

FACILITY RENTAL POLICIES AND AGREEMENT

Marland's Grand Home

SECTION 1. DEFINITIONS

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

- A. **Facility** shall mean Marland's Grand Home.
- B. **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.
- C. **Renter** shall mean any person, association, organization, partnership, business, school, company, or corporation that is granted a Rental Agreement to use Facility.
- D. **Management** shall mean Facility Director or his/her duly authorized assistant.
- E. **Event** shall mean any show, sporting event, meeting, party, dance, or other event held at Facility.

SECTION 2. RENTAL AGREEMENT

- A. A Rental Agreement for use of Facility or any part of Facility thereof shall be issued by and signed by Management. Management may require the rental applicant to provide any information necessary to determine facilities, arrangements and any special services necessary for the proper management of any Event scheduled in Facility. Management may require such information to be set forth 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.
- B. 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.
 - 1. If the total of all rental fees is \$250.00 or less, payment in full is due at the time of booking.
 - 2. If total rental fees are greater than \$250.00, an initial payment of \$250.00 is due at the time of booking. The remaining balance is due thirty (30) days prior to Event.
 - 3. If Facility is booked thirty (30) days or less from date of Event, payment of all fees is due at the time of booking.
 - 4. Payment may be made in cash or by check or company purchase order.
 - 5. Failure to meet any payment deadline may result in cancellation of Rental Agreement.

- C. 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.
- D. 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. Setup time must be approved and scheduled by Management.
- E. If Renter cancels Event, Renter 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.
- F. Reservations may be made up to one year in advance.
- G. All monies received as rental for Facility shall be paid over and deposited by Management to the City of Ponca City Finance Department.
- H. Management is authorized to contract for the rental of 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.
- I. 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

- A. Only the following areas at Marland's Grand Home are available for rent:
 - 1. Main Level – includes the Living Room, Dining Room, Sun Room, kitchen and butler pantry, and Main Level restrooms
 - a. 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.

