



# VILLAGE of RICHFIELD SPRINGS

Po Box 271 Richfield Springs, NY 13439

315-858-1710 fax: 315-858-9202

## SPRING PARK USE APPLICATION

Spring Park is a Tobacco-Free Property. No smoking permitted on or around the grounds.

202 - \_\_\_\_\_

Mayor Approval \_\_\_\_\_ Date \_\_\_\_\_

Sponsor \_\_\_\_\_

Event: \_\_\_\_\_

Organization's Representative: \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Date(s) of use \_\_\_\_\_

Time(s) \_\_\_\_\_

Anticipated Daily Attendance \_\_\_\_\_

Utilities ON/OFF times: \_\_\_\_\_

Special Requests: \_\_\_\_\_

### YOU SUBMIT THE FOLLOWING WITH THE APPLICATION:

CERTIFICATE OF LIABILITY INSURANCE

PARK INSPECTION CHECKLIST RECEIVED BY APPLICANT \_\_\_\_\_ (INITIAL)

SECURITY DEPOSIT (\$100.00/per day security deposit by separate check)

PAYMENT FOR PARK USE (payable to Village of Richfield Springs) Check No. \_\_\_\_\_ \$ \_\_\_\_\_

Check No.

**Park use without utilities**

**No Charge**

**Park use with utilities**

**\$125 / day**

**Bandstand Use**

**\$ 25 / hour**

The undersigned represents and warrants that they are more than 18 years of age and have read this application and the attached rules and agrees to comply with them and to require all attendees to comply with them. I agree to be jointly and severally responsible with the attendees to the Village of Richfield Springs for the proper use and care of the applied Park facility and/or services. On behalf of the sponsoring organization, I do hereby covenant and agree to defend, indemnify, and hold harmless the Village of Richfield Springs, its officials, employees, and agents from and against any and all liability, loss, damages, claims, or actions (including costs and attorney fees) for bodily injury or property damage arising out of the undersigned's use of the Village of Richfield Springs property, facilities, and services.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Faxed to DPW \_\_\_\_\_ initial / date \_\_\_\_\_

## RULES FOR THE USE OF SPRING PARK

1. **EVENT LIABILITY INSURANCE IS MANDATORY;** Certificate of Insurance endorsing "The Village of Richfield Springs, its successors and assigns" as additional insured and with limits of liability not less than \$1,000,000 per occurrence must be provided with the application. The Village of Richfield Springs ASSUMES NO RESPONSIBILITY for loss of personal property brought in by the Applicant and guests.
2. **DEPOSIT IS DUE AND PAYABLE AT THE TIME OF THE APPLICATION** and will be returned within 14 days of the event if the application is withdrawn, or the event is cancelled, and upon full compliance with all rules contained herein.
3. **IN THE CASE OF PARK USE WITH UTILITIES**, unless the event is cancelled, **THE NAMED REPRESENTATIVE OF THE GROUP MUST BE AVAILABLE FOR A WALK THROUGH** one day prior to the event and one day after the conclusion of the event. If the applicant fails to make arrangements or fails to attend either walkthrough, the applicant is assumed to have agreed with the Village Representative's assessment of the Park's condition.
4. **APPLICANT IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE US, NY, Otsego County, Town of Richfield, and Village of Richfield Springs LAWS, RULES, AND REGULATIONS.**
5. The Mayor or other designated officer may revoke any permit, at any time, for violation of these rules, and order forfeiture of any deposit.
6. **PARK HOURS ARE FROM 8:00 A.M. THROUGH 10:00 P.M.**
7. The Park will be available only on the date(s) indicated within the Application. The Park will not be available to the Applicant, or other persons or groups supporting the activity, except during the rental periods specified or otherwise agreed to beforehand. Functions must end no later than 10 PM, and the Park must be vacated no later than midnight, unless otherwise agreed to by the Village of Richfield Springs.
8. The Applicant shall, upon completion of use of the Park, promptly remove all decorations, displays and equipment used for event.
9. All **GARBAGE MUST BE REMOVED FROM THE PARK.** Leave the Park just as clean as or cleaner than when you came. In the event the Contractor does not return the Park clear of debris, rubbish, and waster in a manner acceptable to the Village of Richfield Springs, the Village of Richfield Springs may, at its option, cause the Park to be properly cleaned and may withhold the expense incurred therefore from the Security Deposit, and bill the Applicant for any outstanding balance.
10. **NO PARKING ON THE GRASS**, except for necessary and required event participant vehicles (i.e., vendor trailers, classic cars, etc.). Parking for visitors is limited to designated curbside areas only unless express written approval is granted for alternative arrangements.
11. **NO DOMESTIC ANIMALS** (as detailed in Village law) are permitted in the Park.
12. **NO SMOKING OR TOBACCO OF ANY KIND, ALCOHOL NOR GAMBLING**
13. No activities are permitted in which the Applicant requires any cash or other paid entry or admissions fee (i.e., no cover charge to attend). Registration fees are permitted for participants and vendors are permitted.
14. Every effort should be made to **CONTROL NOISE LEVELS** as a courtesy to our neighbors.
15. Applicant will make arrangements for all food, beverage, entertainment, and other service required for Applicant's function.
16. If renting supplies from an outside vendor, these items must be delivered and picked up on the rental date only unless prior permission is granted by the Village of Richfield Springs. The Village assumes no responsibility for these items.
17. When facilities are rented for a high school function or when a group is composed primarily of those under 18 years of age, the Applicant will provide a minimum of one (1) chaperones per 10 attendees to maintain order during the time specified for the function, plus one hour thereafter. The Village of Richfield Springs will determine the number of chaperones required, based on the number of attendees anticipated.
18. For any adult function where the Village of Richfield Springs deems that security is necessary, the Applicant will provide appropriate security personnel to maintain law and order during the time specified for the function, plus one hour thereafter. The Village of Richfield Springs will determine the number of security personnel required.
19. **FAILURE TO COMPLY WITH STATED TERMS AND CONDITIONS OR ANY LAWFUL REQUEST OF THE VILLAGE OF RICHFIELD SPRINGS MAY RESULT IN LOSS OF ALL OR PART OF THE SECURITY DEPOSIT, THE CANCELLATION OF THE FUNCTION, AND FORFEITURE OF ALL FEES PAID, IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO THE VILLAGE OF RICHFIELD SPRINGS.**