

**Crawford Park &
Crawford Mansion Community Center
2021 Rental Policies
Terms and Conditions**

The Town of Rye provides Crawford Park & Crawford Mansion Community Center as a facility available for rent to Town of Rye Residents, non-resident, and non-profit organizations. Any and all use of the premises is subject to the Terms and Conditions set forth in this agreement.

Property Rental. This License permits Renter to use the specified Crawford Park Property only on the Event Date(s), during the hours specified on the Rental Agreement, and only for the purposes set forth in this Agreement.

RESIDENTS/NON-RESIDENT/ NON-PROFIT ORGANIZATIONS: Town of Rye Residents reside within the following zip codes: 10573 (Port Chester, Rye Brook) 10543 (Rye Neck). All other zip codes are considered Non-Residents. Non-Profit Organizations both Resident and Non-Resident must provide the appropriate 501(c)(3) documentation to receive the reduced rate of 25%.

Fees. Renter shall pay to Town Rye total fees including a “Total Rental Fee” for the use of the Property as listed in the Rental Agreement. If Renter fails to pay the Final Rental Payment by the Actual Due Date, the Town of Rye shall have the right to revoke the License and to keep the full amount of the Rental Deposit as a non-refundable deposit.

Security Deposit: The Security Deposit is in addition to the Rental Fee and is due upon execution of the Event Rental Agreement/contract. Security Deposit is 40% of the Event Rental Fee. Deposit will be refunded 2 weeks post event barring any damages to venue. In the event a renter incurs additional expenses prior to, during or after the event, the stated base Hourly Rate will be deducted from the Security Deposit.

Event Date. The Renter’s desired event date will be held when this the Security Deposit is paid upon execution of the Rental Agreement. A tentative date will be held by the Town for one (1) week upon completion of the Agreement by the Renter and submitting the specified Security Deposit.

Event Cancellation Policy: If Renter cancels the event 6 weeks or more prior to the event date – all monies paid will be refunded in full. If Renter cancels the reservation for the event less than 6 weeks prior to the event date, payments made including the Security Deposit will not be refunded to the Renter.

Covid-19 Cancellation Policy: If an event is cancelled due to a Covid-19 related Executive Order by either the New York State Governor or the Town of Rye Supervisor, a full refund including the Security Deposit will be given.

Commercial Use of Crawford Park: Crawford Park is available for commercial purposes only with the consent of the Town of Rye. Renters will pay the standard appropriate hourly rate. Renter must provide a Certificate of Insurance (COI) from the Renting business, naming the Town of Rye as the additional insured prior to the finalization of the rental agreement. Events cannot be confirmed without the proof of insurance.

Alcohol Service. If alcoholic beverages are to be served on premises, the Town of Rye requires that the renter obtain a separate Host Liquor License. Alcohol may be served and consumed in the Mansion areas only. Alcohol may not be served, or consumed, on the playing fields unless approved by the Town in advance of the event date.

Renter shall not serve alcoholic or any controlled substances to any person who appear to be inebriated, or in imminent danger of intoxication. Renter shall not serve, or allow to be served, alcoholic beverages to any person who is not twenty-one (21) years of age. At any time, if Town of Rye employees deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol services and/or evict inebriated guest from the premises.

If alcohol is brought into the event or served without the Host Liquor License, the following would be enforced:

- The person or company scheduling the event would be held responsible.
- The Rye Brook Police Department would be called immediately and the event would be shut down.
- The deposit for the event would not be returned.
- The fee for the event would not be refunded.

Preferred Event Vendors/Food Truck. The Town can provide a Preferred Vendor List to the Renter upon request. This List is not intended to be limiting to the Renter and will evolve as different vendors are used at the Crawford Park & Mansion Community Center. Additional Service Fees may apply. The Renter is allowed to select vendors/food truck and a planner/coordinator that is not on the list, although all vendors must complete a Vendor Registration form and provide a certificate of insurance two (2) weeks prior to the event. Requirement: Two million dollars (\$2,000,000) naming the Town of Rye as an additional insured with respect to its event.

All vendors hired by the Renter must provide a Certificate of Insurance to The Town showing the amount of general liability (\$2MM), dates of coverage, agent contact name/telephone/email, and company name and web site at least 30 days prior to the event. Any vendor without adequate liability coverage approved by the Town will not be allowed on the property without the approval of the Town.

Condition of the Premises and Determination of Damages. Renter shall leave the Property in the same condition as when Renter entered. Renter shall be responsible for any damage caused to the Property, as determined by The Town. Damage includes, but is not limited to, physical damage to the property and insufficient cleaning resulting in extra work to return the property to the condition it was in prior to the event.

Renter shall be responsible for general clean-up of the facility. Renter shall remove all personal property from the facility at the time of clean up including placement of all unconsumed food and beverages, garbage, and decorative items into the receptacles provided. Renter is also responsible for kitchen clean-up, if applicable. Town staff will set up and remove tables and chairs, remove garbage, and clean general area and floors. If required, an additional fee of \$50.00 per person-hour will be charged to clean the facility and deducted from your security deposit. In the event the cost of clean-up exceeds the amount of the security deposit, Licensee agrees to promptly furnish the remaining balance upon demand.

Indemnification. Renter hereby indemnifies and holds harmless the Town of Rye, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage to any property or any injury caused to any person

(including death) caused by Renter's use of the Property, including any acts or omissions on the part of Renter, independent contractors, guests, invitees, or other agents. Renter shall immediately notify The Town of any damage or injury of which they have knowledge on or near the Property, regardless of the cause of such damage or injury.

Revocation. The Town shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that The Town revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, the Town shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

Parking: Parking is limited to designated parking areas only. Licensee and their guests agree to comply with any parking directions or instructions provided by park staff. Parking is not permitted along side of Crawford Road at any time.

Compliance with Laws. Renter shall not use the Property in any manner that would violate any local, state or federal laws or regulations. Licensee agrees not to conduct or permit any gambling or games of chance on Town property without the expressed written consent of Town of Rye. The Town of Rye, its agents, employees and elected officials shall not be liable for any damage to person or property by reason of the negligent acts of Licensee, its agents, employees or guests. Licensee understands and agrees that the Town will not provide any chaperone or supervisory services with respect to the activities of any function. Renter accepts all responsibility for and agrees to indemnify and hold harmless Town of Rye and its employees, agents, and elected officials from all claims, liabilities, or lawsuits arising out of injury to person or property from negligent acts of licensee, its agents, employees or guests. Licensee shall pay all reasonable attorney fees, costs and expenses of the Town and its counsel in connection with any matter arising from, under, or in connection with this Agreement, including the enforcement thereof.

Renter shall vacate the premises promptly at the closing hour indicated in this Agreement, or sooner, if deemed necessary in the sole and absolute discretion of the Town or law enforcement authority.

Excused Non-Performance: If for any reason beyond its control, including, but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, park operation, commodities or supplies, acts of war or acts of God, the Town is unable to perform its obligations under this Agreement, such non-performance is excused and the Town may terminate this Agreement without further liability of any nature, upon return of the Licensee's deposit. Licensee agrees and accepts that in no event will the Town be liable for consequential damages of any nature for any reason whatsoever

Licensee further agrees to comply with, adhere to, and follow the following Rental Guidelines, Policies, and Procedures:

- No person shall remove any equipment or flora from Crawford Park.
- No person shall display any banner or sign, except those approved in writing by the Town.
- No person shall affix any items to the premises, including, but not limited to, by the use of scotch tape, nails, pushpins or other fasteners, except into designated strips.
- No person shall use confetti and/or glitter at Crawford Park
- No person shall discard any trash, cinders, garbage, or other debris on the ground. All debris is to be discarded in the receptacles provided.
- No person shall offer any article for sale, unless specifically approved, in writing, by the Town of Rye.
- No person shall erect any structure to hold a meeting or perform a ceremony, unless specifically approved by the Town in writing. (tents, cupolas, pens, warrens, inflatable toys, etc.)
- No person shall post any notice or distribute any literature, unless specifically approved by the Town of Rye.
- No animal shall be allowed in any area of this facility except as specifically insured and authorized.

- No person shall start a fire in any area other than the picnic grills provided. Ashes and cinders are to be discarded in an appropriate manner, as directed by park staff, and not dumped on the ground.
- Smoking is not permitted anywhere on the Park Grounds.
- No person shall make, continue, cause or permit to be made, any unreasonable noise. Licensees are asked to recognize that Crawford Park is surrounded by residential neighborhoods and to consider the quality of life concerns of residents in playing and amplifying music and other sounds. In the event of unreasonable noise, licensees are advised that the Town or residents may notify the Police.
- A copy of an approved agreement must be presented upon request.
- This Agreement shall be governed by and interpreted under the laws of the State of New York, without regard to principles of conflict of laws. The parties consent to the sole and exclusive jurisdiction of the State and Federal courts sitting in the State of New York, County of Westchester with respect to the hearing and determination of any legal action proceeding arising from, under or connection with this Agreement or the enforcement thereof.

Any requests relating to the enforcement of these rules, including exceptions to these rules, must be made in writing to:
Town of Rye - 222 Grace Church Street, Suite 302, Port Chester, NY 10573
