

## **Heritage Hall/Licking County Aging Program, Inc.**

### **Facilities Rental Agreement**

**1058 East Main Street**

**Newark, Oh 43055**

This Facilities Rental Agreement is entered into by and between the Licking County Aging Program, Inc. (LCAP) and the person(s) named below (Client).

1. Client is responsible for reading all information and for complying with rules and regulations.
2. The individual(s) signing the Rental Agreement personally guarantees the obligations of the organization or group using the facility.
3. Client shall not assign the rights to use the facility to any other person without the prior written consent of LCAP, Inc. management.
4. Client is to use only the portion of the facility designated in this Agreement. There are multiple venues in the building that may be rented simultaneously.
5. LCAP, Inc. assumes no responsibility for damage or loss of any property of Client or others brought into the facility prior to, during or after the Client's use.
6. Client agrees to be responsible for any loss or damage caused during use of facility and agrees to indemnify, defend, protect, and hold LCAP, Inc. harmless from all claims and damages arising from their use of the facility.
7. No animals, except for service dogs, are allowed in Heritage Hall.
8. No smoking allowed in or around the building other than in the designated smoking area on the northeast corner of building. A smokers post is available in that location.
9. Client may not store items at Heritage Hall without prior consent. Items left for more than 3 days after an event will be considered abandoned and shall become the sole property of LCAP, Inc., which will be free to dispose of any such items as it sees fit.
10. On the date of the event, the facility will be opened by an LCAP, Inc. employee 15 min. prior to rental time. The LCAP, Inc. employee shall remain in the building during the event.
11. The number of persons in a rented room shall not exceed that number which is posted designating occupant capacity.
12. All exit doors shall not be obstructed by any means.
13. Client is responsible for room clean-up after event. All trash must be contained in the receptacles which are provided. The floors should be free of debris. A cleaning fee of \$100 will be charged if the room(s) is/are not in the same condition as when Client arrived. Client may request a walk-through with custodian upon arrival to address issues or concerns noted with the condition of the room(s).

### **Event Liability Insurance**

A Certificate of Liability is required for all events where alcohol is present and/or for large events, as requested by the Heritage Hall Events Coordinator. The certificate of liability should name the Licking County Aging Program, Inc. as additional insured for the period of time the facility is being used and must cover General Liability/Personal Liability for \$1 million per occurrence. The certificate of liability must be received by the Heritage Hall Events Coordinator at least 48 hours prior to the event. See the "Event Liability Insurance" information attached to this agreement.

### **Security Deposit/Payments**

The security deposit payment is required when the Rental Agreement is returned to the Heritage Hall Events Coordinator. If the security deposit is not paid with the return of the Rental Agreement, the space may be released and made available to others.

Security deposits are payable to Licking County Aging Program, Inc. (LCAP) Accepted methods of payment include cash, check, cashier's check or credit card. The total bill is due one week prior to the event unless other arrangements have been made. Pricing details are included on final page of this agreement.

### **Services Included in Rental:**

All room rental fees include use of the desired room(s) for a 4 hour time-period. Access to the room(s) prior to the rental time for decorating purposes may be permitted depending on room availability. There will not be a fee for decorating prior to the event time if it can be completed during normal business hours of M-F 8am-10pm. The charge for additional time is \$100 per hour. On weekends, the custodian will arrive 15 minutes prior to the scheduled rental time on the day of your event.

### **Conference room(s):**

Use of all existing tables and chairs. A/V equipment available upon request. Pricing details are included on final page of this agreement.

### **Dining room and Café:**

Use of all existing tables and chairs, countertop with electrical outlets and onsite custodial staff through-out your event. Food service through a licensed caterer is not required in the dining room or Cafe. Access to LCAP kitchen is not permitted.

### **Banquet Room(s):**

Set up of all round tables and chairs, white linen tablecloths and extra banquet tables for bridal party, desserts, food, beverages, guest book, gifts, etc. In addition, use of kitchenette, stage, and onsite custodial staff throughout your event. If a DJ is booked, please have the DJ use their sound system. Food service will need to be contracted from a licensed caterer. Refer to Food Service/Catering policy below for details.

### **Decorations**

Floor wax, cornstarch, birdseed, confetti, glitter, rice, straw, flower petals, sand, fog, smoke, and similar materials are not allowed. Damage fees will be charged if these items are used. Bubbles may be blown outside of the facility only. Table decorations and free-standing decorations are allowed. No decorations may be placed on the walls unless adhered with painters tape. Existing pictures hanging on the walls may not be removed with prior approval from the Heritage Hall Events Coordinator. LCAP staff will remove pictures, if approved. Ceiling decorations must be approved by the Heritage Hall Events Coordinator in advance. Candles must be stationary and entirely enclosed in non-flammable container such as a lantern, hurricane globe or glass votive which is placed on a base used for protection. Battery operated candles are preferred. No fireworks

are allowed on property, inside or out, to include sparklers. Additional lighting fixtures are not allowed unless approved by Heritage Hall Events Coordinator.

**Food Service/Catering Policy:**

LCAP, Inc. allows open catering to all licensed caterers. Our preferred caterer is Creative Catering located in Hebron, Oh. Our preferred caterer is familiar with our facility and our policies and provides excellent services. In addition, Creative Catering has provided required documents which are retained on file at LCAP, Inc. All caterers must provide a current copy of their Ohio Food Service Operation License as well as proof of liability insurance. Creative Catering is charged 18% of their client billing for use of the facility . All other licensed caterers will be charged 20% of their client billing. Caterers may choose to charge an additional fee to their client to cover this charge. Arrangement for all catering details are to be made directly between the Client and the caterer. Cancellations regarding catering and food service are to be handled directly with the caterer.

The main kitchen at Heritage Hall is not to be used for food preparation or storage. Access to the ice machine is permitted. Hairnets must be worn in the kitchen at all times. Caterers and the Client will be responsible for removing leftover food, alcohol and personal belongings at the conclusion of the event. Damage to any of our equipment and/or missing items from the kitchen area will result in an appropriate fee to be determined by LCAP, Inc. staff. This additional fee will be deducted from the security deposit. If the damage is greater than the amount of the security deposit, an invoice will be mailed to the client for the additional amount.

**Alcoholic beverages**

Alcoholic beverages may be served at Heritage Hall. Please refer to the Heritage Hall Alcohol policy on pages 7 and 8 for details.

**Deliveries/Storage**

All deliveries prior to the time of the event will need to be scheduled in advance with the Heritage Hall Events Coordinator due to lack of storage and liability concerns. LCAP, Inc. cannot assume any responsibility for items left by the caterer, rental company, or Client.

**Audio/Visual Equipment**

Clients choosing to bring in their own A/V equipment are responsible for testing the equipment prior to the event. The following items are available for rent and must be requested in advance: projector, laptop, wireless sound system, podium, hand held microphone, lavalier microphone, television, DVD player and stage. Pricing sheet is included on final page of this agreement.

**Facility/Cancellation Policy**

The Client must notify the Heritage Hall Events Coordinator in writing or by email if it becomes necessary to cancel a reservation. The following timeline and cancellation fees will apply:

| <b><u>Cancellation Policy/Cancellation Fee</u></b> | <b><u>Percentage of Contract Total</u></b> |
|--|--|
| 61-90 days prior to event                          | 20%  |
| 31-60 days prior to event                          | 30%  |

|                           |      |
|---------------------------|------|
| 16-30 days prior to event | 40%  |
| 7-15 days prior to event  | 50%  |
| 6-0 days prior to event   | 100% |

**Smoking Policy**

Heritage Hall is a non-smoking facility. However, smoking is allowed in an outside, designated area on the northeast side of the building only. A smoker’s post is available.

**ADA Accessibility**

Heritage Hall is ADA compliant. Every effort will be made to accommodate accessibility needs.

**Emergency Procedures during event:**

Heritage Hall has an emergency escape route plan in case of fire or other disaster. The plan is prominently posted throughout the building. Clients are responsible for locating the escape route plan, location of exit doors and location of fire extinguishers upon arrival.

| <b><u>Situation</u></b>                | <b><u>Procedure</u></b>  |
|--|--|
| <b>Fire and Earthquake</b>             | <ol style="list-style-type: none"> <li>1. Call 911</li> <li>2. Contact LCAP custodian on duty</li> <li>3. Evacuate calmly prior to fire department arrival</li> <li>4. Do not re-enter building until instructed to do so by emergency personnel</li> </ol>  |
| <b>Tornado</b>                         | <ol style="list-style-type: none"> <li>1. Interior rooms of Heritage Hall are designated as shelter areas. These rooms include restrooms, Café, Conference Rooms A/B and C, employee lounge and banquet room service corridor.</li> <li>2. Local radio station should be monitored for updates, if accessible by cell phone</li> </ol> |
| <b>Emergency use of LCAP telephone</b> | <ol style="list-style-type: none"> <li>1. Dial “9” before placing call.</li> </ol>   |
| <b>Any other emergency</b>             | <ol style="list-style-type: none"> <li>1. Locate custodian on duty.</li> </ol>   |

**Closure of Premises / Weather Related Closures/Unforeseen Circumstances:**

In the event of impossibility of performance due to accidents, Acts of God including, but not limited to, extreme weather and tornadoes, government regulation, civil disorder, curtailment or other emergencies that make it illegal, impossible or extremely ill advised to provide access to Heritage Hall facilities, this Contract will be terminated and LCAP, Inc. will refund any monies paid less expenses incurred.

In the event of weather related closures in the area that do not make the performance illegal, impossible, or extremely ill advised, upon the wishes of the client, the planned event will be held as scheduled.

If the event must be postponed by the Client due to an emergency, the event may be rescheduled without penalty on a space available basis. The Security deposit will be transferred to the new booking. Cancellations of postponed or rescheduled event will be subject to cancellation policy. Heritage Hall/LCAP, Inc. is not liable for any costs incurred by the client because of postponement, rescheduling, or cancellation.

Client hereby agrees to indemnify, defend and hold harmless The Licking County Aging Program, Inc. and their respective officials, officers, directors, agents, employees, successor and assigns from and against any and all claims, damages, expenses, costs (including, without limitation, reasonable attorney fees) and liabilities (collectively, "Claims") arising or alleged to arise from occasioned use of the facility.

It is understood and agreed that should you and/or your attendees fail to adhere to all rules, policies and conform to the proper use of the building, LCAP management may, at their discretion, terminate this agreement and require the renting parties to vacate the building (during the event if necessary), forfeiting any and all fees and monies.

**Client Name:**

**Company/Organization, if applicable:**

**Date of event:**

**Room Rental Fee:**

**Event Type:**

**Security Deposit:**

**Rental Time:**

**Room(s):**

**Caterer :**

**Serving alcohol?**

**Notes:**

By signing below, I/we acknowledge that I/we have read the Agreement in its entirety, and that I/we agree and understand this agreement and the policies it contains. I/we agree that all person(s) named herein is/are personally liable to pay for all goods and services described in this Agreement; and I/we acknowledges that he/she has full authority to bind any and all principals named herein.

**Client Signature:** \_\_\_\_\_ **Client Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact phone:** \_\_\_\_\_ **Contact phone:** \_\_\_\_\_

**Contact email:** \_\_\_\_\_ **Contact email:** \_\_\_\_\_

**LCAP Employee:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Additional Rental Items:**

|  |   |
|--|---|
| <b>Stage</b>   | <b>\$25 set up fee</b>  |
| <b>Telecasting equipment (Banquet Rooms B-D)</b>         | <b>1 Television     \$75</b><br><b>2 Televisions    \$100</b><br><b>*No streaming devices allowed    3 Televisions    \$125</b> |
| <b>Projector</b>   | <b>\$25</b>   |
| <b>Laptop computer</b>                                   | <b>\$25</b>   |
| <b>Sound system with wireless or lavalier microphone</b> | <b>\$25</b>   |
| <b>Podium with hand held microphone</b>                  | <b>No charge</b>  |
| <b>White chair covers</b>                                | <b>\$2.00 each</b>  |
| <b>White stoneware dinner plates</b>                     | <b>\$.50 each</b>   |
| <b>White stoneware dessert plates</b>                    | <b>\$.50 each</b>   |
| <b>White stoneware salad or soup bowls</b>               | <b>\$.50 each</b>   |
| <b>White stoneware coffee mugs</b>                       | <b>\$.25 each</b>   |
| <b>Silverware- butter knife, spoon and 2 forks</b>       | <b>\$.25 each place setting</b>   |
| <b>Glass stemware</b>                                    | <b>\$.25 each</b>   |
| <b>White linen tablecloths(with Banquet Room rental)</b> | <b>No charge</b>  |
| <b>White linen tablecloths and napkins</b>               | <b>Actual charge from vendor</b>  |

## **Heritage Hall/Licking County Aging Program, Inc.**

### **Alcohol Policy**

- (1) All state laws and local statues regarding the possession, use and distribution of alcohol must be observed by all parties utilizing Heritage Hall Banquet Center.
- (2) The Client will provide alcoholic beverages. Guests are not permitted to bring in their own alcohol.
- (3) Alcohol (including beer and wine), may be served on a complimentary basis only, without a liquor license. Proof of approved state liquor license will be required at least 7 days prior to event if alcoholic beverages will be sold at event.
- (4) Only those persons of legal age to consume alcoholic beverages will be served. Any individual may be asked to provide identification.
- (5) Alcohol may only be consumed in the portion of the facility leased for the event. No alcoholic beverages are allowed to be taken out of the banquet room(s).
- (6) The serving of alcoholic beverages must cease one (1) hour before the end of the contract time.
- (7) Client must provide a one million dollar liability policy with Licking County Aging Program, Inc. named as additional insured on the policy. Proof of policy is required at least 7 days prior to scheduled event.
- (8) Alcohol may only be served by TIPS certified bartenders. (Training for Intervention Procedures) Proof of certification is required. LCAP, Inc. assigns authority to caterer to request non-compliant guests to leave premises.
- (9) Non-alcoholic beverages must also be available during event.
- (10) LCAP, Inc. reserves the right to limit the amount of alcohol brought on premises. Consumption of alcohol not served from the bar is not permitted anywhere on LCAP's property, including the parking lot. Liquor is limited to four selections. Alcohol limits must be approved by LCAP, Inc. at least 7 days prior to event. The limit will be based on the final guest count.
- (11) Any violation of this policy will result in prosecution under Ohio law, when applicable.



(12) All alcohol must be removed by the Client at the conclusion of the event at which it is served.

(13) All events at which alcoholic beverages are sold or served must be approved in writing by the signing of this document. Such authorization shall in no way constitute an admission of LCAP Inc.'s liability or responsibility for claims which may arise out of such sale or service.

By signing below, I/we acknowledge I/we have read the Alcohol Policy in its entirety, and that I/we understand and will comply with this agreement.

Client Signature: \_\_\_\_\_ Client Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

LCAP, Inc. Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Heritage Hall/Licking County Aging Program

### Event Liability Insurance

The Client is liable for any damage done to the facility during their rental period.

Instructions for providing liability insurance:

1. Contact your insurance agent (or an insurance company if you don't already have one).
2. Ask them to provide a Certification of Liability Insurance in the minimum amount of \$1,000,000 (one million dollars). Insurance plans or umbrella policies offer this at a nominal charge.
3. Name the Licking County Aging Program, Inc., 1058 East Main Street, Newark, Oh 43055, as additional insured for the date of the event.
4. Should you choose not to use our preferred caterer for your food service, please have the caterer of your choosing provide a Certificate of Liability as well, naming Licking County Aging Program, Inc., 1058 East Main Street, Newark, Oh 43055, as additional insured for the date of the event.

Forms can be returned by e-mail to [mfuller@lcap.org](mailto:mfuller@lcap.org) or faxed to 740-349-8003.

Forms must be received at least 7 business days prior to the event.