



Rules & Regulations for Pavilion Use

The purpose of a Radisson Community Park Pavilion is to provide a space where Radisson residents may enjoy social gathering and recreation. All regulations for use of RCA Common Property apply. Pavilions are open for member use unless reserved in advance at the RCA office.

PERMISSION

Only RCA Members, such as Radisson residents or Corporate park employees, are entitled to utilize the pavilion. Members who use pavilions must sign a copy of the *Radisson Pavilion Contract*, be at least twenty-one (21) years of age and be an enrolled member in good standing with the Radisson Community Association, Inc. (RCA). The RCA reserves the right to refuse usage or terminate usage to any person, group or activity that does not represent the best interests of the community or whose presence, activity or use may be considered offensive. This includes past abuses or misuse of the pavilion/park area.

SCHEDULING

All reservations must be scheduled through the RCA Office at least 48 hours in advance. Renter must be present during event and pavilion must not be used for any purpose other than that specified in the contract.

Renter's equipment and supplies may be on park premises ONLY during the designated rental period. Additional fees may be applied if facility is used in violation of this contract. Please plan accordingly.

Priorities of use and scheduling will be determined by the RCA. Reservation will be held without contract/by phone for 24 hours ONLY.

FEES & REFUNDS

The **Rental Fee** Payment (if applicable) is required at time of contract to secure the date of event. Rental Payment must be made with RENTER'S cash, check or Money Order.

Refund Policy: Refund for cancellation is allowed up to 30 days prior to event. All refunds will incur a **\$10** processing fee.

Rates:	Kerri Hornaday	Drakes Landing	River Park
Standard Rental	\$35	\$0	\$0
Power Box (Kerri Pavilion Only) key required (for large items, band, dj, etc. Small appliances can be safely used at pavilion outlets.)	+\$50 + \$100 <i>refundable</i> security deposit	---	---

DAMAGES

Renter is responsible for all costs for repair or damage caused by their use. Monetary amount will be determined by RCA.

USE

- A. Renter should make a preliminary inspection of the facility before use and report any damage or needed repairs immediately to the RCA Office.
- B. Renter is responsible for returning pavilion to its original set up at conclusion of event.
- C. **PARKING:** Ensure vehicles are safely off the road. Drivers park at their own risk.
 - a. *Kerri Park & Drakes Landing:* No parking or driving on fields/grass.
 - b. *River Park:* Park in designated area such that launch ramp has ample clearance. Overnight parking is not allowed.
- D. **EQUIPMENT & SUPPLIES:** It is preferred that equipment and supplies be unloaded from parking lot. A single, non-commercial vehicle may temporarily park next to pavilion for unloading purposes only. Any damages to turf will be the responsibility of the renter.
- E. **GRILLING:** Renters may bring their own grill to use at Kerri Park or Drakes Landing.
 - a. *River Park:* Charcoal grills are available for members to use. Please dispose of trash and ash appropriately.
- F. **PORTA-JOHNS:** Available from mid-April – October and are the only toilet facilities accessible. There are no hand-washing stations.
- G. **TRASH:** Renter is responsible for bagging, removing and properly disposing of trash from pavilion area, bags are not provided.
 - a. *Kerri Park Only:* Renter may arrange to borrow a key from the RCA Office to use trash shed located at park. The key is to be returned within 3 business days after scheduled event. A \$15 fee applies for lost keys.
- H. **TABLES:** Picnic tables are on site and are available to the Renter. (Please note that these are very heavy and difficult to move). No additional tables are available from RCA.

a. *Kerri Pavilion* has 4 tables. *Drakes Pavilion* has 2 tables. *River Park Shade Shelter* has 2 tables.

I. SPECIAL SETUPS: Additional information and waivers may be required for certain items and use of the Power Box. **Renter is responsible to ensure compliance with Radisson stipulations as specified on Contract Addendum. As such:**

- a. Tents, inflatables, DJ, etc are typically allowable.
- b. RCA will indicate the acceptable location of tents (personal pop up canopy or commercially rented) or other large items.
- c. Any commercially rented items may be used at the Park(s) only with an appropriately executed Certificate of Insurance naming Radisson Community Association as additionally insured.
 - i. Commercial providers may be contacted by RCA to ensure they are fully aware of the restrictions set forth by Radisson.
- d. Fees apply for access to the Power Box which is required to power anything larger than a small appliance. Key must be picked up in the RCA Office at least two business days prior to scheduled event and security deposit (\$100) is required.
- e. **Items may be at facility ONLY during the designated rental period. Tents, inflatables, tables, chairs, etc, must be on premises only during the contract period, which may NOT include an overnight.**

IMPORTANT REMINDERS

* Use of alcoholic beverages shall be in accordance with State Law and local regulations.

* The Radisson Community Association is not responsible for any damages, loss or theft, or for any personal injury on the RCA Park premises. This, inclusive of any equipment or device brought to the premises by the renter or those in their party.



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Kerri Hornaday Park, Drakes Landing and River Park Shade Shelter

Radisson Pavilion Use Contract

Resident/Member Name: _____ Address: _____

Phone: _____ Alt Phn: _____ EMail: _____

Corp Park Employer: _____ (non-resident members only)

This agreement is made by and between the Radisson Community Association, Inc. and the Radisson resident/member ("Renter"). The parties agree as follows:

- * The Renter acknowledges and agrees to abide by, the Rules and Regulations of the RCA Pavilion Use; a copy of which is attached and so forms a part of this agreement. Violations shall result in the immediate termination of privileges.
- * The Rental Period must be between 8:00 AM and dark/10:00 PM (whichever is first). Amplified music must end at 9:00 PM.
- * Pavilions are open for member use unless reserved in advance at the RCA office. **Please bring copy of contract to verify reservation.**
- * **ALCOHOLIC BEVERAGES:** Use of alcoholic beverages on RCA property shall be in accordance with State Law and local regulations. The SALE of alcohol is STRICTLY FORBIDDEN. All Renters shall have a plan to control alcohol distribution.
- * Signing RCA Member must be present at scheduled activity. Further, Renter hereby verifies that s/he is 21 years of age or older and assumes responsibility for the usage and actions of the individuals attending the event indicated. Renter agrees to indemnify and hold harmless RCA from any and all claims, causes of action, demands, judgments, costs and expenses (including attorney fees) arising from the use of the RCA facility specified.
- * Renter is responsible for bagging and removing trash, and returning facility to original setup and condition.

The Radisson Community Association is not responsible for any damages, loss or theft, or for any personal injury on the RCA premises.

_____ 20 _____	: _____	: _____	Type of Event: _____	approx. #people: _____
RENTAL DATE	From	Until		
Setup and Cleanup must be completed <i>DURING</i> the Rental Period as entered here. Please plan accordingly.				
A single <u>personal</u> vehicle may TEMPORARILY park near pavilion for purposes of loading and unloading ONLY. All other vehicles must park in parking lot or roadside.				

- ___ **Kerri Hornaday Park** - 6222 Deep Glade Drive (across from Esprit Glade) * fees at right
 - * basic power for small appliance (coffee pot, crock pot, radio/ipod, etc)
 - * 4 large picnic tables * trash shed avail (key required)
 - * special setups: *Minimum 7 day notice required.*

Details in Rules & Regs & Addendum (on back). Additional fee/info required for:

 - * Power Box (additional electric service, eg. for bounce house) (key required)
 - * Equipment/tents/chairs/etc * Any items rented/borrowed from a business
- ___ **Drakes Landing Park** - 3208 Glacier Ridge Road (Glacier Ridge and Drakes Landing) * fees do not apply
 - * no electricity * 2 large picnic tables
- ___ **River Park** - 8940 River Road (North of Glacier Ridge) * fees do not apply * key required, sold separately
 - * no electricity * 2 large picnic tables * charcoal grill on location

Kerri Rental Fees

\$ _____ \$35 base rental

\$ _____ add \$50
(power box—key required)

Complete Addendum as Needed

Rental Fee Due at time of contract, required to secure reservation. **Payment** (if applicable) must bear the name of the Renter. Refunds allowed only until 30 days prior to event; **\$10** processing fee applies. No refunds due to weather.

Signing this contract confirms that I, the Renter, have read the terms of this contract, have read and received a copy of the Rules and Regulations for Pavilion Use and agree to comply with all items.

*NO Special Setup Requested
(Renter's Initials)*

Signature: _____ Date: _____ Total Due \$ _____

<u>RCA Use Only</u> <small>02/2019</small>		ROSY	WEB	CALDR	Addendum Y/N
Staff Init	Contract Date	\$\$ Amount	Chk#/Csh#	Trash Key Pickup	Staff Key#
					Key Returned

Addendum for Special Setup with Pavilion Use Contract

For the purpose of ensuring safety and protection for all parties, a contract addendum is required for a Renter wishing to setup additional equipment on RCA Common Property during the time he or she is renting it. *Minimum 7 day notice is required for any changes.*

Rented Equipment: Permission is required to use equipment that is rented (or borrowed) from a business (tent, bounce house, tables, etc). *List each Company on separate line.* Renter is responsible for obtaining a Certificate of Insurance (C of I) from the rental company and providing it to RCA in advance of the event. C of I can be faxed to 315-635-7182 or emailed to info@radissoncommunity.org.

Company Name: _____ Phone: _____ Contact Name: _____
 Equip: _____ C of I provided _____ RCA Staff Init _____

Company Name: _____ Phone: _____ Contact Name: _____
 Equip: _____ C of I provided _____ RCA Staff Init _____

Company vehicles must park in parking lot (not on the field) and equipment must be transported manually/via hand cart.

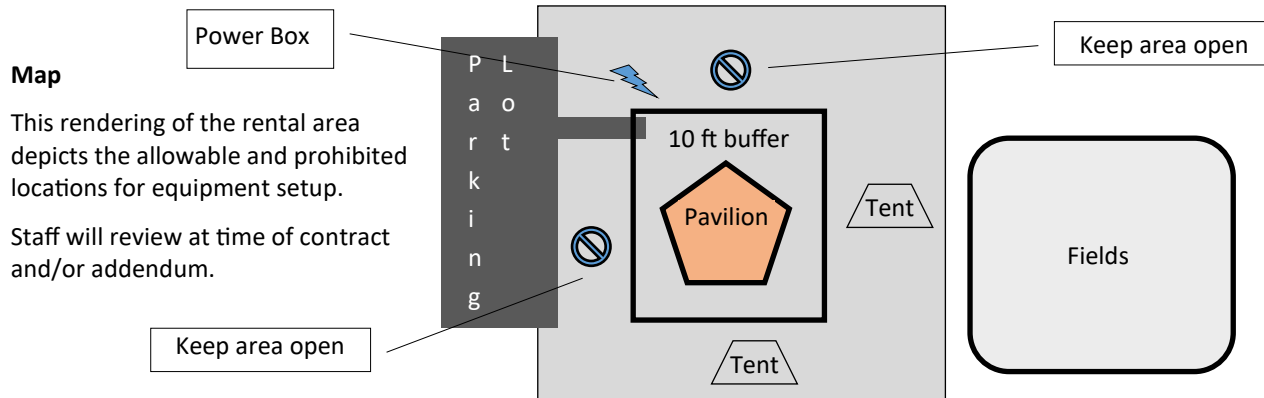
Drop off, setup and removal of **ALL** equipment must be completed **DURING** the rental times stated on the contract. Renter may incur penalty fees for commercial equipment arriving early or remaining past the rental time(s) on the contract. Renter is responsible for ensuring that any/all Companies are aware of the time constraints.

List any significant items you may bring that are not rented/borrowed from a company. (tables, EZ up shelter, inflatables, etc)

Personal Equipment: _____

____ **Power Box:** Two (2) 15 Amp outlets are available for items (eg bounce house or other inflatable) that require more than basic electrical service. It is the Renter's responsibility to understand the power needs of the equipment being used and to provide/rent supplemental sources if warranted. Power Box is locked; renter must pick up a key from the RCA Office on the Thursday prior to event and leave \$100 security deposit. Deposit refunded upon return of key and satisfactory inspection. Usage Fee applies as listed on contract (\$50).

Power Box will be used to run: _____



The RCA is not responsible for any damages, loss or theft on RCA premises, including to equipment as named or not named above. Nor shall RCA be held liable for any personal injury, including that which may result from use of additional equipment brought to RCA property by or at the request of the renter.

Signing this confirms that I, the Renter, have read and understand the Addendum required for Special Setup in conjunction with use of the RCA Pavilion and agree to comply with all items.

Signature: _____ Date: _____

RCA Use Only		_____ ROSY	_____ CALDR	_____ \$\$ Dep	_____ Chk/Csh	_____ Dep Ret/ Dstyd
_____ Staff Init	_____ Addendum Date	_____ \$\$ Amount	_____ Chk#/Csh#	_____ Power Box Key Pickup	_____ Staff Key#	_____ Map Key Returned
- - - if not paid at time of contract - - -						

RADISSON PAVILION RENTAL AGREEMENT ADDENDUM

RENTER'S NAME: _____

RENTAL DATE: _____

The renter agrees to abide by all CDC (Center for Disease Control) recommended guidelines, which can be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/index.html>, as well as New York State Reopening social distancing restrictions, which can be found at <https://forward.ny.gov>, while utilizing the facility. The renter agrees to notify the RCA Executive Director if someone in attendance at this event is diagnosed with, or is suspected to have become infected with, a serious communicable condition, including but not limited to, COVID-19.

RCA reserves the right to cancel any reservations based upon any public health concerns, as deemed necessary at that time. The RCA shall not be held liable for cancellations due to public emergencies and acts of nature.

Signing this Addendum confirms that I, the Renter, have read the terms of this Pavilion Rental Agreement Addendum and agree to comply with all items. Further, I acknowledge that the Radisson Pavilions are publicly used facilities and the Radisson Community Association cannot ensure they are free of COVID-19 or other infectious diseases. Renter accepts the facility as is.

Member's Signature: _____ Date: _____