



**TOWN OF RUSH FACILITIES
AGREEMENT/PERMIT**

WILLIAM UDICIOUS PAVILION

Pavilion address: 1900 Rush Scottsville Rd. Rush NY 14543

Cash, checks, money orders or online payments are accepted.

First payment required: \$150 residents, \$200 non-residents

Checks and money orders must be payable to Rush Town Clerk. To reserve a date please send the payment and completed permit forms to:

Rush Town Hall, 5977 East Henrietta Rd. Rush, NY 14543

IT IS HEREBY AGREED between the Town of Rush and the Renter that they may use the Rush Town Park Pavilion ("Facility") upon the following terms and conditions:

***Note: By signing this you are agreeing to a legally binding contract

Select One RENTER: _____

Full Day____ ADDRESS: _____

Half Day*____ TOWN: _____ ZIP: _____

(times below)

1. Date and time of usage: _____, 20_____, from _____ AM/PM until _____ AM/PM (not to be later than 10:00 P.M.). ***Half day times available:** 8am-12pm, 2pm-6pm **OR** 3pm-8pm.
2. Individuals must provide a copy of their homeowner's insurance disclosure sheet. Businesses or corporations must provide a certificate of insurance in an amount not less than \$1,000,000, naming the Town of Rush as an additional insured, to protect the Town of Rush from any liability arising from the use of the Facility and damage to Town of Rush property. Individual renters must provide copy of a homeowners' insurance policy or other proof of insurance providing the Town of Rush with such protection.
3. Renter, its agents, servants, employees, members or participants agree to pay the Town of Rush for any damage to Town of Rush property, facilities or equipment arising from Renter's use of the Facility.
4. Fee: \$150.00 for residents of the Town of Rush and \$200.00 for non-residents, with a deposit of \$100.00 (\$50.00 for sweeping/cleaning and \$50.00 for garbage removal). Deposit shall be returned if all the provisions of this Agreement have been complied with by Renter.
5. Renter shall be responsible for cleaning and removing any garbage from the Facility prior to vacating the Facility.
6. Pursuant to this agreement, the consumption of alcoholic beverages is solely permitted within the confines of the pavilion facility footprint including the porch and immediate adjacent area of the pavilion facility. The consumption of alcoholic beverages is strictly prohibited on any sports fields/courts, streets, sidewalks, trails, playgrounds and/or park areas.
7. Only the consumption of beer and/or wine is permitted. No other types of alcoholic beverages shall be brought in or consumed at the pavilion facility.
8. Beer and wine may not be displayed at temporary bars or served from kegs or other bulk dispensing units unless permission is obtained from the Town of Rush.
9. New York State Law states that alcohol cannot be dispensed to minors under the age of 21 years. Alcohol consumption by anyone under the age of 21 years is strictly prohibited.
10. No one is permitted to become legally intoxicated while present at the Facility. Anyone determined to be legally intoxicated shall be immediately removed from Town of Rush property, and this agreement shall be deemed terminated without refund of any fees or deposits to the Renter.
11. Renter hereby covenants and agrees, at their sole cost and expense, to indemnify, protect, defend, and save harmless the Town from and against any and all damages, losses, liabilities, penalties, claims, litigations, demands, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Town relating to, resulting from, arising out of, or in connection with the use of the Facility including the consumption of alcoholic beverages.

12. Renter agrees to all the rules and regulations, including Chapter 83, entitled "Parks Law" of the Rush Town Code, for use of Town of Rush parks and facilities, which are incorporated herein and made a part of this agreement.
13. The individual signing this Agreement on behalf of the Renter, if a corporation or association, is hereby authorized by the Renter to do so and has provided to the Town written verification of such authorization.
14. No weapons of any nature, including without limitation, firearms as defined in the New York State Penal law (with the exception of an on-duty police officer carrying a firearm), knives, pellet guns, blowguns, slingshots, bows and arrows, and martial arts weapons, or other dangerous instruments capable of causing physical harm, are permitted in the Facility and/or any other town grounds and parks. Any person found to be carrying a weapon while on Town grounds shall be prosecuted to the fullest extent permitted by applicable law.
15. Refunds are granted as follows; 100% of **deposit and payment** 30 days or more with notice, 50% refund of payment and deposit 15-30 days' notice, no refunds in 0-15 days' notice.
16. There is Wi-Fi available for use in the building. The password is "RushGuest". NO balloons, etc. can be put on the Town of Rush sign on route 251 entrance.

You will not be given the key code to access the pavilion until all payments and your insurance declaration page are supplied to the Town of Rush, by the latest at 8:30am the Thursday before your rental date. If payments and insurance information are not received your will forfeit your payment.

IMPORTANT: At the discretion of the Rush Town Board, payment charge is subject to change. Your deposit (\$100.00) and a copy of your homeowners insurance disclosure sheet with your name, home address, and current dates of coverage are due at least two weeks before you rent the building. Please call 533-2340 with any questions. For a complete list of rules and regulations, please refer to the Pavilion Rental Handbook @ www.townofrush.com under the "Recreation" tab.

NOTE: NO MATERIALS ARE TO BE AFFIXED ON THE WALL-MOUNTED SOUND BARRIERS INCLUDING TACKS, HOOKS, TAPE, etc.

Dated: _____

Name of Renter (print) Phone/Cell: _____

Address E-mail address _____

Signature

Dated: _____

Town of Rush

533-2340/533-1312
Recreation/Town Clerk

		Date	Amount CA/CK	TOWN CLERK OFFICE RECEIVED AGREEMENT
Pavilion Rental payment	<input type="checkbox"/>	_____	_____	
Damage/Cleaning refundable deposit	<input type="checkbox"/>	_____	_____	
Field refundable Deposit BB Soccer Football	<input type="checkbox"/>	_____	_____	
Field Rental payment	<input type="checkbox"/>	_____	_____	
Insurance Provided	<input type="checkbox"/>	_____	_____	

Event Description	Approximate # of Guests for Seating