



**Midway State Park
Reservation and/or Special Event
Permit Application** (revised 02/2020)

Date of event: _____ Time (start/end): _____
 Permit Applicant Name: _____ Group Name: _____
 Street Address: _____ City, State: _____ Zip: _____
 Telephone: _____ Cell: _____ Email: _____
 Approximate number of attendees: _____

Fee Schedule			
Rentals	<u>Shelter</u>	<u>Capacity</u>	<u>Fee</u>
	<input type="checkbox"/> Cyclone #5	100	\$100
	<input type="checkbox"/> Lakeside #6 – 1/2	300	\$100
	<input type="checkbox"/> Lakeside #6 – All	600	\$200
	<input type="checkbox"/> Jack Rabbit #7 – 1/2	75	\$75
	<input type="checkbox"/> Jack Rabbit #7 – All	150	\$100
	<input type="checkbox"/> Doraldina #8 - 1/2	75	\$75
	<input type="checkbox"/> Doraldina #8 – All	150	\$100
	<input type="checkbox"/> Jack Rabbit & Doraldina	300	\$200
	<input type="checkbox"/> Grey Hill #9	35	\$50
	<input type="checkbox"/> Red Top #10	50	\$50
	<input type="checkbox"/> Sunset Room	100	\$200
	<u>Rides</u>		
	<input type="checkbox"/> Carousel – 1 hour		\$100
<input type="checkbox"/> Climbing Wall – 1 hour		\$100	
<input type="checkbox"/> Go-Karts – 1 hour		\$200	
<input type="checkbox"/> Mini-Golf – 1 hour		\$200	
Permit Processing Fee	\$15.00 Permit processing fee applies to all Special Event permits in this section	\$	
Wedding Permit	\$50.00	\$	
Caterer Permit	\$35.00 Proof of caterer’s insurance & Chautauqua County Health Department food service permit must be submitted in accordance with item #10 of the <i>Terms & Conditions</i>	\$	
Outside Tent Vendor Permit	\$15.00 Proof of liability insurance must be submitted in accordance with item #10 of the <i>Terms & Conditions</i>	\$	
Bounce House Permit	\$15.00 Proof of liability insurance must be submitted in accordance with item #10 of the <i>Terms & Conditions</i>	\$	
Total Charges Due (check payable to <i>NYS Parks</i>)		\$	
Alcoholic Beverages	Will Alcoholic Beverages be served? <input type="checkbox"/> Yes <input type="checkbox"/> No	Please see #11 of the <i>Terms & Conditions</i>	
Special requests:			

TERMS AND CONDITIONS

1. A permit is required for all shelter reservations and/or special events that involve weddings, the use of a catering firm, and for which tents and other rental equipment will be employed.
2. Permitted events are subject to the policies and normal operating rules, regulations of the New York State Office of Parks, Recreation and Historic Preservation as contained in the *Official Compilation of Codes, Rules and Regulations of the State of New York*. Ask a park representative where a copy of the Rules and Regulations can be found. An unofficial copy can be found online at www.parks.ny.gov.inside-our-agency/document. Should violations of these rules occur, and should they not be corrected upon direction from an employee, officer or agent of the Agency, such employee, officer or agent is empowered to immediately cancel a permit and take such remedial and/or legal action as may be provided for by law.
3. Events may take place only during regular hours of operation unless authorized by Park/Site Manager. **Evening events must conclude by 10 p.m.**
4. Approved events shall not interfere with the use of park facilities by the public.
5. Ride rentals must be done before the rides open for the day or after the rides close for the day. They cannot be rented during times the rides are scheduled to be open to the public. All normal ride restrictions regarding height, age, etc., still apply during rentals.
6. As a carry-in/carry-out facility, all refuse; foodstuffs, decorations, signs, and any other material brought in for the event must be removed at the end of the event. The Permittee is responsible to make sure area is thoroughly cleaned of any debris, trash, etc. before departure.
7. Weddings and wedding receptions may take place in designated locations only. Any confetti used/thrown at a wedding **must be of natural biodegradable material** such as flower petals, lavender buds or birdseed. Artificial confetti such as metallic, glitter, paper, ribbons, plastic, etc. is prohibited. All flowers and plants brought into the facility must be removed from the premises and disposed of in a legal manner.
8. Permittee may not move equipment owned by the State of New York, including picnic tables or grills, without permission of the Facility Manager. The Permittee also may not cut, alter or remove natural landscape features. The Permittee shall not post signs and/or balloons without obtaining such permission.
9. Vehicles belonging to persons attending the special event must be parked in designated parking lots unless otherwise authorized.
10. All third-party contractors of the Permittee (caterers, tent rental companies, bounce houses, etc.) providing services at the permitted activity are required to contact the Facility Manager **not later than two weeks prior to the event** to inspect the activity site and to discuss all needs and requirements with the Facility Manager. The Permittee is responsible for providing the site with contact information for all third party service providers for their event.
 - a. Caterer: Permittee and/or caterer shall be required to provide Parks, **not later than two weeks prior to the permitted activity**, the ACORD 25 Certificate of Insurance as written evidence of products liability (with a limit of not less than \$2,000,000.00) and dram shop insurance if serving alcoholic beverages (with a limit of not less than \$500,000.00); and shall also provide written evidence that such insurance names "The State of New York, OPRHP, their officers, employees, and agents" as additional insureds.
 - b. Tents: If authorized by Parks to erect a tent or canopy, the tent or canopy may only be erected on the site as directed by the Facility Manager. Permittee and/or tent vendor shall be required to provide Parks, **not later than two weeks prior to the permitted activity**, the ACORD 25 Certificate of Insurance as written evidence of products liability (with a limit of not less than \$2,000,000.00) and shall also provide written evidence that such insurance names "The State of New York, OPRHP, their officers, employees, and agents" as additional insureds.
 - c. Bounce Houses: If authorized by Parks to erect and utilize a bounce house, the company that the bounce house is being rented from must provide an operator on site the entire time the bounce house is in operation. The bounce house may only be erected on the site as directed by the Facility Manager. Permittee vendor shall be required to provide Parks, **not later than two weeks prior to the permitted activity**, the ACORD 25 Certificate of Insurance as written evidence of products liability (with a limit of not less than \$2,000,000.00) and shall also provide written evidence that such insurance names "The State of New York, OPRHP, their officers, employees, and agents" as additional insureds.

11. The Permittee, or his/her caterer, shall be authorized to serve alcoholic beverages to those persons 21 years of age or older only under the following conditions:
 - a. All consumption of such beverages will be confined to the area named in this permit application and all regulations of the Allegany Region will be obeyed.
 - b. If required by the Alcoholic Beverage Control Law, a valid permit issued by the Liquor Authority shall be provided to the Facility Manager prior to the date of the activity authorized by this permit. This permit shall be displayed at the location where alcoholic beverages are dispensed and remain on display for the entire event. A copy of a current ACORD 25 Certificate of Insurance which provides dram shop insurance coverage as required by law; and, the Permittee and/or Permittee's caterer shall present evidence to Parks, prior to the day of the permitted activity, that all insurance required by this permit names as additional insureds "The State of New York, OPRHP, their officers, employees, and agents."
12. Permittee shall defend, indemnify and hold harmless the State of New York, OPRHP, their officers, employees and agents from and against damages for injury to or death of persons and damage to or destruction of property of State Parks or others occurring during Permittee's use of said premises and caused by acts, omissions, neglect or misconduct of Permittee or any of its employees, agents, contractors, licensees or guests in the conduct of Permittee's operations under this permit. The Permittee assumes all risk of loss of the Permittee's property or that of its agents, employees, contractors and guests. Permittee's liability is not limited to the insurance coverage provided.
13. Permittee shall promptly report any and all unusual incidents directly to the Park Manager or Park Police. Unusual incidents include, but are not limited to, damage to Park property, accidents, personal injuries, and emergencies involving medical personnel.
14. The Permittee is responsible for communicating the above *Terms & Conditions*, especially concerning gate admittance and appropriate parking locations, to all guests and to all of their service providers including, but not limited to: the caterer, portable toilet company, florist, photographer, decorator, wedding planner, band members or DJ, and limousine driver.
15. **Permits are not transferable.** The special event may only be authorized once the Agency has received acknowledgment of the Permittee's receipt of this communication and the Permittee's agreement to the *Terms and Conditions* set forth herein.

CANCELLATION AND REFUND POLICY

The permitted activity may be canceled by Parks if in the sole judgement of Parks the activity cannot be safely conducted or continued due to:

1. Dangerous weather conditions, including but not limited to high winds, heavy downpour, lightning, etc.
2. Emergency situations, including but not limited to acts of God, disaster, civil disorder or similar cause beyond the control of Parks making it advisable or impossible to hold the activity or provide the facility.

In such events, the Permittee shall receive a full (100%) refund, and the Permittee hereby waives any and all claims for compensation for any and all losses or damages occasioned by such cancellation.

A refund of all fees paid will be provided if the permittee cancels the event thirty (30) days or more prior to event, less the permit processing fee of \$15.00. For cancellations made prior to ten (10) days before the event, a refund of 50% of all fees paid, less the permit processing fee of \$15.00, will be provided. No refund will be issued for cancellations made less than ten (10) days prior to the date of the reservation.

By my signature, I indicate my agreement to abide by the *Terms and Conditions* of this permit application and to ensure that service providers and others in my party will abide by these conditions:

Signature of Permit Applicant (electronic signature is acceptable)

Date

FOR OFFICE USE ONLY

Application reviewed by Facility Manager or designee on (date): Initials:

Approved – event permit generated and sent to permittee along with a copy of this application and the Conditions and Requirements agreed to.

Denied – notice explaining denial sent to applicant on (date):

Additional Comments/Information:

SPECIAL CONDITIONS TO BE APPLIED TO PERMIT

1. Amplified Music: Amplified music for the purpose of entertainment of guests at the permitted activity (is / is not) authorized. The Permittee shall comply with all reasonable requests of Parks personnel with respect to such amplified music.

2. Tents or canopies that are required for the permitted activity may be erected on the site as directed by the Park Manager. The maximum size tent or canopy authorized for this permitted activity shall be by . If authorized by Parks to erect a tent or canopy, the Permittee shall be completely responsible for the erection of the tent or canopy as directed by the Facility Manager.

3. Sanitary Facilities: Rest Room facilities (are / are not) available in the immediate vicinity of the permitted event. In the event that such facilities are not so available, the Permittee is required to provide not less than portable restroom units, which shall be located as directed by the Facility Manager.

4. Equipment Removal: All tents or canopies, sanitary equipment, or other equipment erected or brought on to the site by or for the Permittee shall be removed by the Permittee not later than (time) on (date) . Failure to remove such equipment shall result in the removal of the equipment by Parks at cost to the Permittee as indicated in the fee section of the permit.