



Parks, Recreation and Historic Preservation

RESERVATIONS AND SPECIAL PERMITS APPLICATION

Requested Date(s): _____ Times (start/end): _____

Group/Organization Name: _____

Permittee/Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alternate Phone: _____

Email address: _____

Estimated Group Size: Adults: _____ Under 18: _____

Estimated Number of Vehicles: Personal Vehicles: _____ Buses: _____

Rental Space Location(s) Requested (if any): **** = No utilities available at this location**

Park	Park Address	Location	Capacity	Fee
Lake Erie:	5838 Rt 5 Brocton, NY 14716 (716) 792-9214	<input type="checkbox"/> Pavilion – Camping side	75	\$90
		<input type="checkbox"/> Pavilion – Day-Use side**	60	\$70
		<input type="checkbox"/> Gazebo**	20	\$50
		<input type="checkbox"/> Park Tent 20' x 40'**	100	\$200
Long Point:	4459 Rt 430 Bemus Point, NY 14712 (716) 386-2722	<input type="checkbox"/> Pavilion	144	\$100
		<input type="checkbox"/> Gazebo – Waterpoint**	20	\$35
		<input type="checkbox"/> Gazebo – Overlook**	20	\$35
Midway:	4859 Rt 430 Bemus Point, NY 14712 (716) 386-3165	<input type="checkbox"/> Cyclone (#5)	100	\$100
		<input type="checkbox"/> Lakeside Shelter (#6) - 1/4	150	\$50
		<input type="checkbox"/> Lakeside Shelter (#6) - 1/2	300	\$100
		<input type="checkbox"/> Lakeside Shelter (#6) - All	600	\$175
		<input type="checkbox"/> Jack Rabbit (#7) - 1/2	75	\$60
		<input type="checkbox"/> Jack Rabbit (#7) - All	150	\$100
		<input type="checkbox"/> Doraldina (#8) - 1/2	75	\$60
		<input type="checkbox"/> Doraldina (#8) - All	150	\$100
		<input type="checkbox"/> Jack Rabbit & Doraldina	300	\$175
		<input type="checkbox"/> Grey Hill (#9)	35	\$50
		<input type="checkbox"/> Red Top (#10)	60	\$70
		<input type="checkbox"/> Sunset Room	100	\$200
		<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		
Sunset:	12958 Allegany Rd Irving, NY 14081 (716) 934-2375	No current rental spaces – other permits available in next section		

Additional Permits

	Activity	Fee	
	Park Vehicle Use Fee (Long Point, Lake Erie & Sunset Bay)	<p align="center"><u>Vehicle Use fees will not be waived for events</u></p> Vehicles belonging to persons attending the special event must be parked in designated parking lots unless otherwise authorized. You can preorder and pick up prepaid gate admission tickets in advance-not the day of the event.	<p align="center"><u>Permittee's Initials</u> <u>acknowledging vehicle use fee policy:</u></p> <p align="center">_____</p>
<input type="checkbox"/>	Vehicle Use Fee: Personal Vehicles (Long Point, Lake Erie & Sunset Bay)	<input type="checkbox"/> \$6 Non-Open Beach Days <input type="checkbox"/> \$7 Open Beach Days & Sunset Bay # of prepaid tickets _____	
<input type="checkbox"/>	Vehicle Use Fee: Commercial Buses (Long Point, Lake Erie & Sunset Bay)	\$75 # of prepaid tickets _____	
<input type="checkbox"/>	Vehicle Use Fee: Not-for-Profit Buses (Long Point, Lake Erie & Sunset Bay)	\$35 # of prepaid tickets _____	
<input type="checkbox"/>	Vehicle Use Fee: Not-for-Profit Buses – SEASON (Long Point, Lake Erie & Sunset)	\$75	
<input type="checkbox"/>	Alcohol to be served	No Fee **Additional Form Required**	
<input type="checkbox"/>	Amplified Sound/Music	No Fee	
<input type="checkbox"/>	Permit Processing Fee- Required for any permit below:	\$15.00	
<input type="checkbox"/>	Fishing Tournament/Car Show Run/Walk/X-Country Race Any Other Organized Event	\$50.00 **Addendum "A" Required** Proof of liability insurance required	
<input type="checkbox"/>	Wedding	\$50.00	
<input type="checkbox"/>	Caterer	\$35.00 Proof of liability insurance and Chautauqua County Health Department food service permit required	
<input type="checkbox"/>	Tent	\$15.00 Proof of liability insurance required	
<input type="checkbox"/>	Bounce House	\$15.00 Proof of liability insurance required	
		Total charges to be paid prior to issuance of permit(s)	

Other special requests:

RESERVATIONS/SPECIAL PERMIT TERMS, CONDITIONS AND REQUIREMENTS

Park Admission & Parking. Issuance of this permit does not waive any applicable vehicle use fees that must be paid upon entry. Any prepaid park admission tickets must be in the possession of those entering the park. The park will not be responsible for passing them out. Vehicles of those attending the permitted activity may be parked only in available parking lots in appropriate parking spaces. All other vehicles required to service the activity may access the site at the direction of the Park Manager.

Live Music/Amplified Music or Sound. Amplified music for the purpose of entertainment of guests at the permitted activity (is/is not) authorized, the Permittee shall comply with all requests of Parks personnel with respect to such amplified music. Amplification of music or other sounds must be kept at a reasonable level as determined by Parks personnel.

Alcohol. No person less than 21 years of age shall possess or consume any alcoholic beverage. An Alcoholic Beverage Permit is required for groups exceeding 25 persons. Neither the Permittee, nor the Permittee's servants, agents, employees, nor contractors shall be authorized to serve or sell alcoholic beverages to any person under the age of twenty-one years of age. The Permittee, or his/her caterer, shall be authorized to serve alcoholic beverages to those persons twenty-one years of age or older only under the following conditions:

1. 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 certificate of insurance which provides dram shop insurance coverage as required by law; and
2. 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 People of the State of New York, the NYSOPRHP and its commissioners, officers, agents and employees" are named as additional insured.

Weddings. 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 and a fine will be levied if used. All flowers and plants brought into the facility must be removed from the premises and disposed of in a legal manner.

Caterers. Permittee's and/or caterers shall be required to provide Parks, prior to the day of the permitted activity, 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 insurances as provided above names as additional insureds "The People of the State of New York, the NYSOPRHP and its commissioners, officers, agents and employees" are named as additional insured. Proof of Chautauqua County Health Department food service permit must also be submitted prior to the day of the permitted activity.

Tents. If authorized by Parks to erect a tent or canopy, prior to the day of the permitted activity or erection of the tent or canopy, written evidence of liability (with a limit of not less than \$2,000,000.00) insurance naming as additional insureds "The People of the State of New York, the NYSOPRHP and its commissioners, officers, agents and employees" are named as additional insured must be provided. The tent or canopy may only 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 _____.

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. Prior to the day of the permitted activity or erection of the tent or canopy, written evidence of liability (with a limit of not less than \$2,000,000.00) insurance naming as additional insureds "The People of the State of New York, the NYSOPRHP, Allegany Region OPRHP and its commissioners, officers, agents and employees." must be provided. The tent or canopy may only be erected on the site as directed by the Park Manager.

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. Portable restrooms can be rented from local suppliers (not from the State Parks).

****All third-party contractors of the Permittee (caterers, tent rental companies, bounce houses, portable restrooms, etc.) providing services at the permitted activity are required to contact the Park Manager **not later than two weeks prior to the event** to inspect the activity site and to discuss all needs and requirements with the Park Manager. The Permittee is responsible for providing the Park with contact information for all third party service providers for their event.

Equipment. All equipment brought onto the site for use at the permitted activity must be approved in advance by Parks. All materials and equipment authorized to be brought onto the property, including tables, chairs, catering equipment, portable sanitary facilities, tents and refuse from the permitted activity must be removed from the facility by the Permittee not later than _____ on _____. Failure to remove such equipment shall result in the removal of the equipment by Parks at cost to the Permittee.

Signage. Signage related to permitted activity may only be posted in a manner and in locations approved by Parks. The Permittee shall not post signs and/or balloons without obtaining such permission.

Ride/Attraction Rentals at Midway. 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 heights, ages, etc. still apply during rentals.

GENERAL TERMS, CONDITIONS AND REQUIREMENTS

The approved event shall not interfere with the use of park facilities by the public. Parks are open to the public.

This permit allows the permittee use of the designated area only on the designated date(s) and time(s). The activity may only take place during the hours specified in this Permit. Events may take place only during regular hours of operation unless authorized by Park Manager. Activities authorized by this Permit may only be conducted only on the grounds of State Parks as described in this permit. The park will remain open to the public during park hours.

All refuse, foodstuffs, decorations, signs, and any other material brought in for the event must be removed and taken with you at the end of the event. It is your responsibility to make sure area is thoroughly cleaned of any trash, debris, etc. before departure. The Permittee shall leave the premises in a tidy condition and shall reimburse OPRHP for any damages or excessive cleaning costs caused by the Permittee, or any person on the premises at the invitation of the Permittee.

Permittee may not move equipment owned by the State of New York, including picnic tables or grills, without permission of the Park Manager. The Permittee also may not cut, alter or remove natural landscape features.

A Permit is temporary and revocable at any time. All rules and regulations of the New York State Office of Parks, Recreation and Historic Preservation must be followed in the execution of this permit. The event permitted by this agreement is subject to the policies and normal operating rules, regulations of the NYSOPRHP 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 Regulation can be found. 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 this permit and take such remedial and/or legal action as may be provided for by law.

Permittee shall promptly report any 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.

The permit is not transferable. The special event will 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.

Parks will not be responsible for providing any utility or service in addition to that, which is already available at the site or which is included in the Special conditions of this permit including but not limited to gas, electricity, restrooms, water, etc.

The Permittee and their servants, agents, employees, contractors, and guests shall abide by all Park Rules and Regulations, as well as all applicable State and Federal laws at all times during the permitted event. The Permittee is responsible for communication of the above rules and 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(s), photographer(s), decorator(s), wedding planner, band members or DJ, limousine driver, buses.

Permittee shall defend, indemnify and hold harmless the People of the State of New York, the Executive Department, the New York State Office of Parks, Recreation, and Historic Preservation and their commissioners, officers, agents and employees 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. OPRHP shall not be responsible for property damage or personal injury to the Permittee, or any person upon the premises at the invitation of the Permittee. The Permittee hereby waives any and all claims from compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this permit; any such interference shall not relieve the Permittee from any obligation hereunder.

CANCELLATION AND REFUND POLICY

The permitted activity may be canceled without notice by Parks if in the sole judgement of Parks, the activity cannot be safely conducted or continued due to:

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

The Permittee hereby waives any and all claims for compensation for any and all losses or damages occasioned by such cancellation or by any interference with the permitted activity by Park's staff.

In the event of a cancellation of the permitted activity, a refund of permit fees paid to Parks may be made under the following conditions:

- Where no financial loss occurs to Parks through the cancellation.
- Where, in the judgement of Parks, the cancellation is predicated on circumstances beyond the control of the Permittee.
- Where, in the judgement of Parks, it is clear that there has been a misunderstanding on the part of the Permittee as to space or facilities or uses permitted.
- Where an error has been made by an employee of Parks as to the space or facilities or use permitted.

For cancellations by permittee made more than 30 days prior to the reserved date, a full (100%) refund shall be issued. For cancellations made prior to ten (10) days before the reserved date, a 50% refund shall be issued. No refunds shall be issued for cancellations made less than ten (10) days prior to the date of reservation. A processing fee of \$9.00 will be deducted from all refund amounts

All refunds requests are submitted at the Park level but are processed and issued centrally through OPRHP in Albany directly to the permittee.

By my signature, I indicate my agreement to abide by the terms and conditions of these permit(s) and to ensure that service providers and others in my party will abide by these conditions:

Signature_____Date_____

- **PLEASE MAKE ALL CHECKS PAYABLE TO: NYSOPRHP**
- **PLEASE INCLUDE ANY REQUIRED PROOF OF INSURANCE WITH YOUR APPLICATION**
- **PLEASE MAIL OR DROP OFF YOUR APPLICATION TO THE PARK AT WHICH YOU ARE APPLYING FOR A PERMIT:**
 - ✓ Lake Erie State Park, 5838 Route 5, Brocton, NY 14716
 - ✓ Long Point on Chautauqua State Park, 4459 Rt 430, Bemus Point, NY 14712
 - ✓ Midway State Park, 4859 Route 430, Bemus Point, NY 14712
 - ✓ Sunset Bay Marine Park, 12958 Allegany Rd, Irving, NY 14081
- **ENCLOSE A LEGAL SIZE, SELF-ADDRESSED, STAMPED ENVELOPE FOR RESERVATION CONFIRMATION, PAYMENT RECEIPT AND APPLICABLE PERMITS**

-----Office Use Only-----

Date Paid	Amount Paid	Check#/Cash/CC	If Req, Ins Proof?	Received By:

RESERVATION AND/OR SPECIAL PERMIT

Approved?	
<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

Park Manager or Supervisor:_____

Notes/Restrictions/Explanations:
