



## JEFFREY MANSION RENTALS

### Alcohol Service Agreement (ASA)

165 N. Parkview Ave. | Bexley, Ohio 43209 | [www.bexley.org/facility-rentals](http://www.bexley.org/facility-rentals) | [recreation@bexley.org](mailto:recreation@bexley.org) | 614.559.4300

All Alcohol Rentals will be concentrated on Fridays, Saturdays, and Sundays, but with approval from the Recreation Director and Mayor, rentals can take place on Monday – Thursday. All rentals will follow blocked times as shown on the Jeffrey Mansion Rental Rules & Regulations.

#### I. LESSEE ACKNOWLEDGEMENT (Initials Required)

The Lessee will:

- Adhere to the rules and regulations for the facility.
- Be liable for and pay for the rental.
- Be responsible for any damages to the facility.
- Remain the point of contact for the event, in which BRPD staff will solely communicate.
- Hire a special duty officer through the Bexley Police Department (614.559.4444), schedule at a minimum of 30 days in advance, and provide email notification ([recreation@bexley.org](mailto:recreation@bexley.org)) of the scheduled officer, including Event Name, Date, and Time.

#### Alcohol Rates & Payment/Cancellation Policies

- A. Hourly rates, deposit, payment, and the cancellation/change policy for an alcohol event is the same as a non-alcohol rental for a resident or non-resident
- B. Alcohol Surcharge and Off-Duty Police Officer Rates
  - a. Saturday Evening events, \$500
  - b. All other weekend events, \$300
  - c. Off-Duty Police Officer, \$40/hr (subject to change)

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 3712 allows the discretionary use of alcohol service related to Jeffrey Mansion.

NOW, THEREFORE, IT IS AGREED;

#### II. GENERAL CONDITIONS

- A. Alcohol Agreement. Once this agreement is signed and in place, the general rule prohibiting alcohol is waived and replaced with the conditions stated in this agreement.
- B. Preferred Caterer Requirements:
  - 1. All food and alcohol must be served by a Bexley Recreation & Parks Department (BRPD) Preferred Caterer.
  - 2. The Approved Caterer will be responsible to pay a catering of 15% or \$200 (whichever is higher) of the total food/beverage invoice to Jeffrey Mansion per the Caterer's Agreement. This is paid to Jeffrey Mansion by the Preferred Caterer, not the Lessee.
- C. Event Set-Up & Clean-Up (Alcohol Events ONLY): The Approved 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 as they are responsible for all set-up and clean-up.

1. 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.

D. Alcohol Requirements:

1. An alcohol surcharge will be assessed to any event that would like to have the use of alcoholic beverages. 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. The Lessee must pay the service fee and sign the Alcohol Service Agreement in person, in order to receive this privilege. 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. The Agreement will be kept on file as proof of acceptance of any liability associated with the privilege of serving alcohol on the premises.
2. All dispensing of alcohol must cease at least 30 minutes prior to the end of the rental time.
3. 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).
4. 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. Gratuity arrangements should be made with the contractor prior to the event. Tip jars are prohibited.
5. *Alcohol is not permitted on the premises unless staff, employed by the Preferred Caterer, is on site for the dispensing of alcohol. All alcohol shall be brought onto the premises by the Preferred Caterer.*

E. Alcohol Restrictions. Alcohol is strictly limited to the following designated areas (Map of highlighted areas will be provided):

1. Jeffrey Mansion rental space (Main Room, Garden Room, Dining Room, Kitchen and First Floor Restrooms).
2. Patio on the Westside of the Jeffrey Mansion.
3. First landing located on the Westside of the Jeffrey Mansion.

F. Special Duty Police Officer. Any private event in which alcohol would be consumed must have at least one (1) special duty police officer for the entire length of the event. Said officer must be hired and paid by the Lessee. The City of Bexley reserves the right to require the lessee to hire additional police officers.

G. 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.

### III. INDEMNIFICATION / DAMAGES

READ THESE PROVISIONS CAREFULLY. THEY ARE LEGALLY BINDING.

- A. 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.
- B. 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.

C. Lessee acknowledges they have read and understand this Indemnification/Damages clause.

**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.

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

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

X \_\_\_\_\_ ("Lessee" Printed Name)

X \_\_\_\_\_ ("Lessee" Signature)

CITY OF BEXLEY/RECREATION & PARKS DEPARTMENT

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