



## 2025 Rental Agreement for the Community Center at Nike Base Park

**Location:** The Community Center is located at 3278 Whitehaven Road, Grand Island, NY 14072.

**Purpose:** Facilities are provided as multi-purpose recreational, athletic, cultural, and educational areas for various groups, clubs, and organizations of the community

**Administration:** The Town of Grand Island Recreation Department is responsible for the administration of the Community Center.

**Maintenance:** The Town of Grand Island Recreation Department is responsible for oversight of the maintenance of the Community Center.

**Amenities:** Community Center rental includes the following indoor amenities: lavatories, tables, chairs, use of games including basketball shoot, ping pong, air hockey, foosball and play mats. Please note that game availability may change without notice and will not change the rental fee.

**Use of Recreation facilities:** Community Center is open to the public following the order of preference below:

1. Town of Grand Island government activity – Recreation Department program, Golden Age Center program etc.
2. Town of Grand Island residents - community service groups, non-profit /charity organizations, private rentals, private groups etc.
3. Non-residents – non-profit, business/corporation etc.

**THE RECREATION DEPARTMENT RESERVES THE RIGHT TO BLOCK OUT DATES AND TIMES OF USAGE AND TO LIMIT OR RESTRICT THE USE OF THE COMMUNITY CENTER FOR THE PURPOSE OF REPAIRS, MAINTENANCE OR ANY OTHER NEED.**

### **Community Service and Non-Profit Organizations:**

1. The Community Center is available at a reduced rate for community service and non-profit organizations that are based on Grand Island.
2. To be eligible for community service / non-profit group pricing, organization must provide proof of non-profit or charitable organization status – i.e. 501 (c) (3)
3. Community service and non-profit organizations must complete the additional Community Organization Form and have their own certificate of liability insurance.
4. Certificate of Liability Insurance (min. \$1M coverage)
  - a. Organizations must have their own certificate of liability insurance with the Town of Grand Island listed as additionally insured. The address is 2255 Baseline Road, Grand Island, NY 14072.
  - b. The user must upload their valid C.O.I. to their account or it can be emailed, dropped off or mailed to the Recreation Department.
  - c. Expired C.O.I. will not be accepted.
5. Organizations can reserve up to 12 blocks in advance per year. Each block has a max. of 4 hours. Requests beyond 12 blocks can be made up to 2 weeks in advance of the requested date.
6. The Rental Agreement Addendum for community service and non-profit organizations must be completed.

## Community User Groups that operate with multiple groups/leaders/members within the organization:

### 1. Option 1. One account holder w/ multiple members

- a. Account holder must be an active member of the organization. Account holder can add multiple active members to their account. Members can log into the account and submit reservation requests. Members' name will be on the permit and will be responsible for the rental.
- b. Only one address for this type of account.
- c. Certificate of Insurance must be uploaded by the account holder or sent to us to upload to the account file.
- d. All guidelines for organizations will apply, including rental limits on the number of blocks rented.
- e. The account holder is ultimately the responsible person for the account and all its members, and ensures all members are active in the organization and follow the agreement. Each individual member who submits a request will sign online waivers, agree to disclaimers, and answer any questions, members name will be on the permit, and they will be responsible for picking up / returning the key etc.

### 2. Option 2: Individual Accounts

- a. Each active leader creates their own organization account, uploads, or submits the organization's valid certificate of liability Insurance, and pays a separate fee.
- b. Each Leader will have 12 rental blocks available to them (i.e., they'll have 12 blocks for their own account as opposed to 12 for the entire group).

## Rental Procedures and Guidelines:

### 1. Rental Requests

- a. The renter must be 21 years of age or older and is the legally responsible person for the group, including all minors that do not have a parent or legal guardian on premises.
- b. Reservation requests must be made at least **14** days in advance of the requested date.
- c. Requests and payment can be completed online through the Recreation Department website - <https://grandislandny.myrec.com>. The Renter must have an online account through the Recreation Department website. If you do not have an account, please create one.
- d. In Person – We can assist with creating an account for you. Call the Recreation Office at 716-773-9680 to schedule an appointment.
- e. All rentals start as a **request**. Requested date(s) will be reviewed and placed on HOLD until approved. If Renter does not provide all necessary documents, agreements or other required information on time, the HELD dates will be subject to decline/release within 2 weeks from rental date.
- f. Rentals are not final until approved by Recreation Department staff and payment is received. All approved online rentals will receive a RESERVATION CONFIRMATION with a PERMIT NUMBER to finalize your rental.
- g. Renter may request to tour the facility prior to making a reservation. A date and time will be scheduled by Rec. staff.

### 2. Rental Fees

- a. Fees are listed below as per adopted Town fee schedule, and may be subject to change:
  - \$45 per USE for Community service groups & non-profit organizations. Requires Certificate of Liability Insurance (C.O.I)
  - \$165 per YEAR for Community service groups & non-profit organizations. Requires C.O.I. This fee must be paid in full as one lump payment. Previous per use fees will not apply.
  - \$75 per hour for public/private rental – resident rate
  - \$150 per hour for non-resident public/private rental rate – non-resident
- b. Payment will be due in full upon receipt of reservation confirmation, or no later than **14 days** prior to rental date. Payment not received 14 days prior to rental will be subject to cancellation.

3. Rental Times:

- a. Rental time slots are available as 1 hour increments.
- b. Rentals are available daily from 9:00 a.m. to 9:00 p.m. *(Some dates may be excluded due to holiday)*

**Renter Responsibilities (including but not limited to):**

1. The renter must be 21 years of age or older and is the legally responsible person for the group, including all minors that do not have another parent or legal guardian on premises.
2. A renter must be present and checked in by Recreation Staff before any member of the group may enter the building. The renter will be responsible for signing any forms for minors if applicable.
3. The renter must be present and remain on the premises during the entire rental period to supervise the group and Community Center area.
4. Arrival & Departure Time- To ensure all rentals have their allotted time, the following applies:
  - a. Arrival Time: Arrival time is the time listed on the rental permit. The renter may request to arrive 15 min. early to set up. Advance notice 3 days prior to rental is required.
  - b. Departure Time: Recreation staff will check out facility conditions prior to renter departure.
  - c. All persons must be out of the Community Center by scheduled check out/rental time listed on rental permit.
  - d. Early Arrival or Late Departure: Additional hourly rates may apply for extended usage without prior authorization. If extra time is needed at the end of rental, contact the Recreation Department staff on site at least one-half hour prior to check out to inquire about availability.
5. Rental Agreement and Paperwork:
  - a. All necessary agreements, forms and fees can be completed and paid online through the Recreation Department website OR they can be completed in person. Please note, all agreements, and payments must be submitted at least **14** days before the day of rental otherwise the rental may not be granted.
  - b. Renter must show payment receipt with permit number upon check in.
6. The renter must clean up the area when finished, including spills, putting all trash into garbage bins, and returning anything moved back to its original location.
7. The lavatory is to be checked frequently. Notify Recreation Staff immediately of any needs or of any problems you or your group may have encountered – i.e., lavatory/toilet concerns, broken equipment or any other damages or concerns.
8. Notify the Recreation Department of cancellations as soon as possible. See cancellation policy below.
9. All Town laws apply, including no alcohol or drugs on Town property.
10. The renter is responsible for ensuring their group follows all applicable rules and regulations.
11. Tables, chairs, and games are not permitted to be moved outside/outdoors

**Animal Policy:**

1. Animals are not permitted in the facility unless a certificate of liability is submitted, listing the Town as additionally insured for at least \$1,000,000 is provided.
2. Owners are responsible for animal clean up.

### **Damage Policy:**

1. Damage to property or equipment beyond normal usage will be subject to a fee no more than the cost of repair or replacement.
2. In the event that the building is left uncleaned, a cleaning fee of \$30 will be assessed.
3. To help avoid any discrepancies, the renter must stay on premises until they are checked out by the Recreation Department staff as per #3 under renter's responsibilities.

### **Decorations:**

1. Decorations that will not damage facility walls, ductwork etc. are welcome. (i.e., not to puncture walls or peel off paint; not to leave residue or marks when removed etc.).
2. Decorations cannot block exits or emergency exits
3. All decorations must be removed or put in trash when finished. Decorations not removed may result in a cleaning fee.
4. Glitter, confetti and any similar decoration not permitted

### **Cancellation Policy:** Call or email M-F 8am-4pm 716-773-9680 or [recreation@grand-island.ny.us](mailto:recreation@grand-island.ny.us).

1. Cancellations must be made no later than **3 days** prior to rental date to receive a full refund. Refund will be issued to the original payment method or as an account credit at the renter's preference.
2. Cancellations made with less than 48 hours' notice of rental date and time may be subject to a 50% cancellation fee. The remaining 50% can be refunded in the form of the original payment method or as an account credit at the renter's preference. Weekend: Call or text 716-465-8370
3. Community service and non-profit organizations that paid the lump sum fee and cancel a timeslot will be able to reschedule a new timeslot within the calendar year. Refunds will not be given for failure to use all 12-time blocks in a year.
4. Cancellations by the Recreation Department for any reason will be subject to a full refund in the form of the original payment method or account credit at the renter's discretion.
5. Refunds or Account credits are not issued to renter if there is a no show.

### **Food & Beverage Policy:**

1. Food and non-alcoholic beverages are permitted. The renter is responsible for cleaning and disposing of all leftover food or beverages in the community center. Trash receptacles are provided.
2. Drugs, alcohol, smoking, and any other illegal activities are strictly prohibited.
3. The facility does not have a kitchen or cooking/prep area.

**Reservation change request:**

1. A change request can be made through your account or by emailing the recreation department with details.
2. Change requests for date and/or time change can be made no later than 14 days prior to your rental and is pending facility availability and staff availability.
3. Timeslot adjustments: increase or decrease will be reflected in an updated invoice with the fee change and is due upon receipt.

**Responsibilities of the Recreation Department**

1. To provide a clean, safe, and healthy environment.
2. Recreation staff will check in and check out all members of the group.
3. Recreation staff will open the building, clean, disinfect and lock the building at the end of each use / day. Recreation Staff will be on the premises. They can be reached at the Recreation Office across the parking lot.
4. The Recreation Department will notify groups of facility closures due to malfunctions or emergencies as soon as possible.
5. The Recreation Department will provide a timely response to all inquiries. We strive to respond to all inquiries within 24 hours; however, this may be delayed by holidays and weekends.

**READ CAREFULLY BEFORE SIGNING FORM AGREEMENT:**

**By completing and signing this rental agreement the renter:**

1. Acknowledges they have read and understand all information on this agreement. Violation of terms of this agreement or failure to provide any necessary paperwork may result in rental cancellation and will not be subject to a refund.
2. Acknowledges they will follow all rules, regulations, policies etc. on this form / referenced on this form including any applicable public health guidelines.
3. Renter shall conduct its activities upon the premises so as not to endanger any person lawfully.
4. Renter shall, to the extent permitted by law, indemnify, defend, save and hold harmless the Town of Grand Island, and all its officers, agents, and employees from any and all claims for losses, injuries, damages, expenses (including reasonable attorney's fees) and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the user, its agents, officers, employees, guests, patrons, or any person or persons admitted to the property while said property is being used or under the control of the user.

Name of Renter (print): \_\_\_\_\_

Signature of Renter: \_\_\_\_\_ Date: \_\_\_\_\_