

# John J. Ash Community Center Rental Agreement

Building Occupancy - 200 Maximum



Reservations are accepted on a first come, first served basis and are subject to availability. Customers may reserve a date by phone or in person; however, full payment of the rental fee is required within seven (10) calendar days of making the reservation.

AMOUNT DUE: \_\_\_\_\_

## CONTACT INFORMATION

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

## EVENT INFORMATION

Date of Event \_\_\_\_\_  
Event Type \_\_\_\_\_  
Start time \_\_\_\_\_ End Time \_\_\_\_\_ *\*Time includes set-up, tear-down & cleaning  
(See # 3 on Rules & Regulations)*  
Approx # of People \_\_\_\_\_

## ALCOHOL (IF THERE WILL BE ALCOHOL AT YOUR EVENT, COMPLETE THIS SECTION)

**\*\$30 FEE AND WAIVER REQUIRED; REVIEW SECTIONS 6 & 7 OF RULES & REGULATIONS**

Will people bring alcohol to your event? Yes / No

Will you supply the alcohol at your event? Yes / No

Are you selling alcohol at your event? Yes / No

• Did you apply to the NYS Liquor Authority for the permit to sell? Yes / No

- If so, name of person who applied for permit: \_\_\_\_\_

What type of Alcohol will be at your event? Beer / Wine / Liquor

*\*A copy of the security plan submitted to the Liquor Authority is required.*

## CODE ENFORCEMENT INSPECTIONS NEEDED

Will you be setting up tents or using generators? Yes / No  
(inspection or permits may be needed through Code Enforcement)

## RENTAL FEES

Basic Rental Fee \$60/hour (min. of 2 hours)\*

Shows Open to Public (ex: craft show, fish shows, etc):

- Set-up and Tear-down \$125 per day

- Day of Event (up to 6 hours) \$250 per day

**\*Include set-up, tear-down & cleaning time.**

**If you go over allotted time, you will be charged \$60/hour with any portion of an hour charged in full.**

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

**Review the attached City of Olean rules and regulations, sign the waiver on the reverse side of this application and return to: City of Olean, Auditor's Office, 101 E State St, PO Box 668, Olean NY 14760 or email to: [rentals@cityofolean.gov](mailto:rentals@cityofolean.gov)**

## Acknowledgements & Waiver and Release of Liability

Whereas, \_\_\_\_\_, hereinafter referred to as the "Sponsor," is at least 21 years old, authorized to enter into this agreement on behalf of the organization renting the premises and is sponsoring the event to be held at the John J. Ash Community Center, the undersigned hereby affirms that all information provided in this application is true, accurate, and complete to the best of their knowledge and belief. Any intentional misrepresentation or omission of material information shall constitute grounds for immediate denial or revocation of the event permit.

Furthermore, the Sponsor hereby agrees to indemnify, defend, and hold harmless the City of Olean, its officers, employees, agents, and representatives from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, and expenses (including, without limitation, reasonable attorney's fees) arising directly or indirectly from, or in connection with, the sponsored event. This obligation includes, but is not limited to, claims resulting from the negligence, recklessness, or willful misconduct of the Sponsor, its employees, representatives, agents, vendors, or independent contractors. Such indemnification shall apply irrespective of whether such claims arise under tort, contract, statute, equity, common law, or any other legal theory.

The Sponsor further acknowledges and agrees that the City of Olean does not provide, extend, or maintain any form of insurance coverage for the Sponsor, its employees, representatives, agents, vendors, or independent contractors. The Sponsor assumes full responsibility for obtaining and maintaining any insurance deemed necessary to protect its own interests and those of its affiliates or participants.

The sponsor understands it is their sole responsibility to have an emergency response plan in place. Emergencies may include, but are not limited to, tornadoes, severe weather, high winds, or other unforeseen events. The City of Olean will not provide an evacuation site for the event.

All fees paid are solely for the use of the facility. In the event that the Sponsor, through no fault or negligence of the City of Olean, fails to utilize the facility as scheduled, all payments made shall be considered nonrefundable and forfeited. Should the event not be officially canceled in advance, and the Sponsor fails to utilize the facility, the Sponsor shall remain liable for any costs incurred by the City, including, but not limited to, staffing and other related expenses. *The City reserves the right to terminate the agreement at any time if the property is needed for a municipal purpose .*

By signing below, I acknowledge that I have received, read, and understood the above terms, along with all attached policies, fee schedules, rules, and waivers pertaining to the use of City of Olean property. I understand that failure to comply with any of these requirements may result in the forfeiture of my security deposit and/or loss of future rental privileges.

\_\_\_\_\_  
RENTER'S SIGNATURE

\_\_\_\_\_  
CITY OF OLEAN AUTHORIZED OFFICIAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE