

# **CITY OF OLEAN PARK RULES & REGULATIONS**

## **1. Reservations**

### **A. Small Private Events (birthdays, graduations, baby showers, weddings, family reunions, etc.)**

- 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.

### **B. Larger Public Events (parades, walks/runs, company picnics, etc)**

- Special Event Agreement form required.
- To reserve a date by phone or in person, full payment of the rental fee is required within ten (10) business days of making the reservation.
- The remaining balance will be billed after the event, once all services and associated costs (e.g., staffing, equipment, electric, barricades, etc.) are determined.

### **C. Event Information**

- 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 park is open daily from 6:00 AM to 10:00 PM

## **2. Park Rules**

- All posted rules must be followed.
- No smoking, vaping, or tobacco use is allowed in City parks or facilities. 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.
- 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.
- Vehicles are not allowed to drive or park inside the park.
- 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.
- Picnic tables or benches should not be moved without prior permission.
- If your event includes anyone under 18 years old, there must be adequate adult supervision at all times.
- Your rental does not include pool admission or exclusive use of play areas.
- 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.

### 3. Keys, Locking and Access

- Keys must be signed out during the week of your event and returned the next business day to the City Auditor's Office, Room 109. ***Do not place keys in the white mailbox.***
- Building and gates must be locked when not in use and after you vacate the property.
- Turn off electric box and lights before leaving.
- Do not make copies of the key.
- If keys are lost, the City will replace the locks at your expense (*minimum \$300*).
- You are responsible for following all rules, even if someone else holds the key during your event

### 4. Cleaning Requirements & Trash

- The renter is responsible to clean the park and pavilion at the conclusion of the event or each day of use.
- If your trash exceeds the provided cans, please take any extra bags with you or make sure they have City refuse stickers on each bag for pickup.
- Groups that do not clean up may not be allowed to rent the facility in the future.
- You can arrange for a dumpster to be placed in the parking lot at your expense.
  - All trash must go into that dumpster, and it must be removed the same day as your event.
  - If the dumpster isn't used or removed properly, you will lose your deposit and future rental privileges.

### 5. Safety & Emergency information

- In case of emergency, call 911.
- If others refuse to leave at the start of your reservation, call **Dispatch at 716-376-5677** for assistance.
- In the event of bad weather, it is the renter's responsibility to either 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).
- The renter is responsible for following capacity guidelines according to fire regulations.
- Defibrillators are available at Rec Center and John Ash Center to be used by trained personnel.

### 6. 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 pavilion area only.
- No alcohol is allowed in the Recreation Center lobby, bathrooms, or pool area.

- No glass bottles are allowed.

## 7. Insurance

- You **must** provide **proof of insurance** from a licensed, A.M. Best-rated New York State insurer.
- 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.

<b>INSURANCE COVERAGE REQUIREMENTS</b>			
<b>TYPE OF EVENTS</b>	<b>GENERAL LIABILITY</b>	<b>LIQUOR LEGAL LIABILITY</b>	<b>LIQUOR AUTHORITY PERMIT</b>
1) Private events serving alcohol	\$500,000	\$1,000,000	n/a
2) Private events selling alcohol	\$500,000	\$1,000,000	YES
3) Private events - guests bring own alcohol	\$500,000	NA	n/a
4) Small Private events	NA	NA	n/a
5) Public events serving alcohol	\$1,000,000	\$1,000,000	n/a
6) Public events selling alcohol	\$1,000,000	\$1,000,000	YES
7) Public events - guests bring own alcohol	\$1,000,000	NA	n/a
8) Public events <b><u>without alcohol</u></b>	\$1,000,000	NA	n/a

## 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**.

## 9. Vendors with Distribution Panel

- Contact the **City Electrician (716-376-5662)** at least two weeks in advance for approval.

- Use only **12-gauge or heavier** extension cords.

## 10. Temporary Structures (Tents, Canopies, Stages, 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

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.