



Phone: 607.432.6450  
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 Internet Address:  
 www.oneonta.ny.us  
 E-Mail Address:  
 cityinfo@oneonta.ny.us

**OFFICE OF THE CITY CLERK**  
 City Hall, 258 Main Street  
 Oneonta, NY 13820-2589

**City of Oneonta Portable Bandstand  
 Usage Request Form**

**Applicant Section**

Organization Name \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

Purpose of Request \_\_\_\_\_

Duration of Rental: \_\_\_\_\_

**City Clerk Checklist and Authorization Section**

- Not-for-Profit usage fee paid (\$100.00 per day) \_\_\_\_\_
- For-profit usage fee paid (\$250.00 per day) \_\_\_\_\_
- Insurance Certificate submitted \_\_\_\_\_
- Indemnification Agreement submitted \_\_\_\_\_
- Request Approved \_\_\_\_\_
- Request Denied \_\_\_\_\_

Applicant agrees they shall be responsible for any damages incurred to the bandstand during the usage period.

\_\_\_\_\_  
 Signature of Authorized Representative (Renter)

\_\_\_\_\_  
 Date



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**City of Oneonta Portable Bandstand  
 Indemnification Agreement**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the CITY OF ONEONTA, a municipal corporation with offices at City Hall, 258 Main Street, Oneonta, New York, 13820 (hereinafter "Lessor") and

\_\_\_\_\_  
 \_\_\_\_\_ (hereinafter "Lessee").

WHEREAS the Lessee is hereby renting from the Lessor a portable bandstand for its own use and purposes; and

WHEREAS, the Lessor wishes to obtain in consideration for such willingness to rent said bandstand to the Lessee and indemnification of itself by the Lessee.

NOW, THEREFORE, in consideration of the right to use said bandstand from \_\_\_\_ AM/PM on the day of \_\_\_\_\_, 20\_\_ through \_\_\_\_ AM/PM on the day of \_\_\_\_\_, 20\_\_, it is;

AGREED that the Lessee assumes the risk of liability arising from or pertaining to the possession, operation and use of said leased band stand. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, cost, expenses (including reasonable legal expenses), damage and liability arising from or pertaining to the use, possession or operation of such leased bandstand by the Lessee.

IN WITNESS WHEREOF, the representative of the Lessee has set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Lessee