



JEFFREY MANSION RENTALS

Rules & Regulations / Waivers (NA & A)

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

**The City of Bexley, Recreation & Parks Department 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.

Alcohol Policy

Alcohol is not permitted in Jeffrey Mansion for an event unless an Alcohol Service Agreement (ASA) is obtained in person through the Bexley Recreation & Parks Department (BRPD). This Rental Permit will indicate the Event Type as Alcohol (A) or Non-Alcohol (NA). In addition to the rules and regulations in this Rental Permit, the ASA includes additional rules and regulations that must be followed by the Lessee.

Facility Scheduling

All Non-Alcohol Rentals must follow the available blocks of time for reservations:

- A. Monday – Thursday: 8am – Midnight (based on availability)
- B. Friday: 5pm – Midnight
- C. Saturday/Sunday: 8am – 2pm, 5pm - Midnight

All events will fall within these blocks of time and have a three hour minimum. If reserved outside of the block, a minimum of 8 hours is required.

I. LESSEE ACKNOWLEDGMENT (Initials Required)

___ **Deposit & Payment.** There will be a \$300 deposit due at the time of the reservation, which goes towards the final payment. The balance will be due no less than two (2) weeks 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)
- D. Failure to hire an off-duty Police Officer for Alcohol Events (charged at \$100/hr. of the event)

___ **Cancellation & Date Change Policy.** All cancellations or date/time 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.

- A. Cancellations are not complete until you receive notification confirming your cancellation. Refunds of a deposit will be as follows (days are prior to the rental date):
 - a. Full Refund – 180 Days or more
 - b. 50% Refund – 91 to 179 Days
 - c. 0% Refund – 90 Days or less

- B. If a date change occurs within the cancellation policy period, then a fee will be charged:
 - a. \$200 Charge – 90 Days or less
 - b. \$100 Charge – 91 to 179 Days
 - c. No Charge – 180 Days or more

____ **Floor Plans.** Floor plans are due the week of the event (for non-alcohol and alcohol events). 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.

____ **Outdoor Chairs & Tables.** If part of your event is using the upper 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.

____ **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 the Library Room.

*Subject to availability and must be coordinated with the BRPD.

____ **Parking.** 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.

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. Reservations. All reservations should be made no less than two (2) weeks prior to the requested date and a minimum of 3 hours is required for all rentals, which should include your set-up, event, and clean-up.
- B. Capacity. The maximum seating capacity is 128 people for all events. If your function requires additional seating or tables, you must obtain approval at the time the reservation is placed.
- C. 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.
- D. No Smoking. There is no smoking or open flame on the Jeffrey Mansion & Park premises!
- E. 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. Political meetings are also prohibited.
- F. Music. Amplified music is permitted inside the building, but not permitted outside in the garden or patio areas.
- G. Outdoor Tents. Tents are permitted in the upper outdoor space, but are subject to BRPD approval and a City of Bexley permit (if over 200 sq. ft.). 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-Alcohol Events). The Jeffrey Mansion Attendant is responsible for set-up and placement of all our moveable furnishings, as specified on the Jeffrey Mansion Floor Plan. Staff is also responsible for re-setting furniture, cleaning floor surfaces, and public rest rooms. The Lessee shall be responsible for the following:
 - a. Provide all items necessary to prepare and serve food: linens, table service, kitchen equipment and utensils. Trivets or other heat protectors are needed for casseroles and chafing dishes.

- 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. Bag, fasten, and remove all trash throughout the rented area of the facility and before the end of the reservation. Large 3-mil trash bags are provided by Jeffrey Mansion for this purpose. All trash is to be placed in these bags and tied shut.
 - d. Wash all folding tables and other table tops thoroughly. 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.
- I. 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.
 - h. The Lessee shall check all electrical outlets before the party to confirm in working condition.
- J. 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 an off duty Bexley Police Officer.
- K. Kitchen. Access to the refrigerator, oven, microwave, sink and countertops are permitted. The oven may be used for warming, but the burners on the top of the stove cannot be turned on.
- L. Grills. Electric/gas/charcoal grills etc. are not permitted on the premises unless approved in advance by BRPD.
- M. Food Trucks. Food trucks are permitted for events, but the Lessee or food truck owner will need to supply a generator. Power may not be supplied from Jeffrey Mansion.
- N. 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) roller-skating, skateboarding or the use of any other wheeled devices (with the exception of wheelchairs).
- O. Compliance. All patrons in attendance for the event must comply with all decisions made by building supervisors, BRPD and/or the Bexley Police.
- P. 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.
- Q. Any other questions should be directed to BRPD (614.559.4300)

III. 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 14 days 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 180 days** 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 180 day notice is given by Lessee, a full refund of the deposit will be made; if between 91 – 179 days, 50% of the deposit will be made; If less than 90 days, 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 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.
- F. 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.
- G. No program, literature, or any publicity of Lessee promoting its use of the Facility shall identify Lessor as a sponsor.
- H. 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.
- I. 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.
- J. Lessor shall not be liable for any losses or expenses caused by errors or omissions in scheduling use of the Facility.
- K. 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.
- L. 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 14 days before Lessee's use.
- M. 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.
- N. 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.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be signed by their duly authorized representatives.

This Rental Agreement made _____ between the City of Bexley, through its Department of Recreation and Parks, 165 N. Parkview Ave, Bexley, Ohio 43209 ("Lessor") and

X _____ ("Lessee" Printed Name)

X _____ ("Lessee" Signature)

If Sponsored by a Bexley Resident:

Resident Phone # _____

Resident Address: _____

X _____ ("Resident" Printed Name)

X _____ ("Resident" Signature)

CITY OF BEXLEY/RECREATION & PARKS DEPARTMENT

By _____

Michael Price, Director of Recreation & Parks (or Supervisor/Staff on duty in Director's absence)