

# TOWN OF RUSH

## FACILITIES AGREEMENT/PERMIT



**Rush Town Park**  
**1900 Rush Scottsville Road**  
**Rush, NY 14543**  
 **Soccer Field**  
 **Baseball Field**

**Stonybrook Park**  
**Stonybrook Road, Rush, NY**  
**14543**

IT IS HEREBY AGREED between the Town of Rush and \_\_\_\_\_ (Renter), whose address is \_\_\_\_\_, that the Renter may use the above checked field(s) at either Rush Town Park or Stonybrook Park ("Facility") upon the following terms and conditions:

1. Date and time of usage: \_\_\_\_\_, 20\_\_, from \_\_\_\_\_ A.M. /P.M. until sunset.
2. Renters other than individuals 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 homeowner's 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: \$25.00 per field, with a deposit of \$75.00, which deposit shall be returned if the Renter has complied with all the provisions of this Agreement.
5. Renter shall be responsible for cleaning and removing any garbage from the Facility prior to vacating the Facility.
6. Renter agrees to indemnify and hold harmless the Town of Rush, its agents, servants, employees and elected and appointed officials from any and all claims made against the Town of Rush arising from Renter's use and occupancy of the Facility.
7. Alcoholic beverages are prohibited from being used, distributed or consumed at the Facility at any time.
8. Renter agrees to all the rules and regulations, including Chapter 68, 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.
9. 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.
10. No firearms of any nature are permitted in the pavilion and/or any other town grounds and parks. Any person found to be carrying a fire arm while on Town grounds, which is not an on-duty police officer, shall be prosecuted to the fullest extent.
11. **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. Exceptions will only be granted by approval of the Rush Town Board.**

**Please note: Rental rate subject to change at the discretion of the Rush Town Board.**

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Name of Renter Cell Phone:

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 Town of Rush 533-2340 or 533-1312  
 Recreation Supv. /Town Clerk