

RICK ROSSI
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
www.oneidacity.com

Park/Field/Building Requested: _____

Rec Center Use: Mtg Rm _____ Gym _____ Teen Rm _____ Tot Rm _____ Nerf _____
Dining Rm _____ Kitchen _____ Other _____

Organization/Individual: _____ Phone _____

Address: _____ City/State _____ Zip _____

Email Address: _____

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 POLICY - LICENSE AGREEMENT

Facility Use Policy

It is the policy of the City of Oneida Parks and Recreation Department (hereafter the "Department") that some of the buildings, parks and other facilities owned by the City and overseen by the Department should be made available to the public to use for activities that benefit City residents, at a reasonable cost. Therefore, the Department sets forth the following rules and regulations for the management and protection of the public facilities it over sees and for the protection of the persons granted permission to use the same.

Failure to observe and abide by the Facility Usage Rules and Policies may result in the immediate termination of the use of the facility, forfeiture of all fees and removal from the reserved facility.

City of Oneida employees are not exempt from following this policy. City employees that would like to use any of the facilities they must follow the same steps and pay the same fees as the general public.

The applicant shall not engage in or allow any illegal activity to occur at the public facility. Illegal drugs, alcoholic beverages and /or tobacco products shall not be brought onto or consumed within the public facility. Failure to follow any of these rules will result in denial of future usage in any facility.

Facilities available for use by the public

Oneida Recreation Center – 217 Cedar St.

Kallet Civic Center – 159 Main St.

Veterans Memorial Playfield – 360 North Main St.

Howard T. Chapman Swimming Pool – 360 North Main St.

Army Carinci Park – 421 Sconondoa St.

Harmon Field – 131 North Willow St.

Higinbotham Park- 130 Broad St.

Allen Park – 558 Broad St.

Mount Hope Reservoir – 1222 Mt. Hope Ave.

Section 1 – General Conditions of Use

- A. The City of Oneida has established the following policies and procedures to ensure the safe and efficient use and the equitable availability of facilities.
- B. The intent of this policy is to ensure that our facilities and athletic fields are maintained for, used by, and kept available for use by City of Oneida Residents and members of the public at large, without undue restrictions or discrimination of any person, entity or organization seeking access too, and use of, facilities and athletic fields offered by the City.
- C. The City reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations may be required for the protection of the parks, the individual facilities of the parks, and the users and patrons of the parks.
- D. The City of Oneida reserves the right to refuse any individual or organized group.

E. The applicant is responsible for leaving the public facilities in the same condition in which received and shall be responsible for any loss or damage to facilities or equipment. The applicant shall be charged for any required repair or cleanup cost incurred as a result of the applicant's use of the public facilities. Repair cost and fees will vary and will depend on the severity of the damaged property and/or the amount of clean up needed.

F. The City shall not be liable for any damage or loss to any property of the applicant from any cause whatsoever while said property is located on the premises for storage purposes or otherwise.

G. The applicant is required to comply with applicable federal, state and local statues, ordinances and regulations, in addition to any policies or conditions imposed by the Facility manager or Director of the Department upon approval of the request, including, but not limited to, all of the following

- Arranging and paying for adequate security services by the City of Oneida Police Department, if necessary.
- When the use of City equipment is requested, arranging for qualified City employees to be present and available for the operation of the same.
- When other licenses, permits or approvals are required (e.g., special event, food vendor, road closure) the applicant must follow the proper procedure for seeking and obtaining such other licenses, permits or approvals. Contact the City Clerk's office at least 30 days prior to the event and once the other license, permit or approval is obtained, a copy must be submitted to the Facility Supervisor.

H. Any outstanding debts owed to the City of Oneida or violation of City policies during a previous reservation will result in denial of usage of any facility.

Section 2 – Categories of Users and Priority of Use

A. Categories of Users

1. The City of Oneida – Programs or events run by the City of Oneida
2. Oneida City School District
3. City of Oneida Resident or Taxpayer
4. Non-Residents
5. Non-Profit

B. Priority of Use

1. Programs administered by the City of Oneida (official City sponsored programs or Parks and Recreation Department programs that include recreation programs, classes and activities).
2. All other applications will be taken on a first come first serve basis.

Section 3 – Parks and Recreation Department Reservations

- A. All applications will be considered on a first received basis
- B. Persons must be 18 years old or older to reserve Parks and Recreation Department facilities.
- C. Full payment of fees is due at the time of reservation, including refundable security deposit.
- D. Cancellations and schedule changes by the applicant; for any cancellations less than seventy -two (72) hours prior to the event or activity, the entire fee is forfeited.
- E. In the event of cancellation by the City of Oneida due to weather conditions, which make the activity impossible, or by any Act of God beyond the control of the applicant, 1.) a credit may be given to the applicant; 2.) a refund request must be submitted to the City of Oneida; or 3.) the activity may be rescheduled at the earliest available date.

Section 4 – Liability Insurance Requirements

- A. All businesses and not-for-profit organizations shall provide liability insurance in the amount of \$1,000,000 combined single limit. A certificate of Insurance must be presented to the City of Oneida Parks and Recreation Department within 48 hours preceding the date and time of use. The City of Oneida parks and Recreation department, 217 Cedar St, Oneida, NY 13421 must be listed as additional insured. The Parks and Recreation Department staff reserves the right to obtain approval from the City Attorney regarding the insurance coverage should there be any questions or concerns.

Section 5 – Rules

A. Pavilion Use Rules

- 1. Please leave the park clean – sweep pavilion area, wipe off tables and put refuse in designated containers.
- 2. A reservation is for the designated park facility only. Other Park attractions facilities are open to the public.
- 3. Pets must be kept on a leash at all times. Owners are responsible for cleaning up any droppings.
- 4. Applicant agrees to pay the City of Oneida for damages to property caused by any person during the permitted event.
- 5. Fires permitted only in elevated grills.
- 6. Adult (18 years old or older) supervision is mandatory. The applicant is responsible for the conduct of participants and spectators.
- 7. Please be respectful of our City Parks and facilities. If any City property is damaged, please inform the Parks and Recreation Department at the conclusion of your event. Resolution of any damages will be handled on a case-by-case basis.

8. Alcohol in the park- The sale, use and possession of any controlled substance, including but not limited to, alcoholic beverages, beer, wine, and other spirits is expressly prohibited in all parks in the City of Oneida.
9. The selling of food concessions must be approved and follow all Madison County Health Department requirements.
10. Throwing confetti or like materials is prohibited.
11. "Roping off" or otherwise limiting access to a section of a public area for a private event is prohibited.
12. Firework, torches of any kind and or explosives and rockets are prohibited in any form on the property of the City of Oneida unless permission is granted by the City of Oneida Fire Department.
13. Motorized and recreation vehicles are prohibited in all City Parks and must remain parked on the street or parking lot. Battery operated wheeled vehicles used by disabled persons are permitted.

B. Athletic Field Use Rules

1. Organizations shall be responsible for the supervision of parking and the supervision and control of spectators.
2. Pets and other non-wildlife animals are prohibited except: (1) animals that are ADA-qualified and trained service animals, and/or (2) dogs that are on designated trails and/or walkways and restrained by a chain, rope or other type of leash that is not more than eight (8) feet in length and an individual competent to physically control and restrain the dog is in physical control of the leash at all times. Exceptions are granted only when the pet/animal is part of a special event or activity, and written permission has been obtained from the Department Director or designee.
3. Adult (18 years and older) supervision is mandatory. The applicant is responsible for the conduct of participants and spectators. Profane language, boisterous behavior or other objectionable demeanor is not permitted.
4. Field preparation is your responsibility unless stipulated in the reservation.

C. General Oneida Recreation Center Rules

1. Non-marking gym appropriate footwear to be worn in the gym.
2. If multiple rooms/areas are rented on the same day by different parties, then the bathrooms and the parking lot will be shared.
3. Any duly authorized Department employee shall have the right at any time during a function to enter any and all parts of the premises for the purpose of inspection.
4. Decorations shall not be attached to the structure of the Recreation Center. The renter must check with the Recreation Center supervisor for exceptions.
5. There shall be no rice, confetti, silly string, glitter or birdseed allowed in the Recreation Center.

6. The Department will not be responsible for lost or stolen items.
7. If the individual or organization that signs the rental contract does not abide by the facility policy and rules, the department may refuse that individual or organization any future rental requests.
8. The individual or organization signing the rental contract will be responsible for any missing or damaged items and will also be responsible for any damages done to the building during the date reserved.
9. Rental agreements shall not be assigned nor shall renters allow the premises or any part of the premises to be sublet.
10. The renter agrees to ensure that the facility and all equipment in the building is left in its original condition.

Section 6 – Kallet Civic Center

1. Non-marking footwear to be worn at all times
2. Any duly authorized Department employee shall have the right at any time during a function to enter any and all parts of the premises for the purpose of inspection.
3. There shall be no rice, confetti, silly string, glitter, or birdseed allowed in the Kallet Civic Center.
4. The Department will not be responsible for lost or stolen items
5. If the individual or organization that signs the rental contract does not abide by the facility policy and rules, the department may refuse that individual or organization any future rental requests.
6. The individual or organization signing the rental contract will be responsible for any missing or damaged items and will also be responsible for any damage done to the building during the date reserved.
7. Rental agreements shall not be assigned, nor shall renters allow the premises or any part of the premises to be sublet.
8. The renter agrees to ensure that the facility and all equipment in the building is left in its original condition.
9. To rent the Kallet you must be twenty-one (21) years of age or older.
10. A certificate of liability insurance in the amount of \$1,000,000 combined single limit is required to rent the Kallet Civic Center. A certificate of Insurance must be presented to the City of Oneida Parks and Recreation Department within 48 hours preceding the date and time of use. The City of Oneida Parks and Recreation department, 217 Cedar St, Oneida, NY 13421 must be listed as additional insured. The Parks and Recreation Department staff reserves the right to obtain approval from the City Attorney regarding the insurance coverage should there be any questions or concerns.
11. Cancellations and schedule changes by the applicant; for any cancellations less than fourteen (14) days prior to the event or activity, the entire fee is forfeited.

By signing below you confirm that you have read and understand the City of Oneida Parks and Recreation Facility Use Policy.

License Agreement 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 the signer of this form (“Licensee”).

WITNESSETH:

WHEREAS the City is the owner of the facility referenced and certain surrounding land in the City of Oneida (“City Facilities”); and

WHEREAS, during the time period listed in this agreement (“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 paid by check or credit card (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 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.

Licensee Signature
(Required): _____

Date
(Required): _____

YOU MAY ARRIVE 15 MINUTES EARLY TO SET UP - IF YOU NEED MORE TIME PLEASE BUILD IT INTO YOUR RENTAL.

Appendix A

Fees

*Payment for fees will only be taken in the following forms, check, credit card or money order.
We do not accept cash.*

RECREATION CENTER

	<u>Resident</u>	<u>Non- Resident</u>	<u>Not for Profit</u>
Gym Rental (Per Hour)	\$40.00	\$50.00	\$30.00
Room Rental (Per Hour)	\$15.00	\$20.00	\$10.00
Kitchen Rental (Per Hour)	\$25.00	\$30.00	\$20.00

PARKS and Pavilions

<u>Resident</u>	<u>Non-Resident</u>	<u>Not for Profit</u>
\$30.00 for 2 hours	\$40.00 for 2 hours	\$20.00 for 2 hours

PLAYFIELD (BASEBALL, SOFTBALL, FOOTBALL, SOCCER, ETC.)

Limited Use

<u>Resident/City Organization</u>	<u>Non-Resident/Outside Organization</u>
\$30.00 for 1 time use	\$40.00 for 1 time use

<u>Not for Profit</u>	<u>City Program</u>
\$20.00 for 1 time use *	NC

Lighting Fee: \$25.00 per hour for ALL users

**1 time use not to exceed 3 hours*

Season Field Use of Playfields (8 to 16 weeks of regular use)

\$300.00 per organization plus equipment and materials needed for league

Lighting Fee: \$25.00 per hour for ALL users

\$100.00 Concession Stand Fee and \$100.00 Refundable Cleaning Fee

\$100.00 Building Use Fee and \$100.00 Refundable Cleaning Fee \$25.00 Press Box/Score Board Use Fee and \$25.00 Refundable Cleaning Fee

HOWARD T. CHAPMAN SWIMMING POOL

<u>Resident</u>	<u>Non-Resident</u>	<u>Non-Profit</u>
\$40.00 per hour	\$50.00 per hour	\$30.00 per hour

Plus cost of lifeguards @ \$11.80 per hour - Minimum 2 guards, add 1 guard for every 10 people over 20.

KALLET CIVIC CENTER

2 Hour Minimum on all rentals

	<u>Resident</u>	<u>Non-Resident</u>	<u>Non-Profit</u>
Hours (Monday – Thursday, 8am – 4pm)	\$55.00	\$65.00	\$45.00
Hours (Monday – Thursday, 4pm – 12am)	\$75.00	\$85.00	\$65.00
Hours (Friday – Sunday, 8am – 12am)	\$95.00	\$105.00	\$85.00
Concessions Gallery Rental	\$55.00	\$65.00	\$45.00
Set-up Fee - \$50.00			
Marquee (per side – per day – one marquess day included in rental) - \$35.00			
One extra day (after one included day) \$15.00			
Additional Days - \$10.00			
Projector Fee - \$10.00			
Stage Fee - \$75.00			