

# FACILITY USE REQUEST / AGREEMENT



## Applicant to Comply With Instruction For Preparation of this Application

Please type or print legibly. All items must be filled in; incomplete forms will not be accepted. The applicant, by signing this request has acknowledged that applicant has read and understood the "Facility Use Policy", and agrees to be bound to all the conditions contained therein. Availability is subject to change without notice.

### CONTACT INFORMATION

NAME:	ADDRESS
COMPANY	
PHONE	

### EVENT INFORMATION

Is this event Private or Public?       Public       Private

DESCRIPTION OF EVENT

DATE OF EVENT	TIME OF EVENT	DURATION OF EVENT	NUMBER OF ATTENDEES
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SPACE REQUESTED (please circle) <ul style="list-style-type: none"> <li>€ ROOM 1114</li> <li>€ FIRST FLOOR CONCOURSE</li> <li>€ VERONICA ROOM</li> </ul>	SPECIAL REQUIREMENTS:	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">Number of Guests</th> <th style="padding: 5px;">Fee</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">1-100</td> <td style="padding: 5px;">\$100</td> </tr> <tr> <td style="padding: 5px;">101-200</td> <td style="padding: 5px;">\$200</td> </tr> <tr> <td style="padding: 5px;">201-300</td> <td style="padding: 5px;">\$300</td> </tr> <tr> <td style="padding: 5px;">301-400</td> <td style="padding: 5px;">\$400</td> </tr> <tr> <td style="padding: 5px;">401-500</td> <td style="padding: 5px;">\$500</td> </tr> </tbody> </table> <p style="font-size: small; text-align: center;">The largest space available for rent is the First Floor Concourse, which has a Maximum Occupancy of 500 persons.</p>	Number of Guests	Fee	1-100	\$100	101-200	\$200	201-300	\$300	301-400	\$400	401-500	\$500
Number of Guests	Fee													
1-100	\$100													
101-200	\$200													
201-300	\$300													
301-400	\$400													
401-500	\$500													

INSURANCE CARRIER, POLICY NUMBER (Attach proof of insurance to this application)	FOOD/BEVERAGE VENDOR:
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FOOD/BEVERAGE LIQUOR LICENSE NUMBER:	FOOD/BEVERAGE VENDOR CONTACT INFORMATION:
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### SIGNATURE AND REVIEW INFORMATION

By signing below, you hereby agree to the terms and conditions specified in the Facility Use Policy, the fee schedule defined in this Facility Use Request, and agree to repay the Syracuse Regional Airport Authority for any costs, expenses, fees or charges associated with your use of the Space.

SIGNATURE OF APPLICANT	DATE:
EXECUTIVE DIRECTOR	

IF APPROVED SUBJECT TO CONDITION, ATTACH CONDITIONS HERETO

€ APPROVED € DENIED € CONDITIONAL

## SYRACUSE HANCOCK INTERNATIONAL AIRPORT FACILITY USE POLICY

The Syracuse Regional Airport Authority ("Authority") encourages any appropriate use of the Syracuse Hancock International Airport ("Airport") by members of the Central New York region, consistent with the Authority's [Mission Statement](#), through the use of its publicly available facilities.

The Airport has space available that may be used for public or private special events, meetings, parties, conferences, etc. The Authority has established the following policy to outline the special terms and conditions that apply to any parties renting or using space at the Airport for special events, meetings, parties, conferences, etc..

### **A. Availability**

1. Any person wishing to use any of the available spaces ("Renter") at the Airport must call the Authority's office at (315) 454-3263, visit the Authority's front counter to check availability, or visit the Airport's website at <http://www.syraairport.org/airport-guide/conference-facilities/> to complete the Facility Use Request form, sign the "Facility Use Agreement" (Agreement), review the Facility Use Agreement Terms and Conditions and the "Facility Use Fee Schedule" (Fee Schedule), detailed below.
2. Availability is on a first come, first served basis, and is subject to change without notice.

### **B. Facility Use Agreement**

1. The Agreement form must be completed to include preferred room, date of event, time of event, number of attendees, special requirements or setup, nature of event, etc. Incomplete forms will not be accepted.
2. The Agreement will act as a request and, when signed by the approving authority, a formal binding agreement between the requesting party and the Authority.
3. All Agreements are subject to the approval of Executive Director of the Authority.

### **C. Terms and Conditions**

1. Description of Space Available The Space is the area located on the first floor of the Syracuse Hancock International Airport Terminal Building, and includes the first floor lobby and conference rooms past the stairs and escalator area designated for travelers headed to the new Security Checkpoint ("Space"). The Space is further elaborated in an attachment to this Policy, as Exhibit "A".
2. Privileges, Uses, Rights and Interests Subject to all applicable laws, rules and regulations of the United States and of the State of New York, all applicable laws, rules and regulations, ordinances, the Charter of the City of Syracuse and specifically 14 CFR Part 139 and 14 CFR Part 1542 of the Federal Aviation Regulations, the Authority grants the temporary privilege of use of the Space for the time described on the Facility Use

Application and approved by the Executive Director, provided however, that the Renter shall at all times be subject to such rules and regulations and any federal, state, or local regulatory bodies or agencies may impose.

3. Limited Use Of The Space The Renter may engage only in the activities specified within the Facility Use Application within the Space and the Renter shall not use the Space for any other purpose without the prior written approval of the Executive Director.

4. Insurance Requirements The Authority requires a Renter to purchase and maintain, at its own cost, hazard and liability insurance (including liquor liability if applicable) with a minimum coverage of \$1,000,000.00, which names the City of Syracuse, the Syracuse Hancock International Airport, and the Syracuse Regional Airport Authority as additional insured. The insurance companies shall have an A.M. Best's rating and financial size of at least A- and shall be either licensed (for insurance companies domiciled in New York) or admitted (for insurance companies not domiciled in New York) and shall be authorized to do business in the State of New York by the New York State Department of Financial Services. All policies shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insureds.

Failure to provide proof of insurance, or maintain insurance during the occupation of the Space, or to fail to name the City, the Airport, and the Authority as additional insureds is a violation of this Agreement and will terminate the Renter's privilege to occupy the Space. The Renter shall waive all rights of subrogation against the City of Syracuse, Airport, and Syracuse Regional Airport Authority, staff and employees, for the recovery of damages under any of the insurance policies.

If, at any time, any of the policies shall become unsatisfactory to the Authority as to form or substance, or if any of the insurance companies issuing such policies shall be or become unsatisfactory to the Authority, the Renter, on demand of the Executive Director, shall immediately obtain and furnish to the Authority a new and satisfactory policy in replacement.

The Renter shall require any subcontractors to have the same insurance required of it in this Agreement, including any and all required insurance certificates, additional insured endorsements, waiver of subrogation endorsements and 30 day notice of cancellation or material modification endorsements.

5. Quiet Enjoyment The Renter recognizes and understands that the Airport hosts other tenants, concessionaires, guests and passengers and the Renter will occupy the Airport as defined in the Facility Use Application, and hereby agrees that the Renter's occupation of the Space will not interfere with or hinder other users quiet enjoyment of the Airport. The Renter further agrees not to do or permit to be done within the Space anything that would constitute a nuisance or waste.

6. Access The Authority, its agents, employees, representatives, contractors or subcontractors may, at any time, access the Space. The Renter agrees that it shall not impede the Authority, its agents, employees, representatives, contractors or

subcontractors access to the Space at any time and for any reason. Should the Authority, its agents, employees, representatives, contractors or subcontractors need to access the Space while the Renter is occupying the Space, the Authority, its agents, employees, representatives, contractors or subcontractors will make every reasonable effort to minimize its access to the Space to accommodate the Renter and the Renter's use of the Space. However, if the Renter interferes with the Authority, its agents, employees, representatives, contractors or subcontractors access to the Space, the Renter's privilege to occupy the Space will be terminated.

7. Charge for Services The Renter agrees to repay the Authority for any and all charges, fees, or costs for the services rendered to the Renter or its guests. The Renter agrees as a condition of this Agreement that any and all charges, fees, or costs for services rendered to the Renter or its guests, shall be reasonable. The Executive Director shall have the authority to review all charges and order them reduced or increased in accordance with the above. The term Services shall include, but is not limited to: custodial services; security personnel services; fire fighting services; parking services; and any other service provided by the Authority, its agents, employees, representatives, contractors or subcontractors.

8. Collection of Fees The Renter shall pay all costs prior to occupying the Space except where such costs can only be calculated after service is rendered, where such fees are due immediately upon invoicing. Any payments outstanding for more than 10 days after occupation of the space will be subject to late fees which shall be determined by the Executive Director on a case by case basis.

9. Food and Beverage Policy If the Renter is holding a public event, any food or beverage must be served, prepared, and sold by the Airport's authorized concessionaire, or any of its subsidiaries. Any food or beverage arrangements must be made between the Airport Concessionaire and the Renter.

If the Renter is holding a private event, the Renter is not limited to the exclusive agreement with the authorized concessionaire and the Renter may provide food or beverage service during the Renter's occupancy of the Space through a third party, provided that the Renter provides the Authority notice of: the identity of the third party food or beverage provider; the third party food or beverage provider's proof of insurance (if the third party food or beverage provider will occupy the Space); and the Renter's written acknowledgement that the Renter shall be liable for any damage to the Space or Airport, waste, or nuisance that the third party food or beverage provider causes.

10. No Smoking Policy All facilities at the Airport are non-smoking facilities. Smoking is strictly prohibited in or around any Airport facility. Any smoking must occur outside the terminal building, at least fifty (50) feet away from any Airport structure.

11. Parking The Renter recognizes and agrees that parking at the Airport, either in the Parking Garage or any open lot, is not included in the Agreement. All guests attending said event must arrange for transportation or use the parking facilities and pay the appropriate parking fees.

12. Reserved Rights The Executive Director reserves the right to cancel, amend, change or alter any agreement with any Renter.

**D. Fee Structure**

1. The Renter must pay a fee for use of the Space prior to occupying the Space. The fee charged shall be in proportion to the number of guests anticipated to attend the event occupying the Space. The fee shall be held as a deposit prior to the Renter's use of the space. The fee schedule can be found on the Facility Use Request Agreement Form. Failure to provide payment prior to occupying the Space is a violation of this agreement, and any violation of this agreement shall negate any approval or agreement for the Renter to occupy the Space.

2. Not-for-profit businesses are eligible for a 50% reduction of the fee found on the Facility Use Request Agreement Form. To receive the 50% reduction of the fee found on the Facility Use Request Agreement Form, written proof of the Renter's not-for-profit status must be submitted with the Renter's Facility Use Request Agreement Form.

3. All Renters must pay by cash or check for use of the Space prior to the use of the space, and shall deliver all cash or checks to the Syracuse Regional Airport Authority 1000 Colonel Eileen Collins Boulevard Syracuse, New York 13212. All checks must be made out to the Syracuse Regional Airport Authority.

4. Due to the nature of scheduling events at the Airport, any Renter who submits a Facility Use Request and notifies the Authority more than 30 days prior to the Renter's proposed use of the Space that the Renter wishes to cancel his or her reservation of the Space, then the Renter shall have his or her deposit refunded. If the Renter cancels his or her reservation of the Space between 11 and 29 days before the proposed use of the Space, then the Renter shall have half of his or her deposit refunded. If the Renter cancels his or her reservation of the space with less than 10 calendar days remaining to the Renter's proposed use of the Space, the Renter's deposit will not be returned to the Renter.

Agreed and acknowledged this \_\_\_ day of \_\_\_\_\_ 201\_\_

Name of Profit or Not for Profit Group, LLC/Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

or

Agreed and acknowledged this \_\_ day of \_\_\_\_\_ 201\_\_

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Name of Individual Renter

# Exhibit A

