



**Amelita Mirolo Barn
Alcohol Service Agreement**

(This agreement is not applicable for the sale of alcohol by non-profit organizations pursuant to C.O. 131.05B)

There is a **\$150 service fee** for having alcohol service at the Amelita Mirolo Barn, in conjunction with the Alcohol Service Agreement. This *service fee* is in addition to the regular rental rate for the facility. The permit holder must be a responsible adult, age 21 or older, with proof of identification. The permit holder must pay the *service fee* and sign the Alcohol Service Agreement in person. The Upper Arlington Parks & Recreation Department (CITY) will accept a valid driver’s license or other valid State (USA) picture identification containing the date of birth as a substitute for a driver’s license. There is an additional **\$100 expediting fee** for any Alcohol Service Agreement that is paid for and signed less than fifteen (15) calendar days prior to the event. This *expediting fee* is in addition to the *service fee* and the regular rental rates for the facility. The Alcohol Service Agreement must be paid for and signed at least fifteen (15) calendar days in advance of the event in order to avoid paying an *expediting fee*. **All alcohol must be served by a CITY Approved Beverage Contractor unless otherwise authorized by the City Manager or designee.**

Name: _____

Phone: home: _____ work: _____ cell: _____

Type of Identification Shown: _____
(Ohio Drivers License, State ID, etc.) (ID number)

Date of Rental: _____ Time: from: _____ to: _____

Caterer: _____ Fee Paid: _____

AGREEMENT

THIS AGREEMENT MADE by and between The City of Upper Arlington (hereinafter City) and _____ (the “Permittee”),

with his/her residence at: _____

Upon the following terms and conditions:

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

WHEREAS, Upper Arlington C.O. 131.05 allows the use of alcohol service related to the Amelita Mirolo Barn

NOW, THEREFORE, IT IS AGREED:

I. General Conditions.

- A. Once this agreement is signed by both parties, the general rule prohibiting alcohol in the general rental agreement is waived and replaced with the conditions stated in this agreement. All other rules/regulations in the general rental agreement remain in place.
- B. *The alcohol service privilege that this agreement authorizes must be contracted with a City Approved Beverage Contractor for the service of professional bartending/beverage concierge. The Permittee may use another caterer/contractor for food and other related services. All alcohol must be served by a City Approved Beverage Contractor unless otherwise authorized by the City Manager or designee.***
- C. The service and consumption shall be limited to the hours between 5:00 pm and 10:00 pm Friday, Saturday, Sunday, and all Federal holidays.
- D. No one under 21 may be served or consume alcohol.
- E. Permittee must comply with all City ordinances and State statutes, including Ohio Liquor Control policies and guidelines.
- F. The Permittee agrees to limit the number of guests to the determined occupancy of the facility.
- G. The Permittee agrees to accept responsibility for keeping all guests with alcoholic beverages contained inside the Amelita Mirolo Barn for alcohol consumption. Alcohol consumption or service is not permitted on any of the patios or adjacent amphitheater area.
- H. CITY reserves the right to escort any visitor off CITY premises who appears to be intoxicated or is disruptive to the safety or enjoyment of event participants or CITY staff. In such event, the Permittee agrees to defend and hold the City of Upper Arlington harmless from and against damages claimed by said visitor.
- I. Alcohol may not be sold (no cash bars), and no money or tickets may exchange hands on the premises. Gratuity arrangements should be made with the contractor prior to the event. Tip jars are prohibited.
- J. The City of Upper Arlington reserves the right to require the hiring of a special duty police officer to be arranged and paid for by the Permittee.
- K. Alcohol is not permitted on the premises unless a bartender/concierge, employed by the Approved Beverage Contractor, is on site for the dispensing of alcohol. All alcohol shall be brought on the premises by the Approved Beverage Contractor.

II. INDEMNIFICATION

As additional consideration 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 of Upper Arlington and its officials, employees, volunteers and agents (collectively referred to as the "City" for purposes of this paragraph) for any and all liability, claims, actions, demands and judgments for loss of life, or damage or injury to person 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 Amelita Mirolo Barn under this Alcohol Service Agreement.

III. MISCELLANEOUS

The validity of this alcohol service agreement between the City of Upper Arlington and the 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. Where appropriate, use of neuter pronouns shall include male and female gender and vice versa. Neither this agreement nor the right to use the facility may be assigned or transferred in whole or in part by the Permittee.

IN WITNESS WHEREOF, the parties have executed this Agreement.

PERMITTEE:

CITY Agent:

By: _____
(signature)

By: _____
(signature)

Name: _____
(printed)

Name: Tim Moloney, Director Parks & Recreation

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 July 8, 2011.