

**JAMESTOWN RENAISSANCE CORPORATION**  
**WINTER GARDEN PLAZA RENTAL/USE APPLICATION & AGREEMENT**

The person signing this Rental Application & Agreement (“Agreement”) and the persons or organization on whose behalf the facility rental is being made (collectively the “Renter”) are responsible for compliance with this Agreement between the Renter and Jamestown Renaissance Corporation (“JRC”). The Winter Garden Plaza requested for rental in this Agreement is referred to as the “Plaza”.

Please read this document carefully, fill out the Renter, and Event Information sections of this Agreement, initial at the bottom of each page, and sign the signature page at the end of this document. Before filling out this form, please check with the Clerk’s office at the City of Jamestown to determine if you will need a special use permit.

**RENTER INFORMATION**

Organization \_\_\_\_\_

Contact Person \_\_\_\_\_ Title/Role \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**EVENT INFORMATION**

Event Title \_\_\_\_\_

Date of event \_\_\_\_\_ Estimated attendance \_\_\_\_\_

Time event begins (incl. set up) \_\_\_\_\_ Time event ends (incl. clean up) \_\_\_\_\_

Description of event \_\_\_\_\_

Have you checked with the City Clerk to see if a special event permit is required? Yes \_\_\_ No \_\_\_

Is a special event permit required for this event? Yes \_\_\_ No \_\_\_ (If yes, please attached a copy).

Open to the public? Yes \_\_\_ No \_\_\_ Will minors be present? Yes \_\_\_ No \_\_\_

Admission fee charged? Yes \_\_\_ No \_\_\_ Will there be music? Yes \_\_\_ No \_\_\_

Will food be served? Yes \_\_\_ No \_\_\_ \*Will food be sold? Yes \_\_\_ No \_\_\_

\*Will you have alcohol? Yes \_\_\_ No \_\_\_ \*Will alcohol be sold? Yes \_\_\_ No \_\_\_

*\*If yes, proper permits must be acquired such as a NYSLA permit for alcohol. Mobile food vendors must be licensed by the City of Jamestown. Additional fees may apply.*

## **CONDITIONS OF USE**

### **A. RESERVATIONS**

1. Renters wishing to use a facility should make reservations well in advance of the intended date and check with the city clerk's office regarding the need for a special event permit. Large events or events with alcohol will require two months advanced notice.
2. Renter shall be responsible for securing all required permits and licenses, including special events permits through the city clerk's office and New York State Liquor Authority for sale and consumption of alcohol.
3. The rental process for a facility is not complete or confirmed until: (1) Renter delivers to JRC the completed Rental Agreement, rental fee, damage deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by JRC; and (2) JRC, in its sole discretion, approves such rental in writing.
4. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is going to be on premises or sold, a person who is at least twenty-one (21) years of age must sign this agreement.
5. Renter shall provide JRC with a single contact who is to serve as the representative for Renter's activities.
6. The Plaza shall be used for the purpose stated in this agreement and no other use will be permitted.
7. Renter shall not use JRC's name to suggest endorsement or sponsorship of the event without prior written approval of JRC's Executive Director or his/her designee. Publicity for the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any JRC officers, employees, or agents to visit the Plaza during the rental period.
9. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Plaza for the period for which Renter has contracted. Renter is an independent contractor and not an agent or employee of JRC.

### **B. FEES**

1. Rental fees and a damage deposit are required by JRC for all Plaza rentals. The fee is charged in accordance with the JRC's fee schedule. This does not include fees incurred following facility use such as facility damage or staying beyond the ending time.

2. Plaza rental reservations that are cancelled by the Renter must be made in writing and will be processed and refunded as follows: *Cancellations made 30 or more days prior to rental date will receive a refund of fees paid. Cancellations made 8-29 days prior to rental date will receive a 50% refund of fees paid. Cancellations made 7 days or less prior to rental date will receive no refund.*
3. JRC may charge an additional amount of twice the regular rental rate for any event continuing past the ending time stated in this agreement.
4. In the event the Facility is left damaged, in disarray, or in need of extensive cleaning, Renter shall forfeit the security deposit and be charged any additional janitorial and/or repair fees incurred by JRC to make the repairs or clean the Plaza.

### **C. INDEMNIFICATION AND INSURANCE**

1. Renter understands that use or occupancy of the Plaza involves inherent risk, which could result in property damage, illness and/or bodily injury (up to and including death). In and for good and valuable consideration, Renter hereby (i) assumes the risk and all responsibility for the health and safety of Renter and its employees, agents and invitees when using or occupying the Plaza; (ii) waives and forever releases JRC and its employees, agents and contractors from any and all claims (including those for illness and bodily injury) arising out of or relating in any way whatsoever to Renter's use or occupancy of the Plaza; (iii) limits JRC's liability to the limits of JRC's insurance policy if the foregoing waiver and release is adjudged to be unenforceable; (iv) agrees to defend, indemnify and hold JRC and its employees, agents and contractors harmless from and against any and all claims (including those for illness and bodily injury), damages, liabilities and expenses (including attorney fees) arising out of or relating in any way whatsoever to Renter's use or occupancy of the Plaza and/or Renter's breach of this Agreement. This Section C.1 shall survive the termination of this Agreement and be fully applicable and enforceable thereafter.
2. The Renter shall procure and maintain general liability insurance against all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of JRC facilities and adjoining property.

The Renter will provide a certificate of insurance to the JRC prior to the facility rental date. The certificate of insurance will indicate the following:

- a) General liability insurance limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

b) JRC will be named as an additional insured. The full name must be indicated on the certificate as well as the correct address. For exact wording, see below:

Jamestown Renaissance Corporation  
215 Cherry Street  
Jamestown, NY 14701

If a copy of the insurance certificate has not been turned in prior to the event, JRC will deny access to the rental facility.

3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of JRC facilities and adjoining property to the Plaza, in writing and as soon as practicable.
4. Renter waives any right of recovery against JRC, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to JRC, its officers, employees, or agents.
5. Renter waives any right of recovery against JRC, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Plaza and adjoining property, even if JRC, its officers, employees, or agents seek recovery against Renter.

**D. SECURITY**

1. JRC, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through the Jamestown Police Department or a private security agency. The Renter must confirm security requirements have been met prior to the event date.
2. Renter is solely responsible for supervising all individuals at the Plaza during the event. JRC is not responsible for providing this supervision. However, JRC may evict individuals from the Plaza during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

**E. SET UP / CLEAN UP / DECORATIONS**

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Plaza prior to or after the start and end times designated in this Agreement. Renter must arrange facility access for any of these parties within the rental times designated in this Agreement.
2. Renter shall not enter, prepare or decorate the Plaza prior to the start time designated in this Agreement without written permission.

3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Plaza and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall not erect temporary tents and membrane structures within 10 feet of buildings. Canopies must be fire-resistant/retardant should there be any cooking under them.
5. Accommodation for outdoor dining must allow clearances of 5-foot pedestrian passage.
6. Renter shall be responsible for all clean-up of the Plaza, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Plaza, leaving the Plaza clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
7. Renter shall be responsible for all damage to the Plaza and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for janitorial and/or repair fees incurred by JRC as a result.

**F. EQUIPMENT / ACCESSORIES**

1. Renter shall not remove, relocate, or take JRC property outside of the Plaza for any reason without the prior written approval of JRC.
2. Renter shall not drive motorized vehicles on field or green space.
3. JRC does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Plaza for their use. The use of amplification, public address, or recording/ broadcasting must conform to the limits set by the City of Jamestown in city code chapter 198: Peace and Good Order. Amplification shall not be allowed past 10pm, Sunday through Thursday, or past 11pm on Friday and Saturday.

**G. MISCELLANEOUS**

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Plaza.
2. Renter shall not admit a larger number of individuals than the maximum occupancy: 685 standing or 320 with tables and chairs.
3. Open fires and burning are prohibited on the Plaza. This includes fireworks, fire features such as fire juggling, fire breathing, manipulation of fire, etc.
4. Gambling of any kind is not permitted on the grounds of the Plaza.
5. Smoking is not permitted on the Plaza.

6. Dogs are allowed on leash.
7. If Renter violates any part of this agreement or reports false information to JRC, JRC may refuse Renter further use of the Plaza and Renter shall forfeit a portion of or all the rental fee and/or the deposit.
8. JRC may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
9. Any person aggrieved by JRC's decision with respect to this agreement may appeal to the Executive Director or his/her designee in writing no later than five (5) days after JRC's decision has been communicated to the aggrieved party.
10. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**IMPORTANT – READ BEFORE SIGNING**

I am the individual or an authorized agent of the organization submitting this Agreement. The information provided in this Agreement is true and correct. I have read and understand this Agreement and agree to all the rules, regulations, and conditions of use.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_

Organization \_\_\_\_\_

**JRC USE ONLY**

Is proof of insurance provided? Yes \_\_\_ No \_\_\_ Is an alcohol permit needed? Yes \_\_\_ No \_\_\_

Rental fee \_\_\_\_\_ Fee for Use of Electric \_\_\_\_\_ Security deposit \_\_\_\_\_

**TOTAL AMOUNT DUE AT TIME OF RENTAL \$** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

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**JRC Phone Numbers** For any on-site issues during a facility rental, Renter may contact:

Admin Office:

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Date security deposit returned to renter \_\_\_\_\_

## Winter Garden Plaza 2026 Fee Schedule

	Single Day	Weekend
<b>Rental Fee</b>	\$50.00	\$75.00
<b>Electric Use Fee</b>	\$25.00	\$50.00
<b>Security Deposit*</b>	\$100.00	\$100.00

\*Refundable