



One of Ohio's Best Hometowns

VILLAGE OF GRANVILLE

ALCOHOL ON PUBLIC PROPERTY POLICY

Village of Granville
141 East Broadway
PO Box 514
Granville, OH 43023
www.granville.oh.us
740.587.0707



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ALCOHOL ON PUBLIC PROPERTY POLICY

INTRODUCTION

The Village of Granville Codified Ordinances indicates in Section 529.07 (B)(3) that alcohol is prohibited "in any other public place, except when possession, sale or consumption at certain public facilities is permitted by written authority from the Village Manager."

Alcohol consumption in public is an activity regulated by local and state law. Consumption of alcohol on public property is not a right, but a privilege. Consumption on publicly owned property exposes the Village to unnecessary liabilities and provides additional challenges for public safety services.

For the purpose of this policy, "public place" shall mean lands and buildings owned and leased by the Village of Granville, which are made available for public use to the residents and visitors. An example is Opera House Park or Bryn Du Mansion. A public place does not include Village owned property not normally available for public access, used to provide services to the residents such as the wastewater treatment plant, water treatment plant and service center.

Events approved for alcohol consumption could be, but are not limited to:

Parades, walks, runs, cycling events

Festivals, trade shows, concerts

Fundraising events

Sporting events

VIP escorts and events

Filming

Car shows

POLICY

The Village Manager shall not support alcohol consumption on any public property with the exception of the Bryn Du Mansion property. Approval of consumption on the Bryn Du Mansion requires written approval by the Village Manager after the completion and receipt of all necessary application forms submitted by the sponsoring, responsible party.

APPLICATION PROCESS

The application to secure permission for alcohol consumption at Bryn Du must be obtained, completed and returned to the Bryn Du Mansion Director who shall then forward to the Village Manager for the final written authorization.

For further information or questions regarding the Village's alcohol policy, please contact the Village Manager's office at 740-587-0707.

I. GENERAL CONDITIONS

- A. Once this agreement is signed and in place, the general rule prohibiting alcohol on the general rental agreement is waived and replaced with the conditions stated in this agreement. All other rules/regulations on the general rental agreement remain in place.
- B. The alcohol service privilege that this agreement authorizes may be contracted with a Village Approved Beverage Contractor for the service. Lessee may use another caterer/contractor for food and beverage services with proof of liability insurance as noted below.
- C. All dispensing of alcohol must cease at least 30 minutes prior to the end of the rental time.
- D. No one under 21 may be served or consume alcohol. The permit holder shall be responsible for ensuring that alcoholic beverages are not served to minors. The Granville Police Department may conduct periodic checks of reserved facilities to ensure compliance with state statutes governing the consumption of alcohol.
- E. Lessee must comply with all Bryn Du Facility Rules and Regulations, Village ordinances and State statutes including Ohio Liquor Control policies and guidelines.
- F. Lessee agrees to limit the number of guests to the determined occupancy of the location.
- G. Lessee agrees to accept responsibility for keeping all alcoholic beverages contained to the areas designated for alcohol consumption. At all sites listed on this agreement, alcoholic beverages are limited to the confines of those respective buildings and grounds. Glass containers are prohibited on Bryn Du playing fields.
- H. The Village reserves the right to escort any visitor off Bryn Du premises who appears to be intoxicated or is disruptive to the safety or enjoyment of event participants, Village, or Bryn Du staff. There will be no loud noise or inappropriate conduct that will infringe on the reasonable privacy of other individuals. In such event, the Lessee agrees to defend and hold the Bryn Du Commission and the Village of Granville harmless from and against damages claimed by said visitor.
- I. Lessee further understands that Lessee must provide adult supervision to prevent consumption of alcoholic beverages by minors. Lessee will not charge or solicit donations for admission to the event and/or for alcoholic beverages, with the exception that a fee or donation for admission and/or alcoholic beverages may be charged for the benefit of a charity upon receipt of prior written approval from the Bryn Du facility management via a state liquor license application.
- J. The Village and Bryn Du Commission reserve the right to require the use of security and/or police officers to be arranged and paid for by the Lessee.

II. INDEMNIFICATION / DAMAGES

READ THESE PROVISIONS CAREFULLY. THEY ARE LEGALLY BINDING.

- A. Lessee shall be responsible for any damage to Village and Bryn Du premises and property caused by Lessee, guests and/or contractor agents or employees. Damage done to the facility 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 Bryn Du Commission or Village's sole remedy. The reserved facility shall be left in a state of cleanliness and good repair.

- 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 the Bryn Du Commission, Bryn Du staff, the Village and all of its administration, 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 the Village or Bryn Du Commission and staff. Lessee agrees that this indemnification represents a material consideration to Bryn Du and the Village without which Bryn Du or the Village would not enter into this Agreement.
- C. Lessee acknowledges they have read and understand this Indemnification/Damages clause. _____(Lessee Initial)

III. MISCELLANEOUS

- A. Extent of Agreement. This Agreement and the associated Rental Agreement represents the entire and integrated agreement between Bryn Du Commission, the Village, and Lessee and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written amendment prepared by Bryn Du management 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 thereof, and each such manner and to the full extent permitted by law.
- D. The Village and Bryn Du Commission retain the right to revoke, modify, or cancel the Alcohol Permit Policy at any time and as it deems appropriate.
- E. Applicant is to provide general liability insurance coverage in the amount of \$1 million dollars. The Village of Granville and Bryn Du Commission shall be the named additional insured on the insurance policy and applicant shall provide a written endorsement of additional insured status from the insurance company. This certificate of insurance must be delivered at least two weeks prior to event.
- F. Lessee affirms that Lessee has read and understands the terms and conditions of the Bryn Du Alcohol Permit Policy. This permit will be kept on file in the Bryn Du office during the duration of the scheduled event and is subject to inspection by any employee of the Village of Granville.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Lessee:

Bryn Du Commission & Village of Granville:

By: _____
(signature)

By: _____
(signature)

Name: _____
(printed)

Name: _____
(printed)

Date: _____

Date: _____

Village Manager approval _____



VILLAGE OF GRANVILLE/BRYN DU COMMISSION BEVERAGE CONTRACTOR AGREEMENT

This agreement is entered into on ____ / ____ / ____ between the Village of Granville

(hereinafter, the “Village”) and _____

(hereinafter, “Contractor”), with its principal place of business at _____

_____.

WHEREAS, the Village has designated the following facility as a site where alcohol service will be permitted:

- **Bryn Du Mansion, 537 Jones Road, Granville, Ohio 43023**

WHEREAS, the Village and the Bryn Du Commission, as represented by the Executive Director, desire to maximize the rental value of the locations with catered events which require specialized beverage services of Contractor, and;

WHEREAS, notwithstanding the Bryn Du Commission and the Village’s desire to maximize the rental income derived from facilities, the Village wishes to ensure that its renting customer (“Customer”) has a reliable and high quality beverage service available to them to enhance services available at the facilities.

WHEREAS, Contractor has represented to the Village and the Bryn Du Commission that it is in the business of providing a beverage concierge service (professional bartending) and possesses the necessary experience and expertise to provide quality beverage services in compliance with all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, Contractor, the Village, and the Bryn Du Commission agree as follows:

I. AGREEMENTS OF CONTRACTOR

A. Term of Agreement

This agreement is for the **2012** calendar year and is effective with all rights and obligations hereunder commencing upon execution hereof by both parties. The contract shall be renewed annually.

B. Licenses and Permits

Contractor will maintain current alcohol service licenses and any other permits as required by applicable law and regulations. Contractor will submit current copies of such licenses and/or permits to the Village upon request. Contractor will also comply with all applicable laws and regulations in the delivery and performance of the beverage services.

Customer rental fees for Village's Bryn Du premises shall be paid directly to the Bryn Du Commission. When a renting Customer uses Contractor's service, the transaction will be between the renting Customer and Contractor directly, and the renting Customer will pay Contractor's fees directly to Contractor.

C. Damages

The Village reserves the right to pursue all legal remedies and forms of redress available to recover costs for damages related to the premises.

D. Insurance and Indemnity

1. Contractor shall indemnify, protect, defend, and hold harmless the Bryn Du Commission, the Village and all of its Commissioners, officers, agents, employees, and members from and against all 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, reckless aggravated carelessness, errors, or omissions of Contractor, its employees, agents, subcontractors, their employees, agents, or any other representatives of Contractor in providing the services.
2. Contractor agrees and is required to maintain in full force and effect and carry the minimum insurance coverage in the manner and amount as specified below from the date of this Agreement through the period for which services are rendered.
3. The insurance coverage specified herein is intended to protect the Bryn Du Commission and the Village from claims for personal and bodily injury, death, disease, and damage to tangible property including loss of use, arising in any manner from negligent acts, reckless aggravated carelessness, errors, or omissions of Contractor, its employees, agents, sub consultants, their employees, agents, or any other representatives of Contractor involved in providing the beverage services.
4. The Bryn Du Commission, the Village, its Commissioners, administrators, agents, and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against Contractor, its officers, employees, sub consultants or

any agent of any of them, and the obligations of the indemnity agreement recited above shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified.

5. **Certificates of insurance shall be provided to the Village and/or the Bryn Du Commission, documenting all required coverage. Certificates shall be kept current, providing updated copies to the Village and/or the Bryn Du Commission, as necessary.**
 - a. **General Liability:** Contractor shall obtain and maintain insurance coverage of not less than One Million Dollars (\$1,000,000) per occurrence in respect of any liability for personal injury and/or property damage arising out of the conduct of Contractor, and its employees, agents, or customers, including product liability and liability arising directly or indirectly from the sale or dispersion of alcoholic beverages at the event, while on or about the facilities and/or during or as a result of an event scheduled or catered by Contractor. Contractor shall indemnify and hold the Bryn Du Commission and the Village harmless from and against liability, claims, judgments, losses, or expenses, including reasonable attorneys fees and other costs of defense and shall provide the Village with satisfactory evidence of having obtained the foregoing insurance within thirty (30) days after the execution of this Agreement or thirty (30) days before the Event, whichever comes first. **The Bryn Du Commission and the Village of Granville shall be named additional insured parties. A policy number and policy effective dates must be identified to the Village and the Bryn Du Commission and must be consistent with current operations.**
 - b. **Automobile Liability:** Contractor shall maintain insurance coverage for automobile liability covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of Contractor for the conduct of Contractor's business, for an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. Coverage shall be written to cover the assumed liability of the indemnity as recited in Section (D)(5)(a) above.
 - c. **Excess/Umbrella Liability:** Contractor shall maintain insurance coverage for excess/umbrella liability for an amount not less than One Million Dollars (\$1,000,000) and each occurrence and also for aggregate coverage. **The Bryn Du Commission and the Village of Granville shall be named additional insured parties. A policy number and policy effective dates must be identified to the Village and the Bryn Du Commission and must be consistent with current operations.**
 - d. **Worker's Compensation:** Contractor will maintain workers' compensation coverage in compliance with Ohio's Workers' Compensation laws, and any other applicable Workers' Compensation or disability laws as required by law. Contractor shall provide proof of such coverage in the certificate of insurance noting that the workers compensation and employers' liability are covered, that a policy number is identified, that policy effective dates are identified and consistent with current operations, and that Contractor has workers compensation

coverage for the statutory limits, for each accident, disease for each employee and disease policy limit for \$1,000,000.

- e. **Liquor Liability:** Contractor shall maintain insurance coverage for liquor liability for an amount not less than One Million Dollars (\$1,000,000) per occurrence.

E. General Obligations

1. Contractor shall exercise due care and caution in its operations and in providing its services at the facilities, and with respect to the security of the Village facilities during the course of said operations.
 - a. Contractor acknowledges and agrees that the facilities, including the building and exclusive use space, vary. The Village will provide clarification of exclusive use spaces when necessary.
 - b. All facilities are non-smoking facilities, including but not limited to the building and immediate proximity of the building per Village ordinances. Smoking is permitted only outside of any site.
 - c. Contractor shall be responsible for maintaining, cleaning, and restoring the Village facility to the same condition found prior to setup and providing the services rendered. This includes all routes to and from rented areas and all spaces used for the event or event preparation as applicable. **Contractor is responsible for all clean up of the beverage service area including the removal of all trash from all areas or as otherwise directed in writing by the Village.** Contractor is responsible for providing proper cleaning supplies, trash containers and bags for their beverage stations as applicable. Ice should not be dumped on grass or in landscaped areas.
 - d. Contractor shall demonstrate complete compliance with all applicable local health and fire codes prior to the commencement of each event and will provide proof of applicable permits and/or licenses to the Village upon request. Contractor agrees to comply with any and all liquor laws that may be applicable to each specific event. Contractor acknowledges and agrees that the failure to do so will result in the Village's immediate cancellation of the service, without liability to the Bryn Du Commission and the Village, their Commissioners, administrators, employees or agents.
 - e. Parking is only permitted in designated parking spaces at all sites.
 - f. Contractor may be charged One Hundred Fifty Dollars (\$150.00) per day for storage of any equipment, if not removed from the premises at the conclusion of an event. All equipment left for next day pick-up must be stored where approved by the Bryn Du Commission, if such can be arranged, but the Village is not obligated to store any private property at any time. The Village is not responsible for any equipment left on the premises of any facility. Any items associated with the beverage or food service that are not cleaned, should not be stored on site to avoid the attraction of pests and maintain the cleanliness of Village premises.
 - g. **Contractor agrees to cease all alcohol service at least thirty (30) minutes prior to the end of the customer's rental time.**

- h. All service must be concluded in sufficient time to dismantle any equipment and vacate the premises within thirty (30) minutes after the conclusion of the customer's rental time.**
 - i. A professional bartender or beverage concierge, employed by Contractor, must serve alcoholic beverages in accordance with all applicable laws and regulations. Alcoholic beverages cannot be sold (no cash bars) on any facility premises or served without required permits or in violation of applicable laws. Gratuity arrangements should be made with the Customer prior to the event. Alcohol is not permitted on the premises unless a bartender/concierge, employed by Contractor, is on site. All alcohol shall be brought on the premises by Contractor or the Customer.**
 - j. At all sites listed on this agreement, alcoholic beverages are limited to the confines of those respective buildings and grounds. Any requests for exception to these rules, regarding confines, must be approved by the Bryn Du Commission at least fifteen (15) calendar days prior to the rental. If outdoor alcohol service is desired at any facility, per all Liquor Control Commission rules, a fencing/tenting plan must be submitted to the Village.**
 - k. Customer shall strictly comply with all State of Ohio liquor laws and other laws and regulations as may be applicable to the event. Contractor is responsible to manage all guests, to remove or properly address any persons who become visibly intoxicated, and to make arrangements for such guests to leave the premises safely. Contractor will ensure that only personnel who have received alcohol-awareness training should serve alcohol and that serving staff should successfully complete a TIPS (Training for Intervention Procedures) course or equivalent, and that all of Contractors' staff on the premises are encouraged to receive the training.**
- 2. Contractor shall be personally responsible for performance under this Agreement and all work performed by any subcontractors shall be at Contractor's expense and Contractor shall be fully responsible for any acts or omissions of any such subcontractors and compliance with the terms of this Agreement and any applicable laws and regulations. Contractor shall notify the Village if it intends to subcontract any of the services, identify the subcontractor, and provide the Village with a copy of any subcontracting agreement and list of employees, staff, or agents fifteen (15) calendar days prior to any event.**
- a. Contractor is permitted into Village facilities at the start of the customer's paid permit time and no earlier unless arranged with Bryn Du Commission. If preparatory time is needed, this should be included within the customer's paid permit time, at the appropriate rental fee and at least fifteen (15) calendar days prior to the event.**
 - b. Preparation areas are generally limited to small kitchenettes or utility rooms. Alternative setups or event tents for additional preparation areas must be approved by the Bryn Du Commission fifteen (15) calendar days prior to any event, at any location.**
 - c. Delivery areas may be used as specifically directed by the Village for the proper servicing of the event. Contractor shall be responsible for any loss, damage, or**

incidents of theft of or to any Village facilities or property contained in or about such facilities.

3. The Village has no exclusive beverage product agreement at this time for the facilities covered under this agreement. The Village reserves the right to change this requirement, but agrees to provide at least thirty (30) days notice to Contractor, should an exclusive beverage agreement be made.
4. Contractor acknowledges and agrees that this Agreement does not provide exclusive rights to Contractor with respect to facility premises and does not obligate the Village to utilize Contractor for any event held at the facility.
5. Events that are scheduled outdoors at the facilities are held rain or shine. In the event of rain, Contractor and Customer must plan accordingly. The Contractor and Customer must comply with Village code for occupancy and fire regulations and facilities may not be over crowded. Precautions of temporary shelters, the curtailment of certain activities, or other rain alternatives should be considered and must be approved by the Bryn Du Commission during the planning process.
6. Should extenuating circumstances merit consideration for exception to any obligation, Contractor must receive Bryn Du Commission approval at least fifteen (15) calendar days prior to each event.

II. AGREEMENTS OF THE VILLAGE OF GRANVILLE

- A. The Village of Granville, after prior review and approval, shall permit Contractor to bring onto facility portable equipment, additional tables if necessary, additional chairs if necessary, and furnishings necessary for its business, which equipment may be removed, without damage to the Village facilities, at any time upon request. The Village and Bryn Du Commission shall not be responsible for any loss, damage, or theft of or to such property.

III. CONTACTS / NOTICE

- A. The contact person for Contractor with authority to make all decisions with regard to this Agreement is _____, who may be reached at the following address and phone numbers:
Address: _____
Phone(s): _____
Email: _____
- B. The contact person for the Village and Bryn Du Commission with authority to make all decisions with regard to this agreement is _____, who may be reached at the following address and phone numbers:

Address: _____

Phone(s): _____

Email: _____

IV. MISCELLANEOUS

- A.** Extent of Agreement. This Agreement represents the entire and integrated Agreement between the Village and Bryn Du Commission and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. There are no other Agreements, either written or oral, between the parties. This Agreement may be amended only by an amendment prepared by the Village and signed by both the Village and Contractor. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

- B.** Governing Law. This Agreement shall be governed by the law of the State of Ohio to 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 provisions, 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 thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

The following parties have agreed and accepted on behalf of the Village of Granville and the Bryn Du Commission and Contractor:

CONTRACTOR:

**VILLAGE OF GRANVILLE
BRYN DU COMMISSION AGENT:**

By: _____
(signature)

By: _____
(signature)

Name: _____
(printed)

Name: _____
(printed)

Date: _____

Date: _____