



**TOWN OF RUSH FACILITIES
AGREEMENT/PERMIT**

WILLIAM UDICIOUS PAVILION

Pavilion address: 1900 Rush Scottsville Rd. Rush NY 14543

Only Payments in the form of cash, check or money orders are accepted. Checks and money orders must be payable to Rush Town Clerk. To reserve a date please send the deposit 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 that the Renter may use the Rush Town Park Pavilion ("Facility") upon the following terms and conditions:

Select One RENTER: _____
Full Day _____ ADDRESS: _____
Half Day* _____ TOWN: _____ ZIP: _____

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 the **Thursday at 8:30AM before your rental date. If your payments and insurance paperwork are not received you will forfeit your deposit.**

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, in whole or in part, shall be returned provided 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 firearms of any nature are permitted in the Facility and/or any other town grounds and parks. Any person found to be carrying a firearm while on Town grounds, with the exception of an on-duty police officer, shall be prosecuted to the fullest extent.
 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. Exceptions will only be granted by approval of the Rush Town Board.
 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.

IMPORTANT: At the discretion of the Rush Town Board, rental rate is subject to change. Your final payment and a copy of your homeowners insurance disclosure sheet which has your name, home address, and current dates of coverage are due 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 _____ Phone/Cell: _____

_____ Address _____ E-mail address: _____

Dated: _____

_____ Town of Rush _____ 533-2340/533-1312 Recreation/Town Clerk

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

Event Description	Approximate # of Guests for Seating

Revised 4-05-18