

- B. The alcohol service privilege that this agreement authorizes may be contracted with a Village Approved Beverage Contractor for the service. Lessee may use another caterer/contractor for food and beverage services.
- C. All dispensing of alcohol must cease at least 1 hour prior to the end of the rental time.
- D. No one under 21 may be served or consume alcohol. The permit holder shall be responsible for ensuring that alcoholic beverages are not served to minors. The Granville Police Department may conduct periodic checks of reserved facilities to ensure compliance with state statutes governing the consumption of alcohol.
- E. Lessee must comply with all Bryn Du Facility Rules and Regulations, Village ordinances and State statutes including Ohio Liquor Control policies and guidelines.
- F. Lessee agrees to limit the number of guests to the determined occupancy of the location.
- G. Lessee agrees to accept responsibility for keeping all alcoholic beverages contained to the areas designated for alcohol consumption. At all sites listed on this agreement, alcoholic beverages are limited to the confines of those respective buildings and grounds. Glass containers are prohibited on Bryn Du playing fields.
- H. The Village reserves the right to escort any visitor off Bryn Du premises who appears to be intoxicated or is disruptive to the safety or enjoyment of event participants, Village, or Bryn Du staff. There will be no loud noise or inappropriate conduct that will infringe on the reasonable privacy of other individuals. In such event, the Lessee agrees to defend and hold the Bryn Du Commission and the Village of Granville harmless from and against damages claimed by said visitor.
- I. Lessee further understands that Lessee must provide adult supervision to prevent consumption of alcoholic beverages by minors. Lessee will not charge or solicit donations for admission to the event and/or for alcoholic beverages, with the exception that a fee or donation for admission and/or alcoholic beverages may be charged for the benefit of a charity upon receipt of prior written approval from the Bryn Du facility management via a state liquor license application.
- J. The Village and Bryn Du Commission reserve the right to require the use of security and/or police officers to be arranged and paid for by the Lessee.

II. INDEMNIFICATION / DAMAGES

READ THESE PROVISIONS CAREFULLY. THEY ARE LEGALLY BINDING.

- A. Lessee shall be responsible for any damage to Village and Bryn Du premises and property caused by Lessee, guests and/or contractor agents or employees. Damage done to the facility and/or grounds shall be charged at current cost for repair or replacement, plus labor costs for repair or replacement. This paragraph does not constitute Bryn Du Commission or Village's sole remedy. The reserved facility shall be left in a state of cleanliness and good repair.
- B. Lessee assumes all liability for any injury to persons or damage to or loss of property, which injury, damage, or loss is directly or indirectly related to the rental/event including, without limitation, liability arising directly or indirectly from the dispersion of alcoholic beverages at the rental/event. Lessee shall indemnify, protect and hold harmless the Bryn Du Commission, Bryn Du staff, the Village and all of its administration, officers, agents, employees, volunteers and commission members thereof, against claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney fees and other costs of defense) of any

nature, kind or description brought for or arising from, or on account of any injuries or damages received by any person or property, resulting from any negligent acts, errors, omissions by any person directly or indirectly related to the rental/event unless such liability is attributed solely to intentional acts of the Village or Bryn Du Commission and staff. Lessee agrees that this indemnification represents a material consideration to Bryn Du and the Village without which Bryn Du or the Village would not enter into this Agreement.

- C. **Applicant is to provide general liability insurance coverage in the amount of \$1 million dollars. The Village of Granville and Bryn Du Commission shall be the named additional insured on the insurance policy and applicant shall provide a written endorsement of additional insured status from the insurance company. This certificate of insurance must be delivered at least two weeks prior to event.**
- D. Lessee acknowledges they have read and understand this Indemnification/Damages clause. _____ (Lessee Initial)

III. MISCELLANEOUS

- A. Extent of Agreement. This Agreement and the associated Rental Agreement represents the entire and integrated agreement between Bryn Du Commission, the Village, and Lessee and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written amendment prepared by Bryn Du management and signed by both parties.
- B. Governing Law. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction.
- C. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such manner and to the full extent permitted by law.
- D. The Village and Bryn Du Commission retain the right to revoke, modify, or cancel the Alcohol Permit Policy at any time and as it deems appropriate.
- E. Lessee affirms that Lessee has read and understands the terms and conditions of the Bryn Du Alcohol Permit Policy. This permit will be kept on file in the Bryn Du office during the duration of the scheduled event and is subject to inspection by any employee of the Village of Granville.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Lessee: _____ Bryn Du Commission & Village of Granville

By: _____ (signature) By: _____ (signature)

Name: _____ (printed) Name: B. Cramer (printed)

Date: _____ Date: _____

Village Manager Approval _____