

## OGDENSBURG CODE

### § AR-26.5 Alcohol policy.

[Added 1-26-2009 by Ord. No. 1-2009]

- A. In the interest of promoting the safe and responsible use of alcohol at events being held in municipal facilities and to:
- (1) Protect citizens, volunteers, public property and municipal assets;
  - (2) Attempt to prevent problems that can arise as a result of alcohol consumption; and
  - (3) Foster an enjoyable environment for all who use City of Ogdensburg municipal facilities, individuals/organizations/groups/business entities who desire to serve alcohol at events being held in municipal facilities shall enter into an Alcohol Policy Agreement with the City of Ogdensburg, New York, setting forth the terms and conditions under and by which alcohol may be served, as follows:

### THE CITY OF OGDENSBURG ALCOHOL POLICY AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, an individual/organization/group/business entity (hereinafter referred to as “Renter”) who resides at /has a place of business at \_\_\_\_\_ and the City of Ogdensburg (“City”) and \_\_\_\_\_, maintaining its principal office at \_\_\_\_\_ in the City of Ogdensburg, County of St. Lawrence and State of New York, do hereby agree as follows:

1. The renter desires to serve alcohol at the following premises owned by the City of Ogdensburg \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter “Site”).
2. The Renter will be held liable for any and all damages incurred to the Site during the date and times the Renter has reserved and used the Site. A \$500 security deposit is required in advance for any event serving alcoholic beverages to cover the costs of any damages. If damages exceed \$500, the Renter is responsible for all costs associated with the repair of same. A full inspection of the property will be conducted after the event with both the Renter and a Site attendant, and both will sign below to acknowledge the condition of the Site following the Renter’s use of the Site. If no damage has occurred, the \$500 deposit will be refunded to the Renter within two weeks from the date of the inspection.
3. Alcoholic beverages will only be consumed inside the facility or, if applicable, on a specifically designated patio area as approved by the City. All other areas fall under the Open Container Law and are subject to be ticketed by the City or State Police. It is the sole responsibility of the Renter to verify that he/she/it may lawfully serve alcoholic beverages at the Site. Neither the City of Ogdensburg nor the Site make any representations or warranties that such activity is lawful nor as to what steps, if any, the Renter must take in order to make such activity lawful. The City recommends and the renter acknowledges that it is the Renter’s sole responsibility to contact the New York State Liquor Authority or other appropriate State Agency to ascertain whether the Renters provisions of alcohol is legal.
4. The legal drinking age for New York State is 21 years of age. No one under 21 years of age is allowed to consume alcoholic beverages on Site property under any circumstances.
5. All empty containers from alcoholic beverages must be taken with you when you exit the Site.
6. In consideration of permission to use the Site the Renter does hereby release, waive, discharge and covenant not to sue the City of Ogdensburg, its agents, employees, or council members for any

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liability whatsoever and from any and all claims arising from or in any way related to the use of the Site including but not limited to personal injury and death, property damage as well as any and all claims resulting from damage or loss or theft of property. Furthermore, the Renter agrees to indemnify and hold harmless the Site, The City and its agents, employees and council members from any and all claims, of any kind or nature, from any source, resulting from or in any way related to the Renter's use of the Site and the Renter's provision of Alcohol. Furthermore, the Renter agrees to pay all costs and fees, including attorney's fees, incurred by the City in investigating and defending any claim or suit arising out of or related to the Renter's use of the Site, where alcohol is being provided by the Renter, which cannot be eliminated regardless of the care taken by the renter to avoid injuries or violations of the Law of the State of New York. The Renter hereby declares that the Renter knowingly assumes all such risks. This waiver is intended to be as broad and as inclusive as is permitted by the Law of the State of New York, and that if any provision is subsequently held to be invalid, it is agreed that the balance shall continue to be in full force and effect. The Renter acknowledges freely and voluntarily signing this agreement and intends the signature to signify a complete waiver of liability and assumption of the inherent risks associated with the provision of alcohol at the Site.

I hereby agree with and understand the above conditions.

\_\_\_\_\_  
Director of

\_\_\_\_\_  
Renter: Print Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**\*AUTHORIZED USE ONLY**

An inspection of the Site Property occurred on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ a.m./p.m. with \_\_\_\_\_ ("Person") and \_\_\_\_\_ ("Site Attendant"). The property was found to be in [circle one]: satisfactory condition/sustained the following damage: \_\_\_\_\_

\_\_\_\_\_  
Renter Print Name:

\_\_\_\_\_  
Site Attendant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date