

Blanton House Agreement 2

Blanton House Agreement

Description

Title

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BLANTON HOUSE RENTAL AGREEMENT

I. PAYMENT

Forms of Payment

All rentals are handled by the Facility Manager. Payments must be made with Credit Card or Check to secure the date. Reservations can be made up to 18 months prior to date. 50% of rental fee is due to confirm date. Remaining 50% due 30 days prior to rental date.

Rental Dates

All rentals are handled by the Facility Manager.

Tax

A government tax of 7% will be charged for rental.

II. CANCELLATION POLICY

Renters cancelling their event within 6 months of the rental date will forfeit their 50% rental payment. Renters cancelling within 30 days of their event will forfeit their entire rental fee.

III. RENTER RESPONSIBILITIES

A. Wedding or Large Event Items Requested

These items must be turned in to Facility Manager one week prior to renting the facility.

1. –Recommended 1,000,000 Liability Insurance Policy (obtained through an insurance company)

(The Town of Danville, Staff and the Board must be named as additionally insured)

2. –State Alcohol permit copy to serve alcohol or catering permit posted on front door the day of rental.

(Takes 3 weeks to obtain)

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B. Facility Hours

1. 6am–11pm

C. Alcohol Use

1. Alcohol will only be permitted at The Blanton House. Glass beverage bottles are prohibited in all parks and facilities. Alcohol is not permitted inside the limits of Ellis Park.
2. State Alcohol permit must be posted on the front door of facility. Permits are issued through the state and take three weeks to process.
3. All alcohol used on the property shall be served by a catering service holding a current permit from the Alcohol Beverage Commission authorizing the sale and service of alcoholic beverages.
4. Alcoholic Beverages may be serviced only in designated locations and may be consumed only inside the Blanton House building or on the grounds of the property behind the building. No alcoholic beverage shall be brought onto or taken from the premises by anyone other than the catering service.
5. All state laws governing alcohol sales, service and consumption must be followed. Any indication that alcohol is being served to or consumed by persons under 21, or being supplied by persons other than the caterers, may result in the immediate termination of the rental agreement (i.e. the event will be stopped) with no refund of rental fees.
6. The catering service shall discontinue alcohol service if continued alcohol consumption at the event may reasonably be expected to result in damage to the house or grounds, harm to any event participant, neighbor or the public at large or in any violation of these rules
7. All alcoholic beverage service shall be stopped one hour prior to the end of the reserved use period.

D. Set-up/Take-down

1. Rental time includes any set-up and take-down. All outdoor event set-up is included in rental time. No persons shall set up or use the facility or its grounds prior to rental times or risk possible cancellation of rental. Special arrangements should be agreed upon prior to rental between renter and administrator. This is subject to availability of administrator. Rental/Vendor/Caterer materials must be removed immediately unless an arrangement has been made with the Park Director. All vendor rented tables and chairs must be moved to the east side of the garage outside on the porch by the end of the rental.

E. Parking

1. Park in designated areas. Rain may cause parking issues. Please plan accordingly.

F. Clean up

1. All persons renting must leave facility in the same condition as prior to rental. Cleanup must be done immediately after event. The person signing the agreement is responsible for all conditions. It is to the advantage of the renter to communicate with all of their contracted vendors concerning clean-up and their expectations. Clean up list located on refrigerator. Plan for cleanup to take an hour or more.

G. Vendors

1. Caterers, rental companies, disc jockeys, etc. are welcome to contact administrator prior to the

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event concerning specific needs. If needed, the Park and Recreation Department can suggest possible vendors.

H. Tables and Chairs (Park Owned)

1. 225 white folding chairs, 30 white 5' round tables and misc buffet tables are available during rental.
2. There are no guarantees for these items. These items are luxury items, numbers and quality could dissipate throughout the rental season.

I. Tent and Rentals Tent

1. Available April – October and will be placed over the courtyard at all times during the Regular & High season.
2. Tent size is 30'x75' and should hold around 200-225 comfortably.
3. DAMAGE TO TENTS AND EQUIPMENT

There will be NO COOKING, GRILLING, ETC. UNDER THE TENT due to smoke and fire damage possibility. Tiki Torches and sources of fire must be at least 15' away from tent. NO FIREWORKS OR SPARKLERS in the vicinity of the tent. Lanterns must be approved by Facility Manager.

4. No items shall be taped on tent or side curtains. SIDE CURTAINS MUST BE KEPT DRY AND CLEAN (not thrown on the ground) unless in use. Sides will be put up and taken down by staff only as prearranged.
5. Any and all lighting, cooking, and heating sources or decorations (e.g. colored paper streamers are not allowed) used in the vicinity of Danville Park & Recreations tent or equipment must be approved by the Park Director in advance. CLIENT agrees to reimburse Danville Park & Recreations for any and all costs or damages resulting from lighting, cooking, or heating equipment or decorations except as authorized above. In the event of serious damage Danville Park & Recreations reserves the right to repair or replace the damaged item or items in its discretion, at CLIENT'S sole expense.
6. The tent is a luxury item. There are no guarantees with this item. Quality could be damaged by weather or patrons and may require timely repairs or possible removal. Staff will make renters aware when necessary.

J. Miscellaneous

1. Smoking will not be permitted inside any park facility. Smoking is designated in outside areas only.
2. No motorized vehicles will be allowed to park in any non-designated parking area unless approved.
3. Music must be kept at a (Predetermined) reasonable level.
4. No attachments to structure walls, ceilings, or floors (i.e. tape, nails, staples, etc)
5. All children must be supervised at all times.
6. Yard signs must be approved before using.
7. Placement of inflatable, and all other equipment used outside of facility must be approved by Park Director. All inflatables and other equipment must be removed by the end of the rental.

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8. Wedding ceremonies please only throw real birdseed and flower girls may only drop real flower petals.

9. Park will provide trash containers and liners. All renters are responsible for bagging and depositing trash in designated location in the east bay of the garage. Park staff will dispose of bags or containers placed in the garage after the event.

IV. FACILITY MANAGER RESPONSIBILITIES (for general knowledge of renter)

A. Contact

The Facility Manager is the main contact for handling facility inquiries.

B. Tours

Promoting Blanton House rentals.

C. On site Procedures

Conduct periodic checks with renter to make sure all needs have been met. Periodic checks of restrooms, trash, grounds and following guidelines set by the facility agreement.

D. Duties

1. First person to field all questions from renters at any time.
2. Organize and coordinate vendors (tents, caterer, chairs, tables, linens, and florist) setup and take down for rentals.
3. Oversee that renters follow proper guidelines for alcohol permit and liability waivers.
4. Oversee the use of the house, tables, chairs and tent. Doing periodic checks on quantity and quality.

E. Rental Day

1. Unlock facility for renters to enter.
2. Field all questions.
3. Make sure all policies and procedures are followed by renters.
4. Depending on contract; stay at facility during all times to make sure renter is fully taken care of.
5. Responsible for making sure house is cleaned prior to renting.
6. Act as maintenance man to fix facility issues. (light bulbs, limb pickup, dust)
7. Responsible for making sure that renter follows all cleaning procedures.
8. If renters do not follow cleaning procedure than Facility Manager will be responsible for the cleaning.

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9. Make staff aware of any problems.
10. Responsible for making sure house is secure after rental.

F. Administrative

1. Deliver park staff all records.
2. Record data for each renter.

V. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Renter agrees to indemnify and hold the Blanton House and the Town of Danville, its officers and agents harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, on or about the Blanton House, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the premises of the Blanton House by reason of Renter's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Renter or Renter's guest, whether intentional or negligent, which occur during use. Renter agrees to pay all costs and attorney fees incurred by the Blanton House and representatives in defending any such claim or action brought against the owner and representatives.

Failure to follow contract guidelines could result in loss of rental and additional fees.

Signature indicates the renter agrees to all terms and conditions stated in the Blanton House Agreement.

Town of Danville Special Alcohol Permit:

Town of Danville Parks and Recreation Special Permit Alcohol Policy Ordinance #15-2001 prohibits alcohol in Ellis Park.

Exception: So that the Town of Danville will be able to regulate the use of alcohol in Ellis Park, the document entitled Special Permit Alcohol Policy is hereby established. To assure proper and adequate liability insurance, The Town of Danville will mandate the provision of a certificate of liability insurance for no less than \$1,000,000. This policy would allow alcohol to be present during Special Events if all of the following conditions are met:

- Obtain a special permit through the state to serve beer and wine at our location.
- Those groups or individuals renting certain facilities with Ellis Park apply for and receive a special permit by the Town of Danville.
- Those groups or individuals applying for the permit must provide proof of Insurance that covers the provision of alcohol and General Liability coverage of not less than \$1,000,000.

Please Note:

This is for an alcohol permit for your event with The Town of Danville Parks Department. After completion, you must also acquire the proper one-day permit from the State.

Requires Town of Danville Special Alcohol Permit (Required):

(Select only one option)

There is a \$50 per occurrence fee to obtain a Town of Danville alcohol permit.

Yes

No

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I understand that I must also acquire the proper one-day alcohol permit from the State of Indiana. * (Required - Select at least one option):

Yes

No

Print Name (Required): _____

Date (Required): _____

Today's Date

Signature (Required): _____

Staff Reviewed Policy by Phone