



JEFFREY MANSION RENTALS

Rules & Regulations / Waivers

165 N. Parkview Ave. | Bexley, Ohio 43209 | www.bexley.org/facilityrentals | recreation@bexley.org | 614.559.4300

The City of Bexley, Recreation & Parks Department (BRPD) will be represented hereinafter by the term “Lessor.” The facility renter will be represented hereinafter by the term “Lessee.”

This Rental Permit should be brought to the event on the day of the reservation.

Day of Event Emergencies ONLY

Call the Bexley Police at 614.559.4444.

I. LESSEE ACKNOWLEDGMENT (Initials Required)

____ **COVID-19 Policies.** The lessee will be responsible for following the most current local, state, and federal orders for event gatherings.

____ **Deposit & Payment.** There will be 50% of the total rental fee, including any alcohol surcharges, due at the time of the reservation, which goes towards the final payment. The balance will be due no less than one (1) month prior to the event date.

____ **Damage Deposit.** A credit card will be required at the time of the reservation to be kept on file and charged (fees vary) if:

- A. The facility or any items in the facility are damaged.
- B. Additional (extra) clean-up is needed from our maintenance staff after the event (inside or outside the building).
- C. The permit hours as requested are exceeded (charged at the hourly rate).

____ **Cancellation.** All cancellations must be done in writing via an email to the Bexley Recreation & Parks Department at recreation@bexley.org or a hand written letter dropped off in person to a staff member.

- A. Cancellations are not complete until you receive notification confirming your cancellation. Refunds of a deposit will be as follows (prior to the rental date):
 - a. Full Refund – 6 Months+
 - b. 50% Refund – 3-6 Months
 - c. 0% Refund – 0-3 Months
- B. If the BRPD is forced to close the facility for any reason including, but not limited to, an act of God or national emergency, the Lessee will receive a full refund.

____ **Date Change.** All date changes must be done in writing via an email to the Bexley Recreation & Parks Department at recreation@bexley.org or a hand written letter dropped off in person to a staff member. If a date change occurs within the cancellation policy period, then a fee will be charged. Only one date change will be permitted and the new date must be confirmed within one (1) month from the initial communication:

- a. \$200 Charge – 0-3 Months
- b. \$100 Charge – 3-6 Months
- c. No Charge – 6 Months+

____ **Floor Plans.** Floor plans are due the two (2) weeks prior to the event. Any existing furniture/rugs, etc. in the facility that you would like to use or remove must be noted on the Floor Plan and approved by the BRPD Staff. Any special requests for additional equipment (i.e. podium, screen, etc.) must be approved and noted on the floor plan.

____ **Preferred Caterers.** I recognize that all Preferred Caterers will be responsible to pay a catering fee of 15% or \$200 (whichever is greater) of the total food/beverage invoice to Jeffrey Mansion per the Caterer's Agreement. This is paid to BRPD by the Preferred Caterer, not the Lessee. This does not apply to Sunday rentals in the Jeffrey House that are non-alcohol.

____ **Approved Outdoor Space.** If part of your event is using any outdoor space, all equipment must be rented and the set-up of this equipment is the Lessee's responsibility. Mansion equipment is for indoor use only. Any outdoor spaces must be communicated to and approved by BRPD.

____ **Approved Decoration/Rental Storage*.** Decorations and/or rentals may be dropped off for weekend events on that Friday prior to the event no later than 3:00pm and must be picked up on the following Monday by 10:00am. Items must be labeled with date and name of the event and will be stored in designated Mansion rooms. *Subject to availability and must be coordinated with the BRPD.

____ **Parking (See Map).** There is no reserved parking for events. It is all first-come first-serve in the parking lots and on the street. Parking is not permitted on the driveway. Any event exceeding 128 capacity will require a BRPD approved parking plan.

____ **Special Duty Officers (Alcohol Events).** All alcohol events require a special duty officer(s) hired by the Lessee through the Bexley Police Department (614.559.4444) and scheduled at a minimum of 30 days in advance. Lessee must provide email notification (recreation@bexley.org) of the scheduled officer, including Event Name, Date, and Time. Up to 128 Guests (1 Special Duty Officer); 129+ Guests (2 Special Duty Officers). Current rates are \$48/hour/officer, but that rate is subject to change. Failure to hire an off-duty Police Officer for Alcohol Events (charged at \$100/hr/officer).

____ **Changing Rooms (located in the Lower Level).** Changing rooms for events are available for an additional \$100 and must be requested at the time of the reservation or via email two weeks prior to the event. These rooms can be locked during events and only accessible as needed by the approved users.

II. GENERAL RULES & REGULATIONS

The Lessee is required to help the BRPD keep Jeffrey Mansion clean, safe, and secure by adhering to the following rules and regulations. Common sense should prevail at all times. Don't do anything you wouldn't do in your own home.

- A. Capacity. See below for rental space capacities. If your function requires additional seating or tables, you must obtain approval at the time the reservation is placed.
 - a. Jeffrey House: 112 (64 COVID)
 - b. Carriage Court: 175 (96 COVID)
- B. Check-In. The Lessee (person responsible for the reservation) must check in with the Jeffrey Mansion Attendant upon arrival time on the day of the event.
- C. No Smoking. Smoking is banned at Jeffrey Mansion and Park. There will be designated areas during events for guests.
- D. Sales on Premises. No money or tickets may be exchanged or collected on the premises unless a non-profit fund-raising event where the non-profit group must provide proof of 501(c)3 documentation for permit approval.

- E. Political meetings are prohibited.
- F. Music. Amplified music is permitted inside the building only. It is not permitted outside. Ceremony music is permitted, but must be approved.
- G. Outdoor Tents. Tents are permitted in the Upper Garden Terrace only, but are subject to BRPD approval and a City of Bexley Building Department permit (if 200+ sq. ft.). Call 614.559.4200 to set up the permit. Set-up of the tent must be scheduled with BRPD and is subject to specific set-up and tear-down windows based on other events at the facility throughout the weekend.
- H. Event Set-Up and Clean-Up (Non-Preferred Caterer Events) BRPD Staff Responsibilities.
 - a. Set-up and placement of all our moveable furnishings, as specified on the floor plan from the Lessee.
 - b. Cleaning floor surfaces, table tops, and public rest rooms.
 - c. Bag, fasten, and remove all trash.
- I. Event Set-Up and Clean-Up (Non-Preferred Caterer Events) Lessee Responsibilities.
 - a. Provide all items necessary to prepare and serve food: linens, table service, kitchen equipment and utensils.
 - b. When large containers are required for ice, the Lessee shall provide sanitary containers and vinyl liners used therein. These containers cannot be placed on hardwood floors.
 - c. Countertops, sinks, stove/oven surfaces and refrigerator interior/exterior are to be left in a spotless condition. Food and liquids dropped on the floors must be wiped up.
- J. Event Set-Up & Clean-Up (Preferred Caterer Events): The Preferred Caterer shall be granted two (2) hours of set-up time and one (1) hour of clean-up time on the front and back end of the rental time for the event as specified in their Caterer's Agreement. They are responsible for all set-up and clean-up.
 - a. The Lessee may utilize the 2 hour set-up time and 1 hour clean-up time so long as the Preferred Caterer is in the facility.
 - b. BRPD Staff will be responsible for moving any building furnishings or rugs as requested.
- K. Decorations.
 - a. Existing nails/hooks that are exposed may be used to hang decorations. However, any hanging art work/pictures are not to be removed from the walls.
 - b. Command strips may be used for events, but must be removed at the end of the event.
 - c. Nothing shall be attached to the floor, walls, woodwork, fixtures, furnishings, painted surfaces, and windows (i.e. no stapling, nailing, tacks, taping, etc.)
 - d. Decorations, displays, or exhibits, which require open flame, cannot be used in Jeffrey Mansion, this includes candles. Materials brought in to decorate must be flame-retardant (fire-proofed) materials.
 - e. Throwing rice, popcorn, birdseed, or confetti is prohibited.
 - f. Glitter and canned-string type products are prohibited.
 - g. Smoke, smog/fog, bubble machines, any type of dry ice dispenser, or any similar devices are not permitted.
- L. Chaperones. One adult chaperon is required in the room at all times for every ten minors congregating. College aged groups must be chaperoned by four adults (faculty and/or parents only). Any youth groups of 50 or more are required to hire a special duty officer through the Bexley Police Department (614.559.4444).
- M. Kitchen (Jeffrey House Rentals). The Kitchen will be accessible to the Lessee and Preferred Caterer and must be cleaned prior to the end of the event. Equipment includes refrigerator, oven, microwave, sink and countertop workspace. The oven may be used for warming, but the burners on the top of the stove cannot be turned on.
- N. Servery (Carriage Court Rentals). The Servery will be accessible to the Lessee and Preferred Caterer and must be cleaned prior to the end of the event. Equipment includes work table, ice machine,

mobile ice bins, refrigerator, freezer, microwave, coffee maker (does not include filters or coffee), compost and recycling bins.

- O. Grills. Electric/gas/charcoal grills etc. are not permitted on the premises unless approved in advance by BRPD.
- P. Food Trucks. Food trucks are permitted only for rentals that do not require a Preferred Caterer. All food trucks must be approved by BRPD. Lessee or food truck owner must provide their own power source as power may not be supplied from Jeffrey Mansion and Park outlets.
- Q. Behavior Prohibited. The following behaviors are strictly prohibited, but not limited to: 1) fighting and or rough housing 2) abusive language 3) spitting 4) sexual misconduct 5) any behavior that may cause damage to the facility.
- R. Compliance. All patrons in attendance for the event must comply with all decisions made by building supervisors, BRPD, Preferred Caterers and/or Special Duty Officers.
- S. Emergency. In the event of an emergency, all aisles leading to exit doors must be kept clear and unobstructed so that the doors can be readily opened from the inside. All patrons must leave the premises immediately if/when the fire alarm sounds.
- T. Any other questions should be directed to BRPD (614.559.4300).

III. ALCOHOL RULES & REGULATIONS

_____ Initials required if this is an alcohol event.

_____ Initial here if this is a non-alcohol event; section III does not apply.

Upon the following terms and conditions:

WHEREAS, the Lessee wishes to provide alcohol service in Jeffrey Mansion during the rental time set forth in the Rental Permit and pursuant to the terms of said agreement; and

WHEREAS, The City of Bexley Ordinance 37-12 with Resolution (15-18) in 2019 allows the discretionary use of alcohol service related to Jeffrey Mansion. NOW, THEREFORE, IT IS AGREED;

- A. Frequency. Private rentals of the Carriage Court in which alcohol is permitted will be limited to two (2) events per month by Bexley Residents only.
- B. Right to Escort. BRPD and/or the Bexley Police Department reserves the right to escort any visitor off BRPD premises who appears to be intoxicated or is disruptive to the safety or enjoyment of event participants or BRPD staff. In such event, the Lessee agrees to defend and hold the City of Bexley harmless from and against damages claimed by said visitor.
- C. Preferred Caterer Requirements. All food and alcohol must be served by a BRPD Preferred Caterer.
- D. Alcohol Requirements.
 - a. A separate alcohol surcharge will only be assessed to alcohol events on Sundays in the Jeffrey House. This service fee is in addition to the regular rental rates for the facility and the Lessee must be a responsible adult, age 21 or older, with proof of identification. BRPD will accept a valid driver's license or other valid State (USA) picture identification containing the date of birth as a substitute for a driver's license.
 - b. All dispensing of alcohol must cease at least 30 minutes prior to the end of the rental time.
 - c. Alcohol consumption must comply with all Bexley Ordinances, Ohio Revised Code, and any and all governing laws (No one under 21 may be served or consume alcohol).
 - d. Alcohol may not be sold (no cash bars), and no money or tickets may exchange hands related to the distribution of alcohol on the premises.
 - e. All alcohol must be brought onto the premises by the Preferred Caterer.

- f. Alcohol is not permitted on the premises unless staff, employed by the Preferred Caterer, is on site for the dispensing of alcohol.
- E. Alcohol Restrictions. Alcohol is strictly limited to the following designated areas (Map of highlighted areas will be provided):
 - a. Jeffrey Mansion Ground Floor and 1st Floor
 - b. Outdoor Patios and Porches
 - c. Garden Terrace (adjacent green space located on the west side of the building)
 - d. South Parking Lot (with approval)

III. COVID-19 ADDENDUM (Initials Required for All Events)

- A. ____ Lessee agrees to abide by all rules and policies, as determined at the City's sole discretion, that may be in effect at the time of the event concerning or addressing safety precautions necessitated by the COVID-19 pandemic. Lessee shall take all reasonable efforts to make guests aware of these rules and policies.
- B. ____ Lessee recognizes the City will take all reasonable actions to minimize the possibility of visitors becoming exposed to COVID-19 during the rental event. Lessee understands that factors that may contribute to the spread of COVID-19 are outside the control of the City. Therefore, Lessee agrees to waive any claims of liability against the City, the BRPD and their employees, representatives, agents, trustees and elected officials relating to Lessee or their guests contracting COVID-19.
- C. ____ Lessee understands that the cancellation terms and policies set forth in the rental agreement shall apply if Lessee decides to cancel or postpone the event due to the COVID-19 pandemic. Lessee may apply any deposit that would otherwise be forfeited under these circumstances to a rescheduled rental date. Such rescheduled date depends on availability and must be mutually agreed upon by the parties.

IV. INDEMNIFICATION / DAMAGES

- A. Lessor hereby rents to Lessee the portion of Jeffrey Mansion (the "Facility") for the date and period, all as specified on Lessee's Rental Permit. The deposit charge must be paid when Lessee reserves the use. The rental fee must be paid one (1) month before the scheduled use.
- B. Lessee shall use the Facility solely for the purpose stated on the Agreement and shall not assign the rights to use the Facility to any other person without Lessor's prior written consent.
- C. This Agreement may be terminated by either party by giving **written notice** (i.e. email, letter) to the other party **at least six (6) months** before the date of Lessee's use specified on the Rental Permit. Lessor reserves the right to terminate this Agreement at any time if it determines that Lessee's proposed use is illegal or that Lessee has violated the Agreement. Per the Cancellation Policy, if this Agreement is terminated by Lessor or Lessee and the required six (6) month notice is given by Lessee, a full refund of the deposit will be made; if between three (3) – six (6) months, 50% of the deposit will be refunded; if less than three (3) months, no refund will be given. Notwithstanding the foregoing, if this Agreement is terminated by Lessee at any time for any reason, Lessee agrees to reimburse Lessor for any expenses incurred by it in anticipation of Lessee's use.
- D. Lessee shall abide by and enforce the Jeffrey Mansion rules attached as stated above and all laws and regulations applicable to the Facility. Lessor reserves the right, in its sole discretion, to intervene in and exercise control over Lessee's use through its staff or emergency personnel to protect life and/or property.
- E. Lessee shall be responsible for any damage to the BRPD premises and property caused by Lessee or its guests and Contractor agents or employees. Damage done to the facility, plazas, and/or grounds shall be charged at current cost for repair or replacement, plus labor costs for repair or replacement. This paragraph does not constitute BRPD's sole remedy.
- F. Lessee assumes all liability for any injury to persons or damage to or loss of property, which injury, damage, or loss is directly or indirectly related to the rental/event, including without limitation,

liability arising directly or indirectly from the dispersion of alcoholic beverages at the rental/event. Lessee shall indemnify, protect and hold harmless BRPD and all of its trustees, officers, agents, employees, volunteers and commission members thereof, against claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney fees and other costs of defense) of any nature, kind or description brought for or arising from, or on account of any injuries or damages received by any person or property, resulting from any negligent acts, errors, omissions by any person directly or indirectly related to the rental/event unless such liability is attributed solely to intentional acts of BRPD. Lessee agrees that this indemnification represents a material consideration to BRPD, without which BRPD would not enter into this Agreement.

- G. Lessee shall leave the Facility and its vicinity in the same condition as existed at the commencement of Lessee's use. Lessee agrees to pay any charges for labor and/or materials when the cost of setup, cleanup, attendant charge and/or rent exceed the charge specified on the Rental Permit. Lessee also agrees to pay Lessor for any damages to the Facility and its vicinity which occur in connection with Lessee's use of the Facility.
- H. If use of the Facility by Lessee is at any time impaired for any reason beyond Lessor's control, the Lessor may cancel this Agreement, and Lessee's use shall be rescheduled if practicable at a time mutually agreed by the parties. Lessor shall not be liable to Lessee for any losses or expenses incurred by Lessee on account of such cancellation or delay.
- I. No program, literature, or any publicity of Lessee promoting its use of the Facility shall identify Lessor as a sponsor.
- J. Lessor makes no warranties to Lessee as to the fitness of the Facility or a particular purpose, and Lessee has leased the Facility after having the opportunity to examine the same and assumes full knowledge of the same.
- K. Lessor assumes no responsibility for damage to or loss of any property of Lessee or others brought into the Facility prior to, during or after Lessee's use.
- L. Lessor shall not be liable for any losses or expenses caused by errors or omissions in scheduling use of the Facility.
- M. Lessee agrees to indemnify, protect, defend, and hold harmless Lessor and Lessor's officers, agents, employees, and invitees from any and all claims, demands, suits, liabilities, and expenses from damage or injury to persons or property arising out of Lessee's use of the Facility to the services provided by Lessor.
- N. Lessor may require Lessee to provide general liability insurance coverage in an amount determined by Lessor naming Lessor as a named insured. If insurance is required, Lessee shall provide proof of insurance coverage to Lessor at least one (1) month before Lessee's use.
- O. In all cases, written notice to Lessor shall be sent via email (recreation@bexley.org) or delivered in person to the Recreation & Parks Director at 165 N. Parkview Avenue, Bexley, Ohio 43209. Lessor shall give notice in the same manner to Lessee at the address set forth below. All written notices are not approved until the Lessee receives confirmation of receipt from Lessor.
- P. This Agreement, the Rental Permit and the Rules & Regulations as stated above constitute the entire agreement between the Lessor and Lessee and can be amended only by a writing signed by both parties.

IV. MISCELLANEOUS

- A. **Extent of Agreement.** This Agreement and the associated Rental Permit represent the entire and integrated agreement between BRPD and the Lessee and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written amendment prepared by BRPD and signed by both parties.
- B. **Governing Law.** This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction.

- C. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application there of, and each such manner and to the full extent permitted by law.
- D. When it is in the best interest of the City of Bexley, the City may terminate this Contract, in whole or in part by providing fifteen (15) calendar days or other appropriate length of time written notice to the Lessee prior to the effective date of termination.