



Hudson Crossing Park, Inc.
P.O. Box 144
Schuylerville, New York 12871
518-350-PARK
www.HudsonCrossingPark.org
info@hudsoncrossingpark.org

FACILITIES RENTAL AGREEMENT

Name/User:

Address:

City, State, Zip:

Email:

Phone:

Cell Phone:

Type of Event:

Day/Date:

Est. Number of Guests:

Pavilion ONLY Rates for:

Nonprofit and/or Residents with 12871, 12884, 12834, 12831, 12866 Zip Codes

\$50/3 Hours or Less

\$150/More than 3 Hours

Pavilion ONLY Group Reservation Rates for:

Corporate and/or Non-Residents

\$100/3 Hours or Less

\$250/More than 3 hours

Pavilion + Secondary Space* Group Reservation Fees:

\$250 (Nonprofit and/or Residents with 12871, 12884, 12834, 12831, 12866 Zip Codes)

\$350 (Corporate and/or Non-resident)

** Secondary spaces include tent area, Eagle Point, the Canal Overlook, etc.*

Security Deposit for events of 25 People or More:

\$200

Proof of Liability Insurance is Required for all Reservations for Events of 25 People or More

Insurance Certificate Due Date: _____

Total Due:

Deposit/Check #:

Partial Rental Fee/Installment/Check #:

Final Payment/Check #:

All reservations for private functions are made upon and subject to the rules and regulations of Hudson Crossing Park, Inc. (HCP) 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 restrooms, pavilion, trails, and parking area.

Both parties agree that the Facility will be delivered by Hudson Crossing Park, Inc. 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:

1. RESERVATION & SECURITY DEPOSIT:

The Signed Rental Agreement and Payment in Full for parties of 24 people or less are Due Upon Receipt of Invoice from Hudson Crossing Park, Inc. to complete a reservation. All reservations will be confirmed only upon receipt of Full Payment and Signed Rental Agreement.

For groups of 25 or more a total of \$250 (\$200 refundable Security Deposit and \$50 Partial Rental Fee) is required to Reserve a date. . All reservations for groups of 25 or more will be confirmed only upon receipt of the Security Deposit. For groups of 25 or more the Signed Rental Agreement, Insurance Certificate, and the balance of the Rental Fee are due no later than one month prior to your event. If the Signed Rental Agreement, Security Deposit and Insurance Certificate are not submitted to Hudson Crossing Park, Inc. one month prior to the of the date of your Event, Hudson Crossing Park, Inc. shall no longer hold the requested Date of the Event for User and shall be free to re-book the Facility with another User.

Hudson Crossing Park, Inc. reserves the right to refuse any and all applications. 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. Hudson Crossing Park, Inc. 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 collection efforts including possible litigation.

Payments shall be made to: "Hudson Crossing Park, Inc."

2. CANCELLATION:

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

Should Hudson Crossing Park Inc./Town of Northumberland, New York (the Town) cancel this contract prior to the date of the event, all Rental Fees and Security Deposit will be refunded and HCP/Town shall not be liable for damages, including direct, indirect, consequential, special or punitive damages.

Hudson Crossing Park, Inc. is not responsible for outdoor weather conditions and/or acts of God.

3. STAFF:

Hudson Crossing Park, Inc. will have a representative available on the day of your event.

4. OUTSIDE CONTRACTORS:

As a condition of conducting business at Hudson Crossing Park, Inc., all contractors/vendors must meet the standards set forth by the facility and the Town of Northumberland, including, but not limited to, supplying proof of license and current insurance in the form and amount as set forth in paragraph nine. Hudson Crossing Park, Inc. 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 Hudson Crossing Park Superintendent of Grounds and Facilities or his/her Designee.

5. SETUP:

At the User's request, an Outdoor Electrical Outlet Extension and/or ash bucket may be provided by Hudson Crossing Park, Inc. Additional fees may apply.

For Events that have more than 100 attendees, the rental of portable toilet facilities by User is required. The User shall provide one portable toilet facility per 50 attendees or in an amount as otherwise directed by HCP.

Hudson Crossing Park, Inc. 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.

6. TENTING:

Hudson Crossing Park, Inc. allows for the set up & removal of event tents the day before/after an event, when feasible in the schedule. Overnight camping and camping tents are not allowed.

7. DECORATIONS:

No staples, tacks, or nails may be used to attach decorations to the Pavilion, Benches, or Tables. 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, bubbles).

8. ALCOHOLIC BEVERAGES AND CONTROLLED SUBSTANCES:

Any event that includes Alcoholic Beverages must provide Hudson Crossing Park, Inc. /Town of Northumberland, New York/NYS Canal Corporation/ NYS Power Authority 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 Hudson Crossing Park, Inc property. User acknowledges that Hudson Crossing Park Inc./Town of Northumberland, New York is not liable for persons consuming alcoholic beverages.

Illegal possession, consumption, storage, or sale of any controlled substance is strictly prohibited. Such use of a controlled substance on NY State Canal Corporation property is cause for immediate termination of this Agreement and User will forfeit all payments previously made to Hudson Crossing Park, Inc.

9. INSURANCE:

Proof of insurance must be supplied to Hudson Crossing Park, Inc. staff no later than one month prior to the event.

User agrees to obtain and maintain throughout the term of the event, Liability insurance with a minimum limits of \$2 million. User agrees to provide a certificate of insurance naming Hudson Crossing Park, Inc./Town of Northumberland, New York/NYS Canal Corporation/NYS Power Authority as additional insureds on a primary and non-contributory basis. User further agrees to provide proof of insurance from each vendor or contractor conducting business at Hudson Crossing Park, naming Hudson Crossing Park, Inc./Town of Northumberland, New York/NYS Canal Corporation/NYS Power Authority as an additional insureds on a primary and non-contributory basis.

ADDITIONALLY INSURED:

HUDSON CROSSING PARK, INC. P.O. BOX 144, SCHUYLerville, NEW YORK 12871

TOWN OF NORTHUMBERLAND, New York, 17 CATHERINE ST, GANSEVORT, NEW YORK 12831

NY STATE CANAL CORPORATION/NY STATE POWER AUTHORITY, 200 SOUTHERN BLVD., PO BOX 22058, ALBANY,

NEW YORK 12201

DESCRIPTION: USE OF HUDSON CROSSING PARK, COUNTY RTE 42, SCHUYLERVILLE, NEW YORK 12871

9A. LIMITATION OF LIABILITY:

Hudson Crossing Park, Inc./Town of Northumberland, New York 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.

To the fullest extent allowable by law, User shall indemnify, defend, and hold harmless the Hudson Crossing Park, Inc./Town of Northumberland, New York/NYS Canal Corporation/NYS Power Authority, or anyone directly or indirectly associated therewith, from any and all claims, suits, damages, liabilities, losses, and expenses, including but not limited to attorney's fees, costs, court costs and expenses, related to death, personal injuries, including claims by User's employees, guests or contractors, or property damage arising out of, resulting from, or in connection with, the use, occupancy or rental of the Facility EXCEPT WHERE SUCH DAMAGES ARE CAUSED SOLELY BY GROSS NEGLIGENCE OF Hudson Crossing Park, Inc./Town of Northumberland, New York/NYS Canal Corporation/NYS Power Authority

10. SMOKING:

There is no smoking allowed in the Play Garden/Pavilion area.

11. PARKING:

Parking is available on Hudson Crossing Park, Inc. property in the parking lot(s) and, under certain event-specific circumstances, in areas designated by Hudson Crossing Park Superintendent of Grounds and Facilities or his/her designee. No parking or driving on grass allowed with consequences of damage charges being deducted from Security Deposit for violations by User/Contracted Vendors/Guests. Exceptions, however, can be made for Event Tent delivery and removal, portable toilets, and under certain conditions as permitted by Hudson Crossing Park Superintendent of Grounds and Facilities or his/her designee. Hudson Crossing Park, Inc./Town of Northumberland, New York is not responsible for theft or other damage to any vehicle, or possessions therein, during, prior or after event.

12. HAZARDOUS MATERIALS:

User shall not cause or permit the storage, use, generation, disposal or disposition of any Hazardous Materials (as hereinafter defined) at the Facility. User agrees to indemnity, defend and hold harmless Hudson Crossing Park, Inc./Town of Northumberland, New York 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, petroleum or petroleum products or other hazardous substances as may be named or regulated in any federal or state environmental statute, including, but not limited to, the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. § 1251 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 et seq.

13. SECURITY AND SAFETY:

Hudson Crossing Park, Inc. will have a representative available, although not necessarily on site, 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 will be deducted from security deposit. Hudson Crossing Park, Inc. has the right to limit the number of cars in the parking areas with consideration for safety and emergency vehicle access.

Hudson Crossing Park, Inc. operates as a public park on NY State Canal Corporation land, and the public

shall have the right to access the Facility/Grounds 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 Hudson Crossing Park, Inc. has open water features, stinging and biting insects, trees and landscaping plants that have thorns and allergens, adult supervision of children is required at all times.

14. MUSIC:

Hudson Crossing Park 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. 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.

15. 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 Event Tent(s) are removed. Failure to complete any of these tasks will result in a partial/complete loss of Security Deposit and/or imposition of additional fees. Hudson Crossing Park, Inc. is not responsible for any items left behind by User or its guests.

Hudson Crossing Park, Inc. must receive signed Facilities Rental Check-Out Form and inspect of the premises prior to returning Security Deposit.

16. INSPECTION & LIABILITY:

Hudson Crossing Park, Inc./Town of Northumberland, New York 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 or User's guests or invitees brought to the property.

Accidents must be reported in writing to Hudson Crossing Park, Inc./Town of Northumberland, New York within 24 hours. User agrees to immediately deliver to Hudson Crossing Park, Inc./Town of Northumberland, New York at the address stated above every process, pleading or paper relating to any claims or proceedings arising out of any accident involving the Facility.

17. TERMINATION/DAMAGES:

Should User be found in violation of any of the provisions of this Rental Agreement, Hudson Crossing Park, Inc./Town of Northumberland, New York shall have the option, in its sole discretion to terminate the Agreement and User will forfeit all payments previously made to Hudson Crossing Park, Inc. 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 Hudson Crossing Park, Inc./Town of Northumberland, New York may be cancelled at the sole discretion of Hudson Crossing Park, Inc./Town of Northumberland, New York. If User leaves personal belongings or items pertaining to event at the Facility, Hudson Crossing Park, Inc. may charge for additional rental time and/or labor and storage costs of such items. Hudson Crossing Park 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 Hudson Crossing Park, Inc./Town of Northumberland, New York on demand: (a) Any fine or legal violation, including administrative fees, against User during the term of this Agreement, or against Hudson Crossing Park, Inc./Town of Northumberland, New

York to the extent arising out of or relating to the renting of the Facility to User. (b) All expenses incurred by Hudson Crossing Park, Inc./Town of Northumberland, New York in connection with the collection of monies due Hudson Crossing Park, Inc./Town of Northumberland, New York 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 not returned in the same condition in which it was issued.

The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by Hudson Crossing Park, Inc./Town of Northumberland, New York 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.

18. 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 Hudson Crossing Park, Inc. If the User relinquishes a date, the date reverts to Hudson Crossing Park, Inc., and the scheduling of a new rental date becomes subject to general scheduling availability.

19. 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 Saratoga County. If this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to Hudson Crossing Park, Inc. 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 Agreement, and duly executed by the parties hereto.

If any provision of this Agreement is declared unlawful or unenforceable as a result of final administrative, legislative or judicial action, this Agreement shall be deemed to be amended to conform with the requirements of such action and all other provisions hereof shall remain in full force and effect.

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 Hudson Crossing Park, Inc. or Hudson Crossing Park, Inc.'s authorized representatives shall be regarded as acceptance by Hudson Crossing Park, Inc. of the above reservation for the User's function.

Please sign and return this agreement, Security Deposit, Insurance Certificate and all Fees to:

Hudson Crossing Park, Inc.
P.O. Box 144
Schuylerville, New York 12871