

**Group/Applicant Contact and Proposed Use Information**  
**EVENT DESCRIPTION - THIS MUST BE COMPLETED - USE ADDITIONAL SHEET IF NECESSARY**

Date of Event: \_\_\_\_\_

Name of Performing Entertainment: \_\_\_\_\_

Name of Sound Production Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Organization/Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Arrival Time: \_\_\_\_\_ am/pm End Time: \_\_\_\_\_ am/pm

Telephone: \_\_\_\_\_

Event Time: \_\_\_\_\_ am/pm End Time: \_\_\_\_\_ am/pm

Cell Phone: \_\_\_\_\_

Projected Attendance: \_\_\_\_\_

Fax: \_\_\_\_\_

Security Provided by: \_\_\_\_\_

Tax Exempt # (if non-profit) \_\_\_\_\_

Number of Security and Locations: **AS OUTLINED ON PAGE 6**

Is the event: for-profit \_\_\_\_\_ not-for-profit \_\_\_\_\_

Will event be open to the public? (Circle One) Yes No Will there be fireworks? Yes No

Will liquor be served? Yes No Will event be for invitation only? (Circle one) Yes No

**INSURANCE AND LIQUOR REQUIREMENTS**

**REQUIRED FOR ALL EVENTS AT APPLICATION :**

1. General Liability Insurance Certificate - **REQUIRED** -\$2 million \_\_\_\_\_  
(Naming Village of Baldwinsville & NYS Canal Corp as Additionally Insured)

**Security organization hired for event:**

1. General Liability Insurance Certificate - **REQUIRED** - \$1 million \_\_\_\_\_  
(Naming Village of Baldwinsville & NYS Canal Corp as Additionally Insured)

**Liquor requirements:**

1. Alcohol Liability Insurance Certificate - **REQUIRED** - \$ 2 million \_\_\_\_\_  
(Naming Village of Baldwinsville & NYS Canal Corp as Additionally Insured)

2. Liquor License - **REQUIRED** - for all liquor sales \_\_\_\_\_

COPY OF APPLICATION/COPY OF LICENSE AS SOON AS IT IS AVAILABLE.

3. WAIVER OF OPEN CONTAINER LAW from Village Board of Trustees \_\_\_\_\_  
(**REQUIRED** for use or sale of any alcoholic beverages)

**FIREWORKS PROCEDURE TO BE FOLLOWED AS REQUIRED.** \_\_\_\_\_

**Fees to be Paid**

LICENSE FEE: \_\_\_\_\_ **\$1,000 DUE AT RESERVATION** SECURITY DEPOSIT: \_\_\_\_\_ **\$1,500 DUE NLT 15 DAYS PRIOR TO EVENT**

TRASH DUMPSTER FEE: \_\_\_\_\_ **\$75/\$85 per dumpster DUE AT RESERVATION**  
HIGH AMP CAM LOCK (SEE PG 5) \_\_\_\_\_ **\$100 DUE AT RESERVATION**

TOTAL FEES: Payable to the Village of Baldwinsville: \_\_\_\_\_

**Village of Baldwinsville-PMI**

**Additional Requirements**

**Food/Alcohol/Catering-PLEASE COMPLETE**

Company/Individual Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Address: \_\_\_\_\_ Delivery Date & Time \_\_\_\_\_

\_\_\_\_\_ Takedown Date & Time: \_\_\_\_\_

**FOOD/ALCOHOL/CATERING CERTIFICATES TO BE OBTAINED BY LICENSEE & PROVIDED TO THE VILLAGE**

The Village of Baldwinsville has a signed contract with Pepsi Bottling Group for exclusive non-alcoholic pouring rights. For all events held on Paper Mill Island (sometimes referred to herein as the "park") for which products (including bottled water) are made available by the LICENSEE of the event, these shall be purchased **solely from Pepsi Cola Bottling of Syracuse**; however, this shall not preclude an individual from consuming or possessing such other non-Pepsi Cola products.

Pepsi Cola can be reached at 315-463-8581, speak with the special events department. Again, you **must** purchase these products **solely** through the Pepsi Cola Bottling Group.

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**Equipment Rental Information - MUST BE COMPLETED**

(This area covers tent rentals, any subcontractors, etc - attach additional sheets if necessary)

Rental Company Name: \_\_\_\_\_ Telephone#: \_\_\_\_\_

Address: \_\_\_\_\_ Delivery Date & Time: \_\_\_\_\_

\_\_\_\_\_ Takedown Date & Time: \_\_\_\_\_

Detail of service provided by this vendor: \_\_\_\_\_

**Additional Deliveries - MUST BE COMPLETED**

(attach additional sheets if necessary)

Company/Contact Name	Telephone	Delivery/Takedown Date & Time
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**Tents may not be staked and may only be put up using barrels.  
All scheduled times must be met.**

**TERMS & CONDITIONS**

**VILLAGE OF BALDWINSVILLE  
PAPER MILL ISLAND PARK LICENSE APPLICATION**

This is a LICENSE, ISSUED for the “date reserved” set forth herein, between the VILLAGE OF BALDWINSVILLE, hereinafter referred to as the “VILLAGE,” and the above named Contact Name, hereinafter referred to as the “LICENSEE”. The LICENSEE agrees to abide by the terms and conditions of this LICENSE which are defined as follows:

**Rental Period:**

- 8:00 a.m. to 10:00 p.m. (Including set-up time) Sunday through Thursday.
  - 8:00 a.m. to 11:00 p.m. (Including set-up time) Friday and Saturday.
  - Event take-down and clean-up must immediately follow unless approved in advance by the VILLAGE.
  - **Fireworks: (There is additional specific paperwork that must be completed-Please see clerk)**
- For those events that include a fireworks program, they must start no later than 10:15 p.m. and end by 10:45 p.m.**

**Fees/Security Deposits:**

	Per Day Rental *	Security Deposit **
Monday – Sunday	\$1,000.00	\$1,500.00

\*Any applicant can request a fee waiver or modification from the Village Board at the time of application. The security deposit fee is not subject to change or waiver.

\*\*Security deposit is due **NO LATER THAN 15 BUSINESS DAYS BEFORE THE EVENT.**

**\*\*\*THE ENTIRE SECURITY DEPOSIT IS SUBJECT TO FORFEITURE IF ANY RULES OR REQUIREMENTS ARE NOT MET.**

**Confirmation:**

The date requested is considered “reserved” upon submission of the application and payment; however, no LICENSE will be issued until the Village Board approves the specific application. Reservations for Events will be honored by the Village Board, provided that the LICENSEE completes all requirements associated with the Event (e.g., including but not limited to submitting proof insurance coverage, making security arrangements, providing complete information regarding equipment rental, catering and deliveries). If the LICENSEE fails to meet deadlines or otherwise fails to comply with the requirements of this LICENSE AGREEMENT, the Village Board may cancel the reservation on written notice, or as otherwise provided herein, and the date shall be made available for other potential licensees in the discretion of the Village Board. All such decisions of the Village Board are final.

**Advance Rental:**

- Reservations will be accepted up to, but not more than, **one year** in advance, but Promoters will have first priority to reserve an application date with respect to applications filed by May 1 of each year.

**Cancellations/Refunds:**

- If an event is cancelled by the LICENSEE on the scheduled date due to adverse weather conditions that would reasonably prevent the event from occurring, upon written request to the Village Board, the Board may consider a full or partial refund of the rental fee and/or security deposit as determined on a case by case basis in the Village Board’s sole discretion.
- If the event is cancelled by the LICENSEE without cause, no refund will be made unless that date is rented to another licensee at the same rental fee. The security deposit will be returned, less any expenses incurred by the Village in relation to the application and cancellation of the event. In such case, the expenses will be deducted from the security deposit.

### **LICENSE Application for Use:**

- This agreement is binding on all parties, their heirs, representatives and successors in interest. The 'LICENSEE'S Application for Use' and all the information therein shall be deemed a part of this agreement and the information therein shall be relied upon by the VILLAGE. LICENSEE may not assign this agreement.
- LICENSEE acknowledges that its failure to abide by the Terms and Conditions contained herein may result in the cancellation of this LICENSE by the Village Board and the forfeit of any and all License Fees and Security Deposits paid in relation thereto.

### **Liability:**

- The LICENSEE agrees to accept the responsibility for enforcing these rules, and accepts liability for any and all damage caused as a result of the event.
- The LICENSEE agrees to immediately report to the Baldwinsville Police any damage, destruction, illegal or unsafe conduct by any person, which he/she may observe while using park facilities.
- The LICENSEE agrees to uphold and abide by all New York State and local laws.
- **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE VILLAGE OF BALDWINSVILLE BE LIABLE TO THE LICENSEE FOR MORE THAN THE ACTUAL RENTAL FEE AND SECURITY DEPOSIT PAID FOR BREACH OF THIS AGREEMENT NOR BE LIABLE TO THE LICENSEE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES.
- If LICENSEE fails to follow park rules or fails to comply with this agreement, the VILLAGE shall have immediate authority to revoke this LICENSE to use the Park and order LICENSEE and their group off the site.
- The LICENSEE hereby accepts liability and responsibility for any and all damages to park equipment, buildings, furnishings and persons injured in the course of the LICENSEE'S event including set-up and take-down. LICENSEE agrees to indemnify and hold harmless the VILLAGE OF BALDWINSVILLE and its employees and officials for any liability the LICENSEE incurs directly or indirectly in the course of the LICENSEE'S event.
- The VILLAGE requires an insurance certificate of \$2 Million General Liability coverage with the Village of Baldwinsville and the NYS Canal Corporation named as additionally insureds. If said insurance and endorsements are not provided, said event shall be deemed cancelled, notwithstanding any approvals previously granted by the Village Board.
- ***A copy of insurance and endorsements must be on file with the Village Clerk 30 days prior to the event. It is the responsibility of the LICENSEE to supply these documents.***

### **Property Guidelines-Restrooms/Amphitheater/Cleanup/Repair:**

- The LICENSEE shall leave the area clean and in the same condition as prior to this rental. Clean-up shall commence promptly upon conclusion of the Event **and shall be completed by NO LATER THAN 8 A.M. THE FOLLOWING DAY** and shall be thorough and comprehensive, including the emptying of waste receptacles, cleaning of rest room facilities, removal of the Port-a-Johns, and picking up of trash from the grounds. **(UNLESS OTHER ARRANGEMENTS HAVE BEEN PREVIOUSLY MADE WITH THE VILLAGE ENGINEER. FOR EXAMPLE : WITHIN 48 HOURS IF PORT-A-JOHNS ARE TO BE PICKED UP ON A WEEKDAY)** The VILLAGE may deduct from the security deposit the expense of cleaning, repairing and restoring the facility to its pre-event condition. If damage occurs to park facilities, or if LICENSEE breaches the Pepsi Bottling Group exclusive pouring rights, the cost of repair, or the fine to be assessed, respectively, shall be deducted from the Security Deposit. If the LICENSEE disagrees with the amount charged for repairs or for violation of the Pepsi Bottling Group exclusive pouring rights, appeal can be made to the Village Board of Trustees, whose judgment shall be final.

- Licensee shall maintain that both restrooms in the amphitheater building are open and available to the public during all events. Additional portable restrooms shall be provided as required to accommodate the anticipated attendance.
- No decoration of any kind may be attached on the inside or outside of the amphitheater. Specifically no staples, nails, tape, or the like, without the prior written permission of the VILLAGE. If any repairs need to be made because of violation of this rule, the cost of repair will be deducted from the security deposit.

**Noise:**

- **Amplified music is permitted until 11:00 p.m.** NOISE LEVELS MAY NOT EXCEED INSTANTANEOUS PEAKS ABOVE 95 decibels and steady LEVELS ABOVE 90 DECIBELS AS MEASURED AT THE SOUND BOARD OR AT A POINT APPROXIMATELY 40 FEET IN FRONT OF THE STAGE. APPLICANT IS RESPONSIBLE TO HAVE SOUND MEASURING EQUIPMENT AT THEIR SOUND BOARD. APPLICANT ALSO AGREES TO CONFORM TO MAXIMUM NOISE LEVELS AND UNDERSTANDS THEY MAY BE DIRECTED BY VILLAGE REPRESENTATIVES TO REDUCE NOISE LEVELS DURING THE EVENT. Failure to comply with this requirement during an event may RESULT IN FORFEITURE OF UP TO THE FULL AMOUNT OF THE SECURITY DEPOSIT AND MAY impact future LICENSE applications. \_\_\_\_\_(initial)

**Vehicle(s) on Island:**

- No motorized vehicles are to be driven on the Park lawns or paved walkways without prior approval from the VILLAGE ENGINEER/DPW REPRESENTATIVE.
- No vehicles shall be driven west of the two white stop lines located on the walkways on the north and south sides of the Island.
- Vehicles that need to be placed on the westerly half of the Island shall get to their desired destination via the center grass area, which may in some cases require vehicle placement prior to the erection of tents within the grass area.
- Vehicles that have out-riggers shall place timbers or boards under the out-rigger bases to prevent damage to the blacktop or grass areas. The LICENSEE of the facility will be held responsible for any necessary repairs.
- All vehicles shall immediately comply with any request by a police officer, Village personnel or event security personnel, to move their vehicle(s) either on the Island or to exit the Island.
- All bands or heavy equipment needing access to the rented area must make prior arrangements with the VILLAGE. **All vehicles shall comply with a 5 MPH speed limit between Route 48 and the Island.**

**Electricity Service on Island:**

The following electricity service connections are available for use by the LICENSEE during the rental period:

Amphitheater stage: Two 30 amp 120/208 volt circuits w/NEMA receptacle L1430  
Two 50 amp 120/208 volt circuits w/P& S CR6364 receptacle

Amphitheater rear: One 30 amp 120/208 volt circuit w/NEMA receptacle L1430  
One 30 amp 208 volt 3ph circuit w/NEMA receptacle 15-30

Island panel: Two 30 amp 120/208 volt circuits w/NEMA receptacle L1430  
Two 50 amp 120/208 volt circuits w/P& S CR6364 receptacle

***NOTE: High amp cam lock connections are available for use on the stage for an additional charge of \$100 per event.***

**Municipal Parking Lot (2 Syracuse Street):** Use of the municipal parking lot located at 2 Syracuse Street is not included in the Paper Mill Island LICENSE. **(A SPECIAL REQUEST SHOULD BE MADE TO THE VILLAGE BOARD FOR USE OF LOT AND WILL BE CONSIDERED ON A CASE BY CASE BASIS.)**

**Boat Dock:** The boat dock attached to Paper Mill Island is closed to the public during events, but is available to the LICENSEE for use. Designated spots shall be left available for Law Enforcement/Coast Guard usage.

**Pets:**

- No pets shall be allowed in the park.

**Fishing:**

- No fishing is permitted on Paper Mill Island.

**Security:**

- *Security requirements have been outlined below. Security organizations providing service are required to have a General Liability policy of \$2 million with endorsements naming the Village of Baldwinsville and NYS Canal Corporation as additionally insured.*

**As per the authority of the Village Board, May 2, 2006, these are the security requirements for Paper Mill Island events. Any questions about these requirements should be discussed with the Police Chief directly at 315-635-6808.**

Following are the **general Security Requirements** for Paper Mill Island Events - Open to the Public - Alcohol Served \*:

0 to 1,000 people	4 Uniform	6 T-shirt Security
1,001 to 1,500 people	5 Uniform	8 T-shirt Security
1,501 to 2,000 people	6 Uniform	10 T-shirt Security
2,001 to 3,500 people	8 Uniform	12 T-shirt Security

**Attendance: Paper Mill Island has a maximum occupancy of 3,500 persons**

**(Anticipated Attendance over 300 persons and above)**

- It will be the responsibility of the LICENSEE to provide additional restroom facilities (port-a-johns & washing stations) for events with an *anticipated* attendance over 300. The number of restroom facilities that will be provided for the event will be listed on the application for use and approved by a representative of the VILLAGE. These must be removed no later than 48 hours following the Event.

**(Anticipated Attendance over 1,000 persons and above)**

- \*In addition to the **general security requirements** above, if an *anticipated* attendance for an event (public or private) is larger than 1,000 /or alcohol is served for any size event, the LICENSEE will be required to designate a uniformed street crossing guard at the location of the entrance of Paper Mill Island at Syracuse Street. This crossing guard should be available beginning one hour before, for the duration of the event, and ending one hour after the event to assist with crossing at the street.

**Alcohol Sales/Consumption (all):**

- The use of alcoholic beverages is prohibited without the prior approval of the Village of Baldwinsville Board of Trustees. LICENSEE must receive prior written consent to consume and/or sell alcoholic beverages (waiver of open container law must be authorized by Village Board of Trustees). Consent will not be given for the sale of alcohol without proof that the LICENSEE or their agent selling alcohol has the proper liquor license. (***Waiver obtained by submitting a request to the Board of Trustees***).
- If any alcoholic beverages are to be consumed, the **LICENSEE must have filed with the VILLAGE at the time of application**: Certificates of Insurance for \$2 Million Liquor Liability and \$2 Million General Liability coverage, both naming the Village of Baldwinsville and the NYS Canal Corporation as additionally insureds.
- The LICENSEE must have a permit to sell/serve offered alcoholic beverages on the date(s) of the event(s) from the New York State Liquor Authority, **a copy of which must be provided to the VILLAGE prior to the event**.
- All persons involved in the sale, pouring or distribution of alcoholic beverages shall have training in the recognition of intoxicated persons and the LICENSEE shall not allow consumption of any alcoholic beverage by persons under age 21 or allow any person to be served who is intoxicated, and if such consumption occurs the VILLAGE may immediately revoke this LICENSE, terminate the Event, and all fees shall be forfeited.

**Alcohol Sales/Public Events:**

- All persons involved in the sale, pouring or distribution of alcoholic beverages shall refrain from consuming alcoholic beverages eight (8) hours prior to and during their work shift.
- There shall be a person specifically assigned to supervise the sale, pouring and distribution of all alcoholic Beverages. This person shall refrain from consuming alcoholic beverages eight (8) hours prior to or during their work shift. This person should be on site all through the event and should be made known to VILLAGE and Police Officials.
- The LICENSEE is responsible for having a person on-site who is in charge of the event “as a whole”. This person shall be separate from the alcoholic beverage sale supervisor and this person shall refrain from consuming alcoholic beverages during the event.
- No alcoholic beverages may be sold after 10:30 p.m.
- ***The Event will not be permitted to take place, notwithstanding Village Board approval, unless a copy of all required insurance certificates (SEE PAGE 1) showing proper insurance coverage and endorsements with the Village of Baldwinsville and NYS Canal Corporation named as additionally insured are on file with the Village Clerk.***

***All applications will be reviewed by the Village Board of Trustees who has final authority to approve or disapprove any application for use of Paper Mill Island in their sole discretion.***

Dated: \_\_\_\_\_ RETURN THIS FORM WITH PAYMENT:

VILLAGE CLERK'S OFFICE  
VILLAGE OF BALDWINVILLE  
16 WEST GENESEE STREET  
BALDWINVILLE, NY 13027

\_\_\_\_\_  
(APPLICANT-SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)