PREMIER PARK EVENTS <u>RENTAL POLICIES AND PROCEDURES</u> <u>FOR CINCINNATI'S PREMIER PARK FACILITIES</u>

Effective January 1, 2023 ~ December 31, 2023

PREMIER PARK EVENTS, the exclusive agent for The Cincinnati Park Board's Premier Facilities, located at 425 Oak Street, Cincinnati, Ohio, 45219, submits for signature to all clients, the following Policies and Procedures Declaration for:

Maple Ridge Lodge Oak Ridge Lodge

The Policies and Procedures set forth herein by Premier Park Events and the Cincinnati Park Board, agreed upon and accepted by each client, via signature and payment, must be received prior to full acceptance of facility rental permit agreement. The acceptance of these Policies and Procedures is with your complete understanding and adherence. A separate rental reservation agreement will be executed in addition to the acceptance of these policies and procedures.

Reservations

Reservations may be made starting January 1, 2022 for requested event dates through December 31, 2023.

Contractual Obligations

- 1. Contract Holder shall, in the performance of service under this contract, comply with **ALL** statutes, ordinances, rules and regulations, of the Cincinnati Park Board, Premier Park Events, Federal Government, Sate of Ohio, County of Hamilton and the City of Cincinnati.
- 2. Contract Holder must be Twenty-One (21) years-old and assume responsibility for the facility and its condition, invited guests and all activity that engage guests for the duration of the rental period.
- 3. Contract Holder assumes responsibility for access to the facility and surrounding park areas, as well as activity in these areas, dedicated as Private Event Reserved Area.
- 4. Responsible adults must accompany all minors at the Private Reserved Area at all times.
- 5. Rental Contract is Non-Transferable and must be in your possession for the duration of the event and shown upon request.

Facility Rental Terms

- 1. Each facility rental is designated a Six Hour (6 hour) event term, with an additional Two-Hour (2 hour) term designated for event set-up on *Friday—Sunday* events, with each additional hour charged at Seventy-Five Dollars (\$75.00) per hour.
- 2. Each facility rental is designated an Eight Hour (8 hour) event term, with an additional Two-Hour (2 hour) term designated for event set-up on *Monday*—*Thursday* events, with each additional hour charged at Seventy-Five Dollars (\$75.00) per hour.
- 3. Special pricing and availability is structured for holiday events.
- 4. All evening events must be completed by 11:00PM, with music & event exits beginning at 10:00pm. The facility must be cleaned and returned to its <u>original condition</u> with all guests having exited park property by 11:00PM. <u>Failure to do so, will result in the loss of damage deposit.</u>
- 5. The Rental Agreement is valid rain or shine, with the facility cancellation policy in effect.

Facility Rate Terms and Payments

- 1. A Three-Hundred Seventy-Five Dollar (\$375.00) <u>Non-Refundable Deposit</u> is required to HOLD and SECURE all rental venues and dates.
- 2. A One-Hundred Fifty Dollar (\$150.00) Damage Deposit is required and Refundable Post-Event for all Facility Rental Agreements. Please refer to Damage Deposit Terms & Conditions.
- 3. The Balance of the Full Rental Fee, to include Damage Deposit, is due Thirty (30) days after the Reservation Hold or Thirty (30) days prior to the event, whichever comes first.
- 4. The Reservation and Rental Permit Agreements are Non-Transferable.

By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies.

PREMIER PARK EVENTS <u>RENTAL POLICIES AND PROCEDURES</u> FOR CINCINNATI'S PREMIER PARK FACILITIES

Damage Deposit Terms and Conditions

- 1. Premier Park Events collects a One-Hundred Fifty Dollar (\$150.00) Refundable Damage Deposit at the time of final reservation booking and payment. The damage deposit is held in escrow by Premier Park Events until the conclusion of the event.
- 2. All Damage Deposit Refunds are returned to applicant within Thirty (30) days post-event should all event charges have been paid in full.
- 3. Should any damage occur to the premier facility or grounds, a partial or full deduction from your damage deposit will be used to repair and/or replace damaged area or item(s). In the event the damage repair and/or replacement exceeds the damage deposit amount, the permit applicant will be held solely responsible for additional charges. A separate invoice will be generated to cover all costs associated with the damage occurrence.

Required Cincinnati Police Detail

- 1. In accordance with the rules and regulations set forth by Premier Park Events, the Cincinnati Park Board and the City of Cincinnati Police Department, a Cincinnati Police Officer is REQUIRED during the last Four (4) Hours of your event.
- 2. The police officer's duties include, but are not limited to: securing the perimeter of the venue for safety, protection from unauthorized guests, assisting with traffic flow & parking, coordination of logistical arrival and departures for guests, staff and associated vendors.
- 3. Premier Park Events, in partnership with the Cincinnati Police Department, will be responsible for scheduling all police detail.
- 4. Police detail for a standard reservation is included within your reservation, paid for by PPE.
- 5. Should additional police detail hours be requested by the contract holder, final invoice will reflect this additional detail time at \$55.00 per hour and paid via the contract holder to PPE separately.
- 6. In the event scheduled police detail is not able to attend the event due to city emergency circumstances, contract holder does not receive compensation for scheduled police detail.
- 7. Should contract holder's guest count exceed 250 guests, a second officer is required for the same duration and cost per hour at the contract holder's expense.
- 8. The Cincinnati Police Department reserves the right to change detail cost and hours required at any time during the term of this contract.
- 9. This required police detail can only be made possible via Premier Park Events and the Cincinnati Police Department. <u>Under no circumstance can a policy holder provide their own security or</u> <u>attempt to bring in officers from different jurisdictions.</u>

Payment Schedule

- 1. Initial Payment of Three-Hundred Seventy-Five Dollars (\$375.00), which is <u>Non-Refundable</u>, is due at the time the reservation is held for commitment and removed from availability.
- 2. Final Payment, pursuant to Rental Agreement, less your deposit, is due Thirty (30) days post-reservation confirmation.
- 3. Final Payment for equipment rental and additional police detail, if any, is due Seven (7) days prior to your event.
- 4. In accordance with Cincinnati City Ordinance No. 435-75, the City of Cincinnati will render a service charge of \$35.00 or the maximum amount allowed by law for each returned bank check.
- 5. In the event payment delinquency occurs, Premier Park Events reserves the right to terminate Facility Rental Agreement.
- 6. In the event payment delinquency occurs for final post-event invoice, an interest charge of Fifteen Percent (15%) per month will be charged until payment is secured in full.

SIGNATURE/DATE:_

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PREMIER PARK EVENTS <u>rental policies and procedures</u> for cincinnati's premier park facilities

Payment Methods

Premier Park Events accepts the following Methods of Payment:

- 1. Credit Card Payments for all Transactions: Visa, MasterCard, Discover or American Express
- (A 2% [Two Percent] Surcharge Processing Fee will be applied for each credit card transaction)
- 2. Local Check or Money Order for Reservation Payments Only—Made Payable To: *Premier Park Events*
- 3. Certified Check or Money Order for ALL Remaining Event Balances
- 4. Cash is NOT an acceptable form of payment

<u>Facility Rental Refund Policy</u> A Three-Hundred Seventy-Five Dollar (\$375.00)

Reservation Rental Deposit is Non-Refundable.

Rental Reservations Cancelled *Six Months (+)* prior to event: *One –Hundred Percent (100%) Refund less \$375 Rental Deposit*

Rental Reservations Cancelled *Three—Six Months* prior to event: *Fifty Percent (50%) Refund less \$375 Rental Deposit*

Rental Reservations Cancelled Less Than Three Months prior to event: No Refund

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Contract Terms and Conditions

Wedding Rehearsals & Ceremony Policies

- 1. Should the nature of Contract Holder's event consist of a wedding ceremony and reception, the ceremony must begin no earlier than the designated Six-Hour rental period commencement, unless separate arrangements have been made prior with Premier Park Events.
- 2. Maple Ridge Great Lawn Ceremony Chair Set-Up & Teardown Fee: Should Contract Holder wish PPE to set-up & teardown chairs separate from main lodge event space, an additional One Hundred and Fifty Dollars (\$150.00) will be charged, with arrangements made no less than one week prior to scheduled event.
- 3. Wedding Ceremony Rehearsals may be *submitted* at the time of reservation, given no event is currently scheduled at the event venue for time requested. Premier Park Events will pend a hold for Contract Holder's requested wedding rehearsal time with the full understanding by the Contract Holder, should an event be scheduled by Premier Park Events no less than Three (3) weeks prior to Contract Holder's event, the rehearsal time is confirmed for the Contract Holder.
- 4. Should the Contract Holder request access to the facility for a wedding rehearsal, a fee of Fifty Dollars (\$50.00) per hour, with a minimum of Two (2) hours and a maximum of Four (4) hours apply. The date and access time are at the discretion of Premier Parks Events and may not be available due to facility occupancy and schedule.
- 5. The scattering or throwing of rice, birdseed, artificial flowers and Chinese Flying Lanterns are <u>STRICTLY PROHIBITED</u> on all park properties.
- 6. <u>Sparklers</u>: All Contract Holders wishing to use sparklers during your event must submit request in writing prior. Additionally, Contract Holders may only facilitate the use of sparklers in preapproved areas designated by PPE and the Cincinnati Park Board. Failure to comply with these policies with result in the forfeiture of Contract Holder's Damage Deposit with the possibility of additional fines. Evidence of such negligence will be documented by PPE and the attending police detail.

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Food & Beverage Accommodations

Contract Holders are permitted to supply, prepare and distribute food & non-alcoholic beverage items at the contracted facility, should Contract Holder supply and prepare own food via the venue's on-site kitchen.

Exclusive Catering Partners

- 1. The Contract Holder is required to use one of our exclusive catering partners for any and all catering needs in the event the Contract Holder does not provide their own food. No caterer other than Premier Park Events Exclusive Caterers is permitted to prepare, provide or distribute any food or beverage at any premier venue. Catering partners can be found at <u>www.premierparkevents.com</u>. Should it become known to Premier Park Events or the Cincinnati Park Board that an outside caterer has provided food and beverage service on facility property for said event, the Contract Holder will forfeit the full One-Hundred Fifty Dollar (\$150.00) Damage Deposit.
- 2. China, glassware and flatware may be rented from your caterer or Premier Park Events. All china, glassware and flatware rentals via exclusive caterers must be pre-approved by Premier Park Events.
- 3. The Caterer's bill will reflect an additional Fifteen Percent (15%) Exclusive Park Catering Fee for all orders and services provided by the caterer. This fee, utilized for the park's general maintenance and preservation fund, is forwarded via the caterer to Premier Park Events and the Park Board Five (5) days after your event. This fee does not serve as your service gratuity. Your gratuity, if you so choose for service staff and PPE Event Specialist, should be handled separately by the contract holder.

Exclusive Beer, Wine & Spirits Service

1. ALL BEER, WINE & SPIRITS MUST BE PURCHASED FROM THE CINCINNATI PARK BOARD AND THE CITY OF CINCINNATI VIA PREMIER PARK EVENTS.

- 2. All alcoholic beverages must be purchased and consumed within the rules and regulations of the Cincinnati Park Board and Premier Park Events. The Ohio Revised Code and the Ohio Department of Commerce - Division of Liquor Control expressly prohibit the possession and/or consumption of any alcoholic beverages that have not been purchased through Premier Park Events or their approved vendors in accordance with the liquor licenses on file. All violations will result in the forfeiting of any and all payments including deposits, as well as criminal charges.
- 3. FOOD AND ALCOHOL SALES ARE <u>STRICTLY PROHIBITED</u> unless approved by PPE at the time of reservation confirmation.
- 4. An Automatic Fifteen Percent (15%) Service Charge will be applied to All Alcohol Purchases.
- 5. Contract Holders are permitted to serve alcoholic beverages in the Private Event Reserved Area Only. Distribution or consumption outside of this area will result in forfeiture of One-Hundred Fifty Dollar (\$150.00) Damage Deposit and possible fines from the Cincinnati Police Department.
- 6. In the event alcohol is served, Contract Holder must comply with all Federal, State and Local Laws governing alcohol.
- 7. Should contract holder violate any rules and regulations set forth herein or those in compliance with Federal, State and Local laws, an automatic \$250 fine will be imposed immediately upon discovery of violation and enforced by the Cincinnati Police Department.
- 8. Guests are not permitted behind the bar area.

Sy signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies.

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PREMIER PARK EVENTS

RENTAL POLICIES AND PROCEDURES FOR CINCINNATI'S PREMIER PARK FACILITIES Exclusive Beverage Service

- 1. Alcoholic beverages are only permitted in the designated "Private Event" areas of each venue set forth in this Agreement. PPE, in conjunction with the Park Board and the Cincinnati Police Department, will provide Contract Holder and Catering Contractor with designated perimeters for all contracted venues.
- 2. A professional bartender or beverage concierge, employed or contracted by the Catering Contractor or contracted via the client and approved by PPE, must serve alcoholic beverages in accordance with all applicable laws and regulations, in addition to the terms and conditions set forth in this Agreement.
- 3. Catering Contractor and/or contracted bar service, must provide or make arrangements for all standard bar set-up items required to facilitate a quality bar service. These items include, but are not limited to, ice, soft drinks, water, mixers, juices, specialty fruit, glasses/stemware, beverage napkins, etc. and will be provided at a specified amount, per person, under your contract agreement with selected provider.
- 4. The professional bartender(s) and/or Catering Contractors are responsible for the management of all guests consuming alcoholic beverages, to remove or properly address any persons who become visibly intoxicated, and to make arrangements for such guests to leave the premises safely. These contractors 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 the contractor's staff on the premises are encouraged to receive such training.
- 5. No alcohol is <u>ever permitted on a self-serve basis</u>.
- 6. Contractor agrees to cease alcohol service at least Thirty (30) minutes prior to the completion of the Contract Holders' rental term.

Facility Inclusive Equipment

- 1. Each venue comes equipped with tables and chairs based on maximum lodge occupancy.
- 2. Each venue provides full capacity kitchen and bar arrangements.
- 3. Each venue provides operational wood-burning fireplaces, with client providing wood supply.

Supplemental Event Equipment Rental

The addition of any and all supplemental equipment rentals must be contracted with Premier Park Events, the Park Board's exclusive equipment rental provider. No personal or third party equipment is permitted to be used at any of the premier park facilities.

- 1. Event equipment rentals include, but are not limited to: Tenting, Awnings, Canopies, Additional Tables, Additional Chairs and Linens. Please contact your PPE associate for pricing.
- 2. All equipment rentals are an additional charge and will be invoiced separately by Premier Park Events.
- 3. A Damage Waiver of Twelve Percent (12%) may be charged to your Equipment Rental Invoice. This waiver is enacted to protect you from paying for any replacement cost of damaged items. This waiver does not include loss of item(s). Should an item(s) be lost or stolen from inventory, the replacement cost is the responsibility of the applicant(s) and will be sent as a separate invoice postevent. The applicant(s) is responsible for all lost items and will be charged a replacement cost, regardless of the party responsible for the loss. For your protection, it is highly recommended and encouraged for you to consult with caterers and others who will be handling equipment rental items on your behalf.
- 4. Labor Charges of \$200 or more may be charged if delivery, set-up, pick-up and labor occurs during non-business hours: Prior to 8AM and after 5PM (Monday—Friday), Saturdays or Sundays and holiday weekends.
- 5. Final equipment rental orders must be submitted, approved, finalized and Paid-in-Full, Seven (7) days prior to event.

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PREMIER PARK EVENTS <u>RENTAL POLICIES AND PROCEDURES</u> <u>FOR CINCINNATI'S PREMIER PARK FACILITIES</u>

Supplemental Event Equipment Rental Cancellation and Payment Terms

- 1. All equipment rental invoices are due in full Seven (7) days prior to the event.
- 2. Cancellation of the applicant's equipment rental agreement within Fifteen (15) days of scheduled event: Applicant will be charged Fifty Percent (50%) of the total equipment rental contract.
- 3. Cancellation of the applicant's equipment rental agreement within Seven (7) days of scheduled event: Applicant will be charged One-Hundred Percent (100%) of the total equipment rental contract.

Event Regulations

- 1. With exception to your designated premier park facility rental and its surrounds, as designated by Premier Park Events as Private Event Reserved Area, all parks will remain open to the general public.
- 2. All facility rental contracts secured for Minor Groups (Age 18 and under) must have a minimum of Two (2) chaperoning adults, aged Twenty-One (21) years old or older, for the duration of the event. These adults should be responsible, made aware and understand all policies, procedures and regulations as set forth in your contract.
- 3. The Contract Holder is responsible for conveying all information, policies, and procedures to all parties involved in the event. This includes all vendors.
- 4. The Contract Holder shall conform to all applicable directives of the Cincinnati Police and Fire Departments and to the directives of the Cincinnati Park Board of Commissioners and Premier Park Events as set forth in the contract and as given verbally or in writing subsequent to the issuance of the facility rental contract and the special use of the parks.
- 5. <u>Facility Access</u>: Contract Holder, and associated event vendors, are permitted entrance into the facility Two (2) hours prior to the commencement of rental period for set-up, decorating, and the acceptance of event deliveries. The opening of the facility is facilitated only once during the Two (2) hour pre-event session, with an adult aged Twenty-One (21) years or older on-site at all times from opening to the close of event.
- 6. <u>Tables & Chairs Set-Up and Tear-Down</u>: <u>Contract Holder is responsible for the</u> <u>set-up and tear-down of all tables and chairs utilized during the event. Contract</u> <u>Holder is responsible for returning all tables and chairs to their original carts and</u> <u>placement within the facility. Failure to do so will result in forfeiture of Contract</u> <u>Holder's damage deposit.</u> All tables and chairs shall be cleaned prior to stacking. Contract Holder should take special precaution not to drag tables and chairs as it can damage the floors during this process.
- 7. **Lodge and Surrounding Area Cleanup**: Contract Holder is responsible for returning the lodge and surrounding areas to a clean, safe and orderly condition as presented to client upon access. The Contract Holder agrees to clean all areas immediately following the event to include the collection and removal of all garbage (to be bagged, sealed and disposed of into trash dumpsters on property), the removal of all food, beverages and ice. All kitchen and bar areas should be removed of all debris and wiped down, in addition to walk-in refrigeration, beer taps and coolers/freezers. Failure to comply will result in the forfeiture of Contract Holder's Damage Deposit and other fees may apply.

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PREMIER PARK EVENTS RENTAL POLICIES AND PROCEDURES FOR CINCINNATI'S PREMIER PARK FACILITIES Event Regulations--Continued

- 8. **<u>Removal of Items</u>**: All items brought to the facility by the Contract Holder, associated vendors or guests, must be removed in their entirety from the property at the completion of the rental period. Premier Park Events is not responsible for any items left, lost or stolen at the facility or its surrounding premises. Should the Contract Holder or associated vendors need access to the facility post-event due to negligence, a Fifty Dollar (\$50.00) fee will be assessed for access retrieval.
- 9. **Decorations & Signage**: Under the City of Cincinnati and Board of Park Commissioners Rules and Regulations, No. 28, no person shall take, carry away, remove, dig, disturb, destroy, mar or damage any soil or mineral substance or any form of vegetation, whether living or dead, on park property. The attachment of any objects, banners or materials to trees, light poles or structures id prohibited, in addition to the distribution of logo stickers and any adhesive materials. Nailing, stapling, gluing, Velcro or taping is prohibited in ALL AREAS.
- 10. The Contract Holder is liable for all damages to plants, trees, park grounds and property resulting from the Contract Holder's use of the park. NO PARKING IS PERMITTED IN THE GRASS, LAWN OR GARDEN AREAS. PARKING IS LIMITED TO PAVED SERVICES ONLY.

Weather Policy

Outdoor events are held **Rain or Shine**. In the event of rain or inclement weather, PPE, Catering Contractor and the Contract Holder must plan accordingly. PPE **Must Comply** with **City of Cincinnati Code for Occupancy and Fire Regulations.** Facilities may not be overcrowded. Precautions of temporary shelters, the curtailment of certain activities, or other rain/inclement weather alternatives should be considered and must be approved by PPE prior to the commencement of said scheduled event.

Facility Not Available As Scheduled

PPE and the Cincinnati Park Board Shall Not Be Liable For failure to provide the Premier Park facility on the scheduled date(s) and time(s) if due to flood, fire, earthquake, strikes or work stoppages, any interruption of utility services, construction, suspension or interference with performances caused by acts of God, riots or similar occurrences, declaration of war or of national, state or local emergency, pandemics, epidemics, outbreaks (including Covid-19), or any other unforeseeable causes beyond the reasonable control of PPE and the Cincinnati Park Board Commissioners. If such failure occurs, and reasonable attempts to securing rescheduling fail, the client contract shall terminate and refund shall be granted in full less the **Non-Refundable Three-Hundred Seventy-Five Dollar (\$375) Reservation Rental Deposit**.

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PREMIER PARK EVENTS <u>RENTAL POLICIES AND PROCEDURES</u> FOR CINCINNATI'S PREMIER PARK FACILITIES

Contract Holder Responsibility and Liability

- 1. The Contract Holder (Individual, Corporate Entity, Organization, etc.) and/or its co-sponsoring applicants, officers and members, are held fully responsible and liable for complete observance and adherence of Cincinnati Park Board rules. Should the applicant(s) fail to adhere to any and all rules and regulations or should any damage, loss (partial or full) occur, the applicant assumes full responsibility for said damage or loss at its exclusive expense. Charges for such occurrences will be charged separately to the Contract Holder(s).
- 2. The Contract Holder(s) and/or its co-sponsoring applicants, officers and members, are held fully responsible and liable for all damages or modifications to or the transformation of: Plants, Trees, Park Grounds (Fields, Lawns, Gardens, Structures and Fixtures) and all park property resulting from the Contract Holder's use of the park. All property of the park is accepted by the applicant at the time of rental as presented and should remain in this state throughout the duration of your rental. Should any damage, modifications or transformations occur that alters this state, a charge will be applied to the Contract Holder(s) to restore presented state prior to rental activity.

Waiver and Release

The Contract Holder hereby fully releases and discharges the City of Cincinnati, the Cincinnati Board of Park Commissioners and Premier Park Events, their agents, employees, and volunteers from any and all claims for injuries, damage, or loss which have or which may accrue as a result of this private facility rental and event.

The Contract Holder further agrees to indemnify, defend and hold harmless the City of Cincinnati and the Cincinnati Board of Park Commissioners, Premier Park Events, their agents, employees and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial and otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contract Holder, its agents, employees, licensees, invitees, vendors, that result in injury to person or damage to property and losses sustained or arising out of, connected with, or in any way associated with the activities of this facility rental and event.

The Contract Holder voluntarily assumes the risk of any and all damage to or loss of any personal property belonging to, or brought on the premises of the event by the Contract Holder, its agents, employees, licensees, invitees, or vendors.

The Contract Holder has read fully, understands, and agrees to the terms and conditions of this contractual agreement.

CONTRACT HOLDER (PRINT)	VENUE	EVENT DATE
CONTRACT HOLDER SIGNATURE		DATE
PREMIER PARK EVENTS AGENT (PRINT)		
PREMIER PARK EVENTS AGENT SIGNATUR	E	DATE
The contract is contingent upon the following c	onditions:	