

John J. Ash Community Center Rules & Regulations

1. Reservations

- Rental Agreement form required.
- Customers may reserve a date by phone or in person; however, **full payment of the rental fee is required within ten (10) business days of making the reservation.**
- All facility rental fees are non-refundable upon booking, except in cases caused by the City. If the booking party cancels or no-show, **no refunds will be issued.** Exceptions may be considered only for documented, extreme circumstances and are subject to management's sole discretion.
- Your event should not be advertised to the public until your date has been secured.
- The signatory must be over the age of 21 years old and agrees he/she will be fully responsible for and supervise all adults and minors present at the John J. Ash Community Center.
- Time of event includes set-up, tear down and cleaning.
- Property must be vacated no later than 10 PM.

*****CALL CHRIS CRAWFORD FROM 8AM - 1PM AT (716) 376-5670 FOR SETUP DETAILS AT LEAST 2 WEEKS PRIOR TO EVENT. *****

2. Facility Rules

- All posted rules must be followed.
- Masking tape will be allowed in hanging decorations; however, no staples, tacks, etc.
- During the event, the attendant will monitor the restrooms so they are kept in a useable and sanitary condition.
- No smoking, vaping, or tobacco use is allowed in the facility. Violators may be fined \$200 and removed immediately.
- No profanity, harassment, disorderly conduct, or illegal activity is allowed. Anyone breaking these rules will be asked to leave. This includes treating our staff with disrespect.
- If noise during the use of the facility becomes unreasonable, the City of Olean is entitled to terminate this agreement and the user will not be entitled to a refund of the rental fees for the facility.
- You are responsible for any damage caused by you or your guests and must pay for repairs.
- Signs and advertisements may only be displayed during the rental period, not before.
- Nothing can be placed in the subway or public right-of-way.
- The facility should only be used for the purpose you listed on your rental form.
- Do not loan or sublet the facility without written City approval.
- If your event includes anyone under 18 years old, there must be adequate adult supervision at all times.
- Permission is given for use of large room in the community center, restrooms, and kitchen facilities.
- Parking is provided at the building or on other streets in the area.
- Storage of items is not allowed in the building before or after your event.
- Tables and chairs are to be set up and taken down under the supervision of the building attendant on duty.
- NO candles on tables without proper protection to the tabletops.
- NO sparklers, firecrackers, glitter or powder allowed in the building.
- NO hanging anything from the ceiling tiles.

The following items are available for use by your group. Please let the attendant on duty know what you will be using:

*Dishes/Silverware	Tables/Chairs	90 Cup Coffee Urn	TV
PA System	Stage	Bunn Coffee Maker	Refrigerator w/freezer (no additional freezers)

****Anyone using dishes or utensils must wash, rinse and sanitize in accordance with the "Approved Method for Hand Washing Dishes and Utensils" posted in the kitchen. All groups need to provide their own dishwashing detergents and bleach.***

3. Cleaning Requirements & Trash

- Renter is responsible for all set up, tear down, and clean up after the event (decorations, staging, and items of equipment brought to the facility).
- All trash must go into the dumpster located by the parking lot the same day as your event.
- Groups that do not clean up may not be allowed to rent the facility in the future.

4. Safety & Emergency information

- In case of emergency, call 911.
- In the event of bad weather, it is the renter's responsibility to prepare the facility for use or cancel the event.
- Follow all fire and safety regulations of New York State and the City of Olean that includes keeping exits, fire and emergency vehicle lanes, hydrants, and storefronts clear at all times and not using flammable liquids or gases like propane, helium, or oxygen.
- The renter should familiarize themselves with the location of fire extinguishers and fire exits (where applicable).
- Fire regulations state the maximum capacity for the John J. Ash Community Building is 200 people. The renter is responsible to prevent overcrowding. This regulation must be strictly enforced
- A defibrillator is available in the lobby and is to be used by trained personnel only.

5. Alcohol Rules

- An **Alcohol Waiver** is required for any consumption of alcohol at your event.
- Review insurance requirements in section 7 of this contract.
- Alcohol must stay in the facility.
- No glass bottles are allowed.

6. Insurance

- If needed, you **must** provide **proof of insurance** from a licensed, A.M. Best-rated New York State insurer. (See chart below for requirements)
- The City of Olean must be listed as "Additional Insured."
- Your insurance must:
 - Include 30 days' notice before cancellation.
 - Make your coverage primary for the City, its boards, employees, and volunteers.
- Not having this insurance is a breach of contract and may cancel your event.

INSURANCE REQUIREMENTS			
TYPE OF EVENTS	General Liability	Liquor Legal Liability	Liquor Authority Permit
1) Private events serving alcohol	\$500,000	\$1,000,000	NA
2) Private events selling alcohol	\$500,000	\$1,000,000	YES
3) Private events bring your own alcohol	\$500,000	NA	NA
4) Small Private events	NA	NA	NA
5) Public events serving alcohol	\$1,000,000	\$1,000,000	NA
6) Public events selling alcohol	\$1,000,000	\$1,000,000	YES
7) Public events bring your own alcohol	\$1,000,000	NA	NA
8) Public events <i>without alcohol</i>	\$1,000,000	NA	NA

8. Vendors and Food Service

- A Vendor License and applicable fee are required from the **City Clerk's Office (716-376-5602)** at least 30 days prior to the event. Applicants should review the procedure with the office.
- If you or anyone working for you will be paid, you must show proof of **Workers' Compensation or Disability Benefits Coverage**, or proof of exemption, when you sign this agreement.
- If you pay for catering or serve food to the public, you must have a **valid Cattaraugus County Health Department Catering Permit** displayed at the event.
- Must provide any required safety or resuscitation equipment as required by the Health Department.
- Food vendors must have type **ABC fire extinguisher & type K fire extinguisher** if using a deep fryer.
- Grease or waste cannot be dumped into streets, sidewalks or storm drains.
- If you hire outside vendors (food, alcohol, rides, entertainment), each vendor must complete a **Vendor Waiver and Release of Liability Form**.

10. Temporary Structures (Tents, Canopies, etc.)

- File a Tent Application with the **Code Enforcement Office (716-376-5683)** if the following
 - Open tents are 700 sq. ft. or larger
 - Enclosed tents are 400 sq. ft. or larger
- Contact the **City Electrician (716-376-5662)** at least two (2) weeks before the event for tent approval.
- Call **Dig Safe (811)** to have underground utilities marked at least five (5) days before setup
- Failing to follow these steps can lead to fines, repair costs, or liability for damages.

**No permit needed if canopy/tent is smaller than dimensions above and not anchored in ground*

11. Generators

If using a generator, contact the **Code Enforcement Office (716-376-5683)** for inspection.

12. City's Right to Use

The City of Olean owns this property and can cancel your rental at any time if the facility is needed for official City purpose.

The City can also cancel this agreement at any time for fraud or reasons beyond its control.

13. Legal and Other Terms

- Any disputes must be handled in Cattaraugus County, New York.
- This agreement is the entire contract—no changes are valid unless written and signed by both parties.
- You are signing this agreement voluntarily and not under pressure.
- If one part of this agreement becomes invalid, the rest still applies.
- You agree to take full responsibility for any damage or injury caused by you, your guests, or anyone under your control and to protect and hold the City harmless from any related claims or costs, including attorney's fees.
- **Severability.** If any part of this agreement is found to be invalid or unenforceable under Federal, State, or Local law, the rest of the agreement will still remain valid and in effect.