

Date Sent July 28, 2015
File # 646



SARATOGA SPRINGS CITY CENTER
Function Contract

Agreement made and entered into this _____ day of _____ 20____, by and between the Saratoga Springs City Center (its agents and assigns) and City of Saratoga Springs (Herewith referred to as Lessee.)

Lessee: City of Saratoga Springs
Address: 474 Broadway
Saratoga Springs, NY 12866
Phone / Email: 518-587-3550 / joseph.ogden@saratoga-springs.org
Fax / Web: _____
Lessee Contact or Agent: Joanne Yepsen, Mayor
Joseph Ogden, Deputy Mayor
Cheryl Hage-Perez / chp@saratogarpcc.org
Dates and Times of Contract: Monday, April 11, 2016
Function Description: HUD Conference
Attendance: 400-600
Rental Charges:

<u>Room D</u>	<u>\$1,975.00</u>
TOTAL	<u>\$1,975.00</u>

- Special Arrangements:**
- A/V packages to be arranged through third-party vendor
 - Security requirements dependent on VIP guest/speaker attendance.

LESSEE is responsible for ASCAP fees, security, decorating and all miscellaneous related charges, fees and costs.

The Lessee, upon signing this contract, agrees to the correctness of this contract and agrees to abide by all the City Center rules and policies as presented on the attached page of this contract. This contract, when signed and dated by the respective authorized representative of City of Saratoga Springs and Saratoga Springs City Center will be considered in force and legally binding on both parties. By signing, each representative warrants: 1) he or she has the full right and authority to enter into this contract and bind his or her respective organizations to the obligations, commitments, responsibilities and liabilities specified in this contract; 2) they have read this contract and understand it in full; and 3) they are fully prepared to abide by all elements of this contract.

All event publicity will carry the location as Saratoga Springs City Center.

DATE: _____
ACCEPTED BY: Joanne Yepsen
FOR: City of Saratoga Springs
CITY CENTER: Mark E. Baker

PLEASE READ CAREFULLY!

NOTE: Rental Terms and policies on the attached page(s) are part of this total contract.

RENTAL TERMS

\$500.00 function deposit required to reserve and confirm space rental. No refund of deposit after one (1) year prior to the event. 50% of total rental due no later than six (6) months prior to event.

Balance due Net 30 days prior to date of function. Only Cashier's Check or Major Credit Cards (Visa, MC, Discover) will be accepted after that date.

Only licensed and City Center approved vendors of alcoholic beverages will be allowed to serve in the facility.

Only licensed and City Center approved caterers will be allowed space in the facility.

Only City Center approved decorators will be allowed to function in our facility.

All Internet and Phone Service within the City Center shall be provided exclusively by Spa.Net under an exclusive agreement with the City Center Authority.

Nothing will be taped, nailed or affixed to any wall surfaces, without prior approval of the City Center President.

The Lessee acknowledges that the Saratoga Springs City Center/Saratoga Springs City Center Authority, upon cancellation, shall be entitled to a percentage of the total fee, whether paid or outstanding, depending on month of cancellation prior to event: 50% (5-12 months), 75% (3-5 months), 100% (0-3 months). In the event the City Center Authority commences legal action for the enforcement of the terms of this agreement or that this agreement shall be referred to an attorney who takes action in any manner to enforce this agreement, the Lessee shall be responsible for the reasonable attorney's fees and court costs of the City Center Authority.

The Lessee shall be responsible and liable for all production costs (including union, stagehand charges) and arrangements.

Any and all municipal charges (including police, traffic control and fire) incurred during the rental period for the event, shall be the expense of the lessee. Fees and charges will be paid by the lessee directly to the Saratoga Springs Comm. of Finance.

The Lessee shall provide a minimum of See Special Arrangements - page 1 uniformed security personnel from a licensed, bonded security service during the contract period. The cost and arrangements are the responsibility of the Lessee.

City of Saratoga Springs Shall obtain a liability insurance policy, from an insurance carrier licensed and authorized to do business in the State of New York, and with a rating of not less than an A rated carrier as rated by AM Best, naming the Saratoga Springs City Center Authority and the City of Saratoga Springs as a primary and non-contributing additional insured, General Liability insurance shall have a limit of liability of not less than One Million Dollars (\$1,000,000.00), per occurrence/Two Million Dollars (\$2,000,000) general aggregate, and shall submit proof, satisfactory to the City Center Authority of the existence of said coverage for the rental period within thirty (30) days prior to the beginning date of the rental period herein.

Limits of Liability

Lessee shall indemnify and hold harmless the Saratoga Springs City Center Authority, its officers, agents, and employees from any and all liability, damages, loss, expense or costs, including but not limited to reasonable attorney's fees, arising out of any claim for recovery for bodily injury, death or property damage sustained by any person or entity arising out of or incidental to the rental herein by the Lessee herein, except to the extent caused by the negligence or willful misconduct of the Saratoga Springs City Center Authority, its officers, agents, employees and the Lessee further agrees to provide, at no cost to the City Center Authority, appropriate defense counsel in connection with any legal action or proceeding brought in connection with any such claim.

In the event that the City Center Authority shall be unable, for any reason whatsoever, to provide the rental space to the Lessee on the date (s) herein specified, the parties agree that the sole liability of the City Center Authority to the Lessee, shall be the refunding of the rental paid by Lessee, prorated in the event of unavailability for only a portion of the rental period.

The Saratoga Springs City Center/Saratoga Springs City Center Authority will not be responsible for loss of power, delays, damage, loss, increased cost or any unfavorable condition caused by circumstances beyond our control.

Security

The Lessee is solely responsible for its own material and that of any agent or consignor and should insure against loss or damage. All property of Lessee is understood to remain in the Lessee's care, custody and control in transit to or from or within the confines of the Saratoga Springs City Center.

Fire Laws

Federal, State and City Fire Laws must be strictly observed. Cloth and non-fire retardant materials must be flame-proofed. Electrical wiring must comply with the fire department and Underwriter's rules. Aisles and fire exits cannot be blocked by displays. The following is unacceptable and will not be allowed: open flame candles and compressed gas.

Failure To Hold Event

Except for Lessee's voluntary cancellation, should any contingency prevent holding of event, the Saratoga Springs City Center/Saratoga Springs City Center Authority may retain such part of Lessee's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred.

Amendment to Rules

Any matters not specifically covered by the preceding terms shall be communicated to the LESSEE in writing. The LESSEE shall have the opportunity to review and may discuss and negotiate any unanticipated issues with the City Center with the objective being a mutually acceptable resolution. **WITHOUT PRIOR REVIEW AND ACCEPTANCE/APPROVAL, LESSEE SHALL NOT BE BOUND BY ANY AMENDMENT TO THE RULES/TERMS WHICH INCREASES LESSEE'S DUTIES AND OR OBLIGATIONS UNDER THIS CONTRACT.**

Agreement to Rules

Lessee, for itself and its employees, agrees to abide by the foregoing rules of the Saratoga Springs City Center/Saratoga Springs City Center Authority.

No Assignment

This agreement shall not be assigned or transferred to any other person, firm or corporation without prior written consent of the City Center President.