

## EVERGREEN MEMORIAL PARK AND RECREATION ASSOCIATION RENTAL AGREEMENT

**INITIAL** IT IS THE RENTER'S RESPONSIBILITY TO INFORM ALL CATERERS, MUSICIANS, FLORISTS AND OTHER CONTRACTORS AND GUESTS OF THE SPECIFIC TIMES AND NATURE OF THIS RENTAL AGREEMENT, AND OF ALL LOADING/UNLOADING AND PARKING AREAS. RENTER IS RESPONSIBLE FOR SEEING THAT ALL EVENT PARTICIPANTS OBSERVE ALL ASPECTS OF THIS AGREEMENT AND ALL FACILITY RULES.

- Renter agrees that the hours stipulated will be strictly adhered to. Renters, Contractor and their equipment must be completely out of the facility by the end of "Clean & Empty Time." A minimum of ½ hour will be charged for late departures. To be in compliance with the Jefferson County Noise Ordinance we recommend that events end by 10:00 p.m. If event proceeds past 10:00 p.m., all outside doors must be closed at that time.
- Rental includes use of room(s) indicated, tables, chairs. For any event the Renter/Caterer must bring all supplies needed which include coffee makers, linens, utensils, dishes, etc. (see fee schedule regarding rental charges for these items).
- The EMPRA staff will provide minimal initial set-up before the Renter's preparation time. Any furniture required after the original set-up is the Renter's responsibility. All furniture placed outside on grass must be brought inside.
- Tables and chairs must be arranged and remain arranged per the EMPRA approved attached drawings **only**. This assures that setup is according to Fire Department codes.
- Contractors may wish to meet with facility staff and Renter(s) to go over facility rules. This will cover set-up, clean up, and loading/unloading of supplies/equipment. This is optional. Please make an appointment if you wish to do this.
- An EMPRA event staff will be present during the event.
- **No** harassing of wildlife or penned animals. **No** subleasing or multiple bookings of the facility by anyone.
- Renter must supply facility staff with names and phone numbers of all subcontractors at least two (2) weeks prior to event. This includes but is not limited to caterers, bartenders, musicians, florists, bakers, rental companies, liquor stores, etc . . .
- **Vehicles driving on the grass or over graves will be charged a minimum of \$100.00 per violation. Please stress this to all subcontractors.**
- Renter understands that the premises are open to the public at all times and occupancy of buildings is not exclusive. Parking may be limited. Parking in fire lanes, handicap parking or other posted "no parking" areas may result in vehicles being towed at owner's expense.
- **No activity at The Barn can interfere with the fire alarm sensors/lasers or Renter will be charged for the false Fire Department response fees and/or fines incurred, ie fog machines, balloons, hanging streamers, etc.**

**INITIAL** CLEAN UP & TRASH:

- Renter is required to leave the premises in the **exact** condition in which it was found. This includes floors dust mopped, cake icing removed from floors and walls, chairs swept free of debris, kitchen area floors swept and mopped, and trash cans emptied.
- **It is the renter's responsibility to see that all trash is removed from premises.** Any trash left behind must be bagged properly in bags provided and a five dollar per bag (\$5.00/bag) charge will be assessed. A minimum of seventy-five dollars (\$75.00) will be charged for any unbagged trash left behind inside the facility or on the grounds. Likewise, an additional fee will be charged for any excessive cleaning needed because of the event.
- Renter is the responsible party for any damage to the facility or grounds arising from the event or missing contents, whether or not in excess of the damage deposit.
- Neither EMP, EMPRA, its employees or Ronald & Carol Lewis are responsible for lost or damaged items. This includes any items left after the event.

**INITIAL** **No early drop off or arrivals**, and nothing to be left for a later pick-up. Three hundred dollars (\$300.00) will be charged against the Renters damage deposit, for anything left overnight for a morning pick-up, unless prior management approval has been obtained.

**CATERING, FOOD, DECORATIONS, ALCOHOL & MUSIC:**

- Renter understands that there is no alternate power source available at the EMPRA facility and EMPRA is not responsible for any loss of power to the building at any time due to circumstances beyond our control.
- Only existing wall plugs may be used - no rewiring for any reason.
- Barbecue grills and gas-cooking devices may only be used in approved areas outside the facility, and are **not** permitted on decks or grass. We reserve the right to restrict any open flame based on current area fire bans.
- ICE SCULPTURES must be completely contained to prevent damage to tables and floors and must be disposed of in an appropriate manner.

**INITIAL** **FLOOR PLAN:** Basic floor set up is included in the time block pricing. Floor plan modifications require an additional hourly charge. Tables and chairs must be arranged and remain arranged per EMP&RA approved floor plans. Fire Department Exit Codes will be strictly enforced. Floor plan must be finalized no less than 2 weeks prior to event.

**INITIAL** **MUSIC** must shut down no less than **one hour** before "Clean & Empty" time. - **No Exceptions**. Renter understands that event staff will have complete control over the volume of any music or noise-making device. Supervisor has the authority to close all windows and doors at 10:00 p.m. due to the Jefferson County Noise Ordinance.

