

## CITY OF GRANDVIEW HEIGHTS PARKS & RECREATION DEPARTMENT

## W. W. Williams Shelter at Wyman Woods Alcohol Service Agreement

In addition to the regular shelter rental fee, there is a \$250.00 fee for providing/consuming alcohol at the W.W. Williams Shelter ("the Shelter"). The permittee to whom this liquor authorization will be issued must be a responsible adult, age 21 or older, with proof of identification. The permittee must pay the \$250.00 service fee and sign this Alcohol Service Agreement in person, in addition to signing the Shelter Rental license agreement and paying the applicable rental fee. Permittee must present the Grandview Heights Parks & Recreation Department ("City") with a valid driver's license (or other valid state photo I.D. verifying date of birth). The non-refundable permit fee must be paid at the time of the reservation.

Name:				
Phone: home:	work:	c	ell:	
Type of Identification Shown: _				
	(Ohio Driver License, State ID		(ID Number)	
Date of Rental:	Tin	ne: <i>from:</i>	to:	
Caterer:	Fee Paid:			
THIS AGREEMENT M	IADE by and between The C	ity of Grandvi	ew Heights (herein City) and	d
		(the "Peri	nittee"), with his/her reside	nce
at:		,	upon the following terms a	and

conditions:

WHEREAS, the Permittee wishes to provide alcohol service in the shelter City Shelter during the rental period set forth on the Rental Agreement and pursuant to the terms of said agreement; and

WHEREAS, the City does not permit the use of alcohol service within the Shelter, except to authorized permittees.

NOW, THEREFORE, IT IS AGREED:

General Conditions.

- A. Once this agreement is signed by both parities, the general rule prohibiting alcohol in the general Shelter rental agreement is waived to the extent stated in this Agreement. All other rules/regulations in the general rental agreement remain in effect.
- B. No one under 21 may be served or consume alcohol.
- C. No alcohol shall be served or consumed beyond the Shelter. Permittee is solely responsible for keeping all guests consuming alcoholic beverages inside the Shelter.
- D. Permittee must comply with all City ordinances and State statutes, including Ohio Liquor Control policies and guidelines.

- E. City reserves the right to escort any visitor who appears to be intoxicated, or is disruptive to the safety or enjoyment of event participants or City staff, off City premises. In such case, Permittee shall defend and hold the City harmless from and against damages claimed by the said visitor.
- F. Alcohol may not be sold at the Shelter. No cash bars, no money, and no tickets may exchange hands. Gratuity/tipping arrangements should be made with any contracted service providers prior to the event.
- G. City reserves the right to monitor events or investigate complaints of noise or disorderly conduct.

## **INDEMNIFICATION**

As additional considerations for the City's grant of the privilege to serve alcohol, the Permittee for itself and on behalf of its members/players/guests and their heirs, administrators and assigns, which Permittee represents it has authority to bind, hereby releases and agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, employees, volunteers, and agents, for any and all liability, claims, actions, demands and judgments for loss of life, or damage or injury to persons or property; including but not limited to attorneys' fees and all other expenses, arising from or in connection with the use of alcohol at the Shelter under this Alcohol Service Agreement.

## MISCELLANEOUS

The validity of this Alcohol Service Agreement between the City and Permittee shall be governed by the laws of the State of Ohio. This Agreement constitutes the entire understanding between the parties and supersedes all prior oral and written agreements and communications between the parties. Neither this Agreement nor the right use the Shelter may be assigned or transferred in whole or in part by Permittee.

IN WITNESS WHEREOF, the parties have executed this Agreement.

PERMITTEE:	CITY:
By:	By:
Name:	Name:
Date:	Date:
APPROVED AS TO FORM The template for this contract has been Approved to form by the City Attorney pursuant to the City Attorney Memorandum dated:	