

518.854.3773
Adams Lane, Shushan, New York 12873



www.thegeorgi.com info@thegeorgi.com

FACILITIES RENTAL AGREEMENT

Name/User:

Address:

City, State, Zip:

Email:

Phone:

Cell Phone:

Type of Event:

Day/Date:

Number of Guests:

Full Facility Rental Fees:

\$750 (Non-Resident) OR \$500 (Residents with 12865, 12873 Zip Codes)

Park Rental:

\$250

Community Room Rental:

\$30/Meeting

\$60/Event

Security Deposit:

\$200

Not Required

Additional:

\$5 ea/Tables

\$1 ea/Chairs

Liability Insurance:

Required

Not Required

Insurance Certificate Due Date:

Total Due:

Deposit/Check #: _____

Installment Fee/Check#: _____

Final Payment/Check #: _____

User:

Signature _____ Date _____

The Georgi/Town of Salem Representative:

Signature _____ Date _____

All reservations for private functions are made upon and subject to the rules and regulations of The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY and subject to the terms and conditions described herein.

It shall be the sole responsibility of the User to completely inform their agents, employees, vendors/contractors and guests concerning their obligations under this Agreement. User may have access to Community Room, restrooms, park, parking area.

Both parties agree that the Facility will be delivered by The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY to User in its "as is" condition. User agrees that its taking possession of the Facility shall be conclusive evidence as against User that the Facility Space was in the condition agreed upon herein:

RESERVATION & SECURITY DEPOSIT:

A total of \$450 (\$200 refundable Security Deposit and \$250 partial rental fee) is required to Reserve a date.

Signed Contract and the balance of the Rental Fee are due no later than one month prior to your event. If Signed Rental Agreement, Security Deposit and Insurance Certificate (if required) are not returned to The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY one month prior to the of the date of your Event, The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY shall no longer hold the requested Date of the Event for User and shall be free to re-book the Facility with another User.

The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY reserves the right to refuse any and all applications. All reservations will be confirmed only upon receipt of the Security Deposit. The Security Deposit will be refunded either in full or part minus any expenses for damages, losses, cleaning expenses, extra rental time, moving and rearranging charges of furniture & accessories, special contractor charges, unapproved building, driving & parking usage, extraordinary maintenance or repairs, security charges deemed necessary after inspection within one week after the event. The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY will provide detail of the charges against the Security Deposits. Any charges in excess of the Security Deposit will be billed to User. Failure to make any attempts to pay additional costs will result in denial of future facility booking requests and possible litigation.

Payments shall be made to: "The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY"

CANCELLATION:

Should User cancel this contract prior to the event date, the Security Deposit and Partial Rental Fee shall be forfeited by User.

Should The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY cancel this contract prior to the date of the event, all Rental Fees and Security Deposit will be refunded.

The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY is not responsible for outdoor weather conditions and/or acts of God.

STAFF:

The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY will have a representative available on the day of your event.

OUTSIDE CONTRACTORS:

As a condition of conducting business at The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY, all contractors/vendors must meet the standards set forth by the facility, including, but not limited to, supplying proof of license and current insurance. The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY must review and approve, in advance of any work performed, all contracts by said contractors/vendors. Deliveries & set up & break down plans must be coordinated within two weeks prior to date of event with The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY Coordinator.

SETUP:

At the User's request, an Outdoor Electrical Outlet Extension, tables and/or folding chairs may be provided by The Georgi. Additional fees may apply.

For Events that have more than 100 attendees, the rental of portable toilet facilities is required.

The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY reserves the right to make adjustments and changes in any setup arrangements for safety or the protection of the facility. The User may not physically alter an existing space.

TENTING:

The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY allows for the set up & removal of tents the day before/after an event.

DECORATIONS:

No staples, tacks, tape or nails may be used to attach decorations to the Walls in the Community Room. No paint may be applied. No glitter, confetti, or sparklers may be used. Only bio-degradable options are permitted in the Park (rose petals, bird seed, rice, bubbles).

ALCOHOLIC BEVERAGES:

Any event that includes Alcoholic Beverages must provide The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY with a Certificate of Liability Insurance, as defined below under the heading "Insurance".

It is the responsibility of the User to obey all applicable laws, including but not limited to prohibition of sales to minors and intoxicated persons. All New York Alcoholic Beverage laws must be followed while on the premises. Any person under the age of 21 will not be served alcohol under any circumstances. Valid identification is required for guests of a questionable age. Alcohol-only events will not be permitted on The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY property. User acknowledges that The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY is not liable for persons consuming alcoholic beverages.

INSURANCE:

Proof of insurance (if required) must be supplied to The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY facility staff no later than two weeks prior to the event.

User agrees to obtain and maintain throughout the term of the event, Personal Liability insurance with a minimum coverage of \$300,000. User agrees to provide the evidence of such insurance. User agrees to obtain and maintain throughout the term of the event, proof of insurance from each vendor or contractor conducting business at The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY, indicating The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY as an additionally insured for the duration of the event including set-up and tear-down times.

ADDITIONALLY INSURED: TOWN OF SALEM NY, P.O. BOX 575, SALEM NY 12865

DESCRIPTION: EVENT AT THE GEORGI ON THE BATTENKILL COMMUNITY PARK, 22 ADAMS LA, SHUSHAN, NY 12873

The Georgi on the Battenkill Community Park and Museum/Town of Salem, will not be responsible for injury to the User's guests, members, personnel, equipment, properties, or audience or damage to equipment or property. User assumes all responsibility when signing this agreement.

SMOKING:

There is no smoking allowed anywhere on the premises including The Georgi on the Battenkill Community Park and Museum, the Community Room, Parking Lot or the Public Restrooms.

PARKING:

Parking is available on The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY property in areas designated near the Community Room only. No parking on driving on grass allowed with consequences of damage charges being deducted from Security Deposit for violations by User/Contracted Vendors/Guests. Exception, however, is made for Tent delivery and Removal. The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY is not responsible for theft or other damage to any vehicle, or possessions therein, during, prior or after event.

HAZARDOUS MATERIALS:

User shall not cause or permit the storage, use, generation or disposition of any Hazardous Materials (as hereinafter defined) at the Facility. User agrees to indemnify, defend and hold harmless The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with User's violation of this provision. User's obligations and liabilities under this Section shall survive the expiration or termination of this Agreement. For purposes of this Agreement, the term "Hazardous Materials" means any explosives, fireworks, radioactive materials or other hazardous substances.

SECURITY AND SAFETY:

The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY will have a representative available during the entire time of the rental. The User is responsible for the conduct and behavior of the group using the facility. Costs related to unruly behavior during an event by The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY will be deducted from security deposit. The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY has the right to limit the number of people in the Community Room to 60 bodies in accordance with the Fire Code.

The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY is a NY State Public Fishing Access Point and the public shall have the right to enter the Facility at any time during its use by User.

User, or a guest or other person under the User's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Facility.

Because The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY has open water features, trees and landscaping plants that have bees and thorns, adult supervision of children is required at all times.

MUSIC:

The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY is located adjoining a residential area. Audio decibel levels must be kept to a reasonable level of 85 decibels @ 300 feet from nearest speaker or sound source and that **the music end by 11:00 PM**. Complaints by neighbors may result in music volume reduction and fines may be charged to User if decibels are determined to be above allowed levels.

CLEAN UP:

A Facilities Rental Check-Out Form shall be completed and signed by the User.

All food and beverage debris, decorations, paper supplies and other trash must be picked up, bagged and removed from the property by the User and/or a Contracted Caterer or Bartender. The Facility including the grounds must be left in an orderly condition. All clean up and closing tasks should be completed by the end of the Event or, at the latest, by the time Tent(s) are removed. Failure to complete any of these tasks will result in a partial/complete loss of Security Deposit. The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY is not responsible for any items left behind by User or its guests.

The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY must receive signed Facilities Rental Check-Out Form and inspect of the premises prior to returning Security Deposit.

INSPECTION & LIABILITY:

The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY reserves the right to inspect and control all private functions and does not, cannot, and will not assume liability for (1) any personal property or equipment of User or User's guests or invitees brought to the property, or (2) any injury to User of User's guests or invitees brought to the property.

USER HEREBY INDEMNIFIES, DEFENDS AND HOLDS THE GEORGI ON THE BATTENKILL COMMUNITY PARK AND MUSEUM/TOWN OF SALEM, NY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES BY ANY PARTY, INCLUDING GUESTS OF USER, ARISING OUT OF ANY SUCH EVENT.

Accidents must be reported in writing to The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY within 24 hours. User agrees to immediately deliver to The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY at the address stated above every process, pleading or paper relating to any claims or proceedings arising out of any accident involving the Facility. The User shall not aid any claimant but shall cooperate fully with The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY in manners connected with any claims or suits.

USER AGREES THAT AS PART OF THE TERMS OF THIS AGREEMENT USER ON BEHALF OF HIMSELF/HERSELF/ITSELF AND HIS/HER/ITS GUESTS, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES AGREES TO INDEMNIFY AND HOLD HARMLESS THE GEORGI ON THE BATTENKILL COMMUNITY PARK AND MUSEUM/TOWN OF SALEM, NY AND ITS OWNERS, OFFICERS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL DAMAGES OR LIABILITY ARISING IN CONNECTION WITH OR RELATED TO RENTAL OF THE FACILITY, EXCEPT WHERE SUCH DAMAGES ARE CAUSED SOLELY BY THE ACTIONS OF THE GEORGI ON THE BATTENKILL COMMUNITY PARK AND MUSEUM/TOWN OF SALEM, NY.

TERMINATION/DAMAGES:

Should User be found in violation of any of the provisions of this Rental Agreement, The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY shall have the option, in its sole discretion to terminate the Agreement and User will forfeit all payments previously made to The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY and shall remain liable for all rental fees and other expenses including legal fees incurred, whether or not the event actually occurs. Additionally, future events scheduled at facilities operated by The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY may be cancelled at the sole discretion of the The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY. If User leaves personal belongings or items pertaining to event at the Facility, The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY may charge for additional rental time and/or labor and storage costs of such items. The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY staff will inspect for damages and clean-up. Damage to the facility or equipment shall be paid for in full by the person or group signing this Agreement. User is responsible for damages to the building, furniture and equipment caused by the User or anyone associated with User's use of building. In addition to anything else provided herein, User expressly agrees to pay to The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY on demand: (a) Any fine or legal violation, including administrative fees, against User during the term of this Agreement, or

against The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY to the extent arising out of or relating to the renting of the Facility to User. (b) All expenses incurred by The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY in connection with the collection of monies due The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY pursuant to this Agreement or in enforcing any term or condition of this Agreement, including all attorney's fees, administrative fees and costs. (c) All costs of repairing any damage to the Facility. (e) A \$50.00 per hour cleaning fee if the Facility is returned in the same condition in which it was issued. (f) \$25 per hour for moving furniture or accessories at User's request before and after event

The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

NON-TRANSFERABILITY:

Facility rentals made to a particular User are made exclusively for that User. User shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY. If the User relinquishes a date, the date reverts to The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY and the scheduling of a new rental date becomes subject to general scheduling availability.

MISCELLANEOUS:

This Agreement shall be construed under and in accordance with the laws of the State of New York, and all obligations of the parties created by this Agreement are performable in Washington County. If this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY that he/she has the authority to bind such entity and that such party will be personally liable for the faithful performance of this contract.

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the effective date of this Lease, and duly executed by the parties hereto.

USER AGREES BY HIS/HER SIGNATURE ON THE FACE HEREOF THAT HE/SHE HAS READ AND IS AWARE OF THE TERMS AND CONDITIONS CONCERNING THE USE OF THE FACILITY AND ACCEPTS FULL RESPONSIBILITY HEREIN.

Signature by The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY or The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY's authorized representatives shall be regarded as acceptance by The Georgi on the Battenkill Community Park and Museum/Town of Salem, NY of the above reservation for the User's function.

Please sign and return this agreement, Security Deposit (if required), Insurance Certificate (if required) and all Fees to:

The Georgi on the Battenkill Community Park and Museum

PO Box 150

Shushan, NY 12873