

A. MAX SMITH
Mayor



LUKE GRIFF
Recreation Director

**CITY OF ONEIDA
DEPARTMENT OF PARKS AND RECREATION**

ONEIDA RECREATION CENTER, 217 CEDAR STREET

ONEIDA, NEW YORK 13421

Telephone: (315) 363-3590/Fax: (315) 363-6062

Park/Field/Building Requested: _____

Rec Center Use: Mtg Rm _____ Gym _____ Teen Rm _____ Tot Rm _____
Dining Rm _____ Kitchen _____ Popcorn _____ (Time) _____
Cotton Candy _____ (Time) _____ Karaoke _____ (Time) _____
Other _____

Organization/Individual: _____ Phone _____

Address: _____ City/State _____ Zip _____

Email Address: _____ I'd like to receive monthly E-Blasts Yes ___ No ___

Date(s) of Event: _____ Hours (time) of Event: _____ # in Group _____

Reason for Event (Birthday, Shower, Sporting Event): _____

List Equipment Needed (Tables, Chairs, etc.) _____

FACILITIES USE - LICENSE AGREEMENT

License Agreement, dated the ___ day of _____, 20___, between the City of Oneida, a municipal corporation, located in the County of Madison, New York, acting through its Department of Parks and Recreation, ("City"), and _____, of _____, New York, ("Licensee").

WITNESSETH:

WHEREAS the City is the owner of the _____ and certain surrounding land in the City of Oneida ("City Facilities"); and

WHEREAS, during the time period _____ See Above ("License Term"), the Licensee wishes to have non-exclusive use of said City Facilities for the purposes described and subject to the Rules and Regulations of the City Department of Parks and Recreation, and the attached fee schedule, which have been provided to Licensee and which Licensee has read and understands; and

WHEREAS, the City is willing to permit Licensee to use the City Facilities for the proposed Licensed Use upon the condition that Licensee shall be fully responsible for the conduct of persons present during the Licensed Use, and upon Licensee's promise to indemnify and save the City harmless from any and all claims, demands, actions, and causes of action, and to be responsible the payment of any damage or injury sustained or claimed to have been sustained by any person or entity on the portion of the City Facilities where the Licensed Use shall be permitted during the License Term.

NOW THEREFORE, in consideration of the Licensee's promises herein, the total sum of \$ _____ in hand paid (checks payable to "Oneida City Chamberlain") by the Licensee prior to or with delivery of this License Agreement for approval and execution by the City, and other good and valuable consideration, receipt whereof is acknowledged, the parties do agree and covenant as follows:

1. The City grants to the Licensee a license for the License Term to engage in the Licensed Use at the City Facilities in the areas and at the times designated by the City.
2. Licensee shall be responsible for the payment of any damage (exclusive of reasonable wear and tear) or injury sustained, or claimed to have been sustained, by any person or entity on the portion of the City Facilities as the result of the conduct, acts or omissions of persons present during the Licensed Use. Licensee shall indemnify and save the City harmless from all risks associated with Licensee's activities, and the conduct, acts or omissions of persons that Licensee permits to be present during the Licensed Use of the City's City Facilities, including but not limited to any and all claims, demands, actions, and causes of action which are alleged to have arisen during the License Term or to have been caused by any aspect of the Licensed Use.
3. Licensee shall deliver with this signed agreement proof of insurance, and maintain said insurance during the entire License Term, as follows:
 - A. If the Licensee is a legal entity (such as a corporation, LLC, etc.), a business, or other for profit or not-for-profit organization, the Licensee shall attach proof of general liability insurance with coverage limits not less than a combined single limit of \$1,000,000, which names the City as an additional insured, and which is in a form and issued by insurance carriers which shall be satisfactory to the City.
 - B. If the Licensee is an individual, and the Licensee has a policy of homeowner's or renter's insurance policy, the Licensee shall attach a copy of Licensee's current Certificate of Insurance.
4. Licensee shall supervise all events and activities during the Licensed Use. Licensee may delegate this supervision responsibility to other adults who are at least 21 years of age; however Licensee shall at all times be responsible for the obligations set forth in paragraphs 2 and 3 above.
5. After each use of the City Facilities, Licensee shall clean the City Facilities, and return them in a condition at least equal to that prior to the commencement of the Licensed Use. Licensee shall ensure that all trash and other debris which was not present prior to the commencement of the Licensed Use is picked up and placed in appropriate containers for disposal.
6. Notwithstanding anything herein contained, the City retains the right, after written notice to Licensee, to immediately terminate this license if it shall in its absolute discretion deem the use made of the City Facilities, to be in violation hereof. In said event, the license fee paid by the Licensee shall not be refunded.
7. 72 hours advance notice for cancellations required if refund is requested.
8. If serving food to the public it is the responsibility of the applicant to obtain a Food Permit from the Madison County Health Department (315-366-2526). (not required for private parties)

IN WITNESS WHEREOF, the parties hereby execute this License Agreement on the date first above written.

City of Oneida

Licensee:

By: _____
 Director of City Department of
 Parks and Recreation

By: _____

Date: _____

Date: _____

YOUR RENTAL WILL NOT BE PUT ON OUR CALENDAR UNTIL THIS SIGNED AGREEMENT AND 50% DEPOSIT IS RECEIVED BY US. WE DO NOT HOLD RENTALS!!!!!!