

Marland's Grand Home

FACILITY RENTAL POLICIES AND AGREEMENT 2010

SECTION 1. DEFINITIONS

The following words and phrases shall have the meanings given herein:

- **Facility** shall mean Marland's Grand Home.
- **Rental Agreement** shall mean the written permission issued to an applicant by Management of Facility, under the authority and conditions as provided herein, and shall mean and include any amendment or supplement to same.
- **Renter** shall mean any person, association, organization, partnership, business, school, company, or corporation that is granted a Rental Agreement to use the Facility.
- **Management** shall mean Facility Director or his/her duly authorized assistant.
- **Event** shall mean any show, sporting event, meeting, party, dance, or other event held at the Facility.

SECTION 2. RENTAL AGREEMENT

- A Rental Agreement for use of the Facility or any part thereof shall be issued by and signed by Management. Management may require the rental applicant to provide necessary information to determine facilities arrangements and any special services necessary for the proper management of an Event scheduled in Facility. Management may require such information to be in writing prior to the issuance of a Rental Agreement or at such time before the coordination of Event as may be deemed necessary. No person may use Facility without first having obtained a written Rental Agreement from Management. No verbal agreements for use of Facility or any part of Facility thereof shall be binding upon Management or upon the City of Ponca City.
- Renter shall pay all rental fees for use of Facility prior to occupancy of Facility. A signed Rental Agreement and payment of the required fees guarantees the rental space and date.
- If the total of all rental fees is \$250.00, payment in full is due at the time of booking.
- If Facility is booked thirty (30) days or less from date of Event, payment of all fees is due at the time of booking.
- Payment may be made by cash, check or company purchase order.
- Failure to meet any payment deadline may result in cancellation of Rental Agreement.
- Rehearsal Fees are \$50 for two (2) hours. The rehearsal must be scheduled in advance and is subject to availability. A rehearsal scheduled after 5:00 p.m. will require one (1) or more Security Officers.
- Renter further agrees to pay for any and all damages to Facility and for any damage to or loss of any property or equipment of Facility or of any other City property resulting, either directly or indirectly, from such occupancy or use of Facility, by or through the negligence or other acts of Renter, his agents and employees, or any person or persons participating in or attending Event.
- Rental fees include Event and up to four (4) hours of setup time prior to Event. The number of hours available for setup is based upon the type of event being held and must be approved and scheduled by Management.

If Renter cancels their Event they must notify Management in writing. If cancellation notice is received by Management ninety (90) days or more before Event, all fees previously paid by Renter will be refunded in a timely manner. There will be no refund of fees if cancellation notice is received less than ninety (90) days before Event. Reservations may be made up to one year in advance.

- All monies received as rental for Facility shall be paid over and deposited by Management to the City of Ponca City Finance Department.
- Management is authorized to contract for the rental of the Facility on behalf of the City of Ponca City, subject to the provisions herein. The City of Ponca City, represented by Management, may cancel the Rental Agreement of any person or organization if, in the opinion of Management, the person or organization is not acting in the best interest of Facility. In the event of cancellation by Management, all monies previously paid by Renter may be retained by the City of Ponca City.
- Management reserves the right to refuse to schedule any Event that for any reason is not in the best interest of Facility.

SECTION 3. ADDITIONAL INSURED MAY BE REQUIRED

Management may, at his/her discretion, require any person applying for a Rental Agreement to use Facility to name the City of Ponca City as an additional insured on event liability insurance.

SECTION 4. SERVICES FURNISHED BY MARLAND'S GRAND HOME

Rental of Facility interiors shall include normal heat, light, water, air conditioning, tables, chairs, and building and cleaning maintenance but shall not entitle Renter to any personnel service in connection with Event for which the Rental Agreement is granted. However, Management may, at his/her discretion and at no additional cost to Renter, furnish the services of those employees of the City of Ponca City who are regularly employed as a part of Facility staff.

SECTION 5. FACILITY AVAILABILITY AND CAPACITY

- Only the following areas at Marland's Grand Home are available for rent:
- Main Level – includes the Living Room, Dining Room, Sun Room, kitchen and butler pantry, and Main Level restrooms
- The grand piano in the Living Room is available for use but may only be played by a professional pianist or used for a piano recital.
- Tables in the Dining Room and Sun Room may be used. The Dining Room table is 7'10" long and 3'8" wide. The main section of the Sun Room table is 5'2" long and 2'7" wide; two end sections can extend the table length to 8'8".
- **Black folding chairs (50) and folding card tables (15) are available for indoor use only** at no additional cost. Card tables are 2'7" square.
- A silver punch bowl, plates, cups, and flatware (forks and spoons only) are available for indoor use only at no additional cost. They must be washed and dried at the conclusion of Event; kitchen towels and dishwashing soap are provided.
- Grounds and East Porch
- This area may only be rented in conjunction with rental of the Main Level.
- The rental fee is for outdoor space only and does not include any setup or equipment.
- Renter is responsible for obtaining and paying for any equipment or services for outdoor use, including tables, chairs, trash receptacles, portable toilets, etc.
- **Events must be concluded and all guests out of Facility by 10:00 p.m. Bands, disc jockeys, and bars must close at 9:30 p.m.**

SECTION 6. PORTRAIT/PHOTOGRAPHY SESSION

Areas rented for a portrait/photography session are to be scheduled between 10:00 a.m. and 5:00 p.m., Tuesday through Thursday. Museum areas are off limits Sessions are limited to two (2) hours and subject to availability. Payment in full must be made prior to portrait/photography session.

SECTION 7. FOOD SERVICE

- Renter selects and pays for caterers subject to approval by Management.
- All food brought into Facility must be ready to serve. Work areas are available for final preparation, but **no cooking is allowed in Facility**.
- Only Sterno may be used with warming trays. No propane warmers are allowed in Facility.
- **Renter is responsible for removing all trash from food and alcoholic beverages and any decorations or equipment from Facility at the conclusion of Event.**

SECTION 8. ALCOHOLIC BEVERAGE SERVICE

- Renter, their guests, agents and employees are responsible for complying with State of Oklahoma and Kay County liquor laws.
- Oklahoma law requires Renter to hire a licensed liquor caterer or to obtain a Special Event License if any of the following conditions apply:

- Event is open to the public and alcoholic beverages are sold or provided.
- There is a charge for the alcoholic beverages served or provided at Event (a cash bar), whether a public or private function.
- A cover charge or donation is required to attend Event and alcoholic beverages are provided, whether a public or private function.
Renter may contact the Kay County Court Clerk at (580) 362-3350 or the Alcoholic Beverage Laws Enforcement Commission at (405) 521-3484 for information on obtaining a Special Event License.
- If Event is a private function and there is no charge for alcoholic beverages, no licensed liquor caterer or Special Event License is required.
- Kegs must be kept behind the bar.
- **No glass beer containers are allowed.**
- At least one (1) Security Officer will be required for any Event at which alcoholic beverages are served.

SECTION 9. SECURITY OFFICERS

- Security Officers are required for Event if any of the following conditions apply:
- Event will be held after 5:00 p.m. At least one (1) Security Officer will be required.
- Alcoholic beverages will be served. At least one (1) Security Officer will be required.
- There will be more than one hundred twenty-five (125) guests. At least two (2) Security Officers will be required.
- Security Officers will be scheduled for duty as follows:
- Management has the right to determine the number of Security Officers needed for an Event
- Management will schedule the Security Officer(s) who must be a member(s) of the Ponca City Police Department.
- A minimum of two (2) hours is required for each Security Officer scheduled.
- A Security Officer will arrive at 5:00 p.m., and a Security Officer will remain on duty until the premises are vacated.
- If more than one (1) Security Officer is required, the additional Security Officer(s) will arrive at the start of Event and leave at the end of Event.
- A Security Officer may call for extra Security Officer(s) during Event if he/she deems it necessary.
- **Security Officer(s) are to be paid directly by Renter.** A receipt for the hours worked will be provided to Renter by each Security Officer at the close of Event. Renter is responsible for paying the Security Officer(s) at that time.

SECTION 10. PERMITS AND LICENSES

It is Renter's responsibility to obtain any and all licenses and/or permits which may be required by law for the lawful conduct of any activities which Renter intends to conduct at Facility.

SECTION 11. GENERAL TERMS AND CONDITIONS

- **Renter and their guests, agents, and employees shall at all times conform to all rules and regulations** for the use and occupancy of and operations in Facility, as adopted, issued, or ordained, from time to time, by the City of Ponca City. Any violation of such rules and regulations by any of the persons mentioned in this section shall, at the discretion of **Management or his/her designee, subject such person or persons to immediate expulsion from Facility and the forfeiture of all rental fees paid under the Rental Agreement for the full term thereof.**
- **Smoking is not allowed anywhere in Facility.**
- Animals are not allowed anywhere in Facility.
- **Fires are not allowed in any fireplace in Facility. Open flames are not allowed anywhere on premises.**
- **Fog machines are not allowed in Facility or on premises.**
- **All candles must be self-contained or dripless.**
- **Balloons are not allowed.**

- **Tables and chairs owned by Marland’s Grand Home may not be used outdoors.**
- Management reserves the right to approve layout of Event, including electrical requirements.
- Management must approve the use and location of any decorations, exhibits, equipment, or supplies to be used for Event. **No tape, staples or etc. may be used to affix decorations to exhibits, or signs to any walls, doors or other parts of Facility.**
- **Only Marland’s Grand Home staff members are allowed to move, rearrange, or remove any equipment, furnishings, or other articles that are the inventoried property of the City of Ponca City.** Renter must obtain written permission from the Executive Director before any such actions may be undertaken.
- The City of Ponca City reserves the right to maintain and control parking on City-owned property on and about Facility, either by direct operation under the supervision of Management or through a contract for private operation thereof.
- Special services, as negotiated with the Executive Director, may be provided as needed.
- **Facility will remain open for visitors during normal business hours: 10:00 a.m. – 5:00 p.m. Tuesday through Saturday.**
- Management and other authorized representatives of the City of Ponca City shall have the right to enter any part of Facility at any time during occupancy.
- **Any equipment or property of Renter remaining at Facility for more than ten (10) days after the conclusion of Event may be deemed abandoned and may be disposed of by Management as is deemed advisable and as authorized by law.**

IT IS IMPORTANT THAT ALL PERSONS INVOLVED IN THE PREPARATION AND EXECUTION OF EVENT BE MADE AWARE OF THESE POLICIES, TERMS AND CONDITIONS. ANY DEVIATION FROM THESE POLICIES, TERMS, AND CONDITIONS WILL RESULT IN FORFEITURE OF RENTAL FEES. I HAVE READ AND ACCEPT THESE POLICIES.

Renter Date

Marland’s Grand Home Representative Date