



## Amelita Mirolo Barn License Agreement

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Upper Arlington (the "City") and \_\_\_\_\_ (the "Licensee") in consideration of the promises and payments described below.

**Terms and Conditions:**

1. **GRANT OF LICENSEE:** The City hereby grants the Licensee the use of the Amelita Mirolo Barn (the "facility") on the time(s) and date(s) for recreation and/or social activities, subject to all terms and conditions of this license agreement. This agreement covers the use of the designated area(s) only as described in the following agreement. The City reserves the right to deny use of the facility to individuals or organizations that a) conduct or advocate illegal activity, b) violate the terms of this agreement, or c) violate any federal, state or local laws while using the facility. The City reserves the right to remove from the facility any such individuals or organizations or to require the Licensee to remove such persons or organizations.
2. **EVENT RATES:** The rates to be paid by the Licensee are as set forth in this agreement. In addition, the Licensee is to pay the deposit described below and is to comply with all terms and conditions of this agreement. The event rate is due not less than ninety (90) days before the event in the acceptable form of payment of cash, check or MasterCard or Visa. Failure of the Licensee to make this payment will terminate this agreement. Licensee must be a legal entity (18 years) or older to sign the License Agreement. At least one adult for each 15 youths must be present during said usage. The City of Upper Arlington shall retain a copy of a valid photo I.D. with this agreement until termination of this agreement occurs; then the I.D. copy will be destroyed.
3. **FACILITY HOURS:** The facility is available from 5:00 am to 11:00 pm. Refer to #4 and #5 of this agreement for more detailed time information.
4. **DEPOSIT:** At the time of reservation and of signing this agreement, the Licensee is to pay a \$50.00 non-refundable deposit for Monday through Thursday events and events ending before 5:00 pm Friday; and a \$200.00 non-refundable deposit for events ending after 5:00 pm Friday through Sunday and for all Holiday events. All payments should be made to the City by cash, check, MasterCard or Visa. This deposit shall secure the promise of the Licensee to leave the facility in the same condition as required for performance of the terms and conditions of this agreement. Refer to #7, c. The remainder of the balance of this agreement shall be due 90 days before the event date.
5. **ALCOHOL:** A special permit is needed from the City of Upper Arlington and a \$150 service fee must be paid by the renter in order to have alcohol in the facility. An Amelita Mirolo Barn Permitted Caterer can only serve and carry in alcohol at events. Please contact the Upper Arlington Parks & Recreation Department for information on obtaining a permit for alcohol.
6. **RATES:** There are three (3) classifications of rates, Resident, Non-Resident, Non-Profit Rates:
 

A. Resident Rates:	\$ 75.00/hr (min. 2 hours)	Mon – Thurs & Fri up to 5:00 pm
	\$125.00/hr (min. 4 hours)	5:00 pm Fri – Sun & Holidays
B. Non-Resident Rates:	\$115.00/hr (min. 2 hours)	Mon – Thurs & Fri up to 5:00 pm
	\$185.00/hr (min. 4 hours)	5:00 pm Fri – Sun & Holidays
C. Non-Profit Rates:	UA based non-profit community serving organizations, as determined and approved by the Parks & Recreation Director may be eligible for a 25% discount. A current copy of the 501(c)3 Charitable/Non-Profit status must be provided at time agreement is signed.	

The rates stated above include your specified event time with one staff representative on-site to answer any questions and to ensure the safety of both the facility and your guests. The City staff person is responsible for opening and closing the facility, for table and chair set-up and tear-down.

The Amelita Mirolo Barn will be unlocked for your specified event time. Please make sure your event time allows

sufficient time for caterers, decorating, set-up and clean-up. Your event end time is the time everyone must vacate the Amelita Mirolo Barn.

7. **CATERING FEES:** The City of Upper Arlington will receive a 12% **service charge from catering services on the Amelita Mirolo Barn Permitted Caterers List** and a 20% **service charge from catering services not on the Amelita Mirolo Barn Permitted Caterers List** of the total food and non-alcoholic beverage billing on all full-service catering fees. If the caterer is discounting or waiving their charges the catering fee is still to be paid based on what actual charges would have been. Please contact the City of Upper Arlington for a list of approved caterers.
8. **COVENANTS OF THE CITY:** To permit the Licensee the right to use the facility for the purposes and for the term herein specified, subject to the provisions of this agreement.
9. **COVENANTS OF LICENSEE:**
  - A. That the City shall not be held liable for loss, exchange or theft and/or damage to personal property, accidents or injuries of the Licensee, its agents and guests while using the Amelita Mirolo Barn. Any activities taking part during the time period by this agreement shall be under the sole direct supervision and control of the Licensee or its designated representative.
  - B. To pay to the City on demand any sum which may be due to the City for additional service, accommodations, or material furnished or loaned by the City.
  - C. To be responsible for all damage to the facility resulting from its use under this agreement; to pay to the City upon demand such sum that is necessary to restore the facility and/or equipment to its former condition if damaged as a result of use under this agreement. Damages will be reviewed and assessed by the Parks & Recreation Director. The Licensee is to leave the facility at the end of the term in the same condition as it was when the license term commenced.
  - D. To comply with all laws of the United States and of the State of Ohio; and to comply with all ordinances, rules, policies, regulations and requirements of the City of Upper Arlington, all of which are available for Licensee's review at the Parks & Recreation Department Office, 3600 Tremont Road, Upper Arlington, Ohio, 43221.
  - E. That the Licensee or its designated representative is required to be present at the Amelita Mirolo Barn. Licensee must sign the License Agreement, and then the Licensee will receive a copy to retain for their reservation date.
10. **BREACH BY LICENSEE/REFUNDS:** Failure of the Licensee to make payment or to perform in accordance with the terms of this agreement shall cancel Licensee's rights to use the facility under this agreement, without necessity of notice from the City to the Licensee. The City may retain the deposit as partial compensation for losses incurred by it due to Licensee's breach. The City may also seek further payment from Licensee to compensate it for any damage or breach by Licensee, or to cover time and materials furnished by the City in repairing any damage which is the responsibility of the Licensee under this agreement. No refunds shall be due from the City, except as provided in #10. Failing to fully comply with this Agreement will be grounds for refusing Licensee the future right to use of the facilities.
11. **CANCELLATION POLICY:**

**IF THE CITY OF UPPER ARLINGTON CANCELS** – If this situation occurs, a full refund is issued. The Upper Arlington Parks & Recreation Department reserves the right to cancel any facility agreement for any reason.

**IF YOU CANCEL** – To cancel this agreement, the Licensee must contact the Upper Arlington Parks & Recreation Department office (614-583-5300).

A refund (less the deposit) is given when the cancellation is made more than 90 days prior to the reservation date. A 50% refund is given when the cancellation is made 30-89 days prior to the reservation date. No refund is given when the cancellation is made less than 30 days prior to the reservation date.

Refunds for emergency or hardship cases are made on a case-by-case basis. All decisions for a refund are at the discretion of the Parks & Recreation Director.
12. **LIMITATION OF LIABILITY FOR CITY'S FAILURE OF PERFORMANCE:** The City shall not be responsible or liable for any damages or costs resulting from the City's failure to provide the Licensee with use of the facility on the scheduled date(s) or time(s). In such an event, the City's only responsibility will be to provide Licensee:
  - A. A refund of the event charge and deposit paid under this agreement; or
  - B. If possible, a rescheduling of time reasonably equivalent to that which was lost, the event charge, deposit and other obligations to be identical to that under this original agreement.
13. **RELEASE AND INDEMNITY AGREEMENT:** As additional consideration for the City's grant of the right to use the facility, the Licensee for itself and on behalf of its members/players/guests and their heirs, administrators and

assigns, which Licensee 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 the Amelita Mirolo Barn under this License Agreement.

**14. RULES GOVERNING FACILITY AND PARK USE:** The following rules apply to the use of the facility and the parks, open spaces, and other facilities of the City. Violations of these rules by Licensee or a guest of the Licensee shall constitute a violation of this Agreement and may also result in criminal charges being filed against the Licensee or guest:

A. No person shall cut, injure, deface, remove or disturb any tree, shrub, building, fence, signage, bench or other structure, apparatus or property; pick, cut or remove any shrub, bush or flower; or mark or write upon any building, pavement, fence, bench or other structure.

B. No person shall make or kindle an open fire.

C. No abusive, profane or indecent language; no lewd or obscene conduct; or any other conduct that may annoy others, shall be allowed.

D. No person shall carry firearms or other weapons, nor throw stones or other missiles. This includes the pond area.

E. No person shall sell, offer or solicit for sale any goods, services or merchandise without a written permit from the Parks & Recreation Director.

F. **BANNED SUBSTANCES - Illegal drugs or other banned substances of any kind are not permitted by City ordinance. The possession, serving, sale, or consumption of alcoholic beverages is not permitted in the facility unless a special permit has been acquired and in full compliance with state liquor laws.** For a complete set of rules and regulations regarding the service of alcoholic beverages, please contact the City of Upper Arlington representative. Smoking is not permitted inside or outside of any City-owned facility. Licensee acknowledges and understands that any violation of this rule shall give the City of Upper Arlington the right to terminate this License agreement without penalty to the City of Upper Arlington, and to permanently bar the Licensee or guest of the Licensee, from the premises. Illegal drugs or other banned substances of any kind are not permitted by City ordinance.

G. Betting and/or gambling in any form or maintaining any gambling equipment is prohibited.

H. No person shall distribute any circulars, cards or written materials within the park.

I. No entertainment or exhibition shall be given without the direction, or by written permission, of the Parks & Recreation Director.

J. Vehicles of any description, other than municipal service or emergency vehicles may not enter upon City-owned recreation, park or open space areas, except as authorized by the Parks & Recreation Director or his designee. This includes any catering or subcontractors for the event.

K. No person or group of persons shall enter, use or remain upon City-owned recreation, park or open space between the hours of 11:00 pm to 5:00 am, except upon express authorization of the Parks & Recreation Director.

**15. FACILITY USAGE UNDERSTANDING BY THE LICENSEE: Licensee understands and agrees to comply with the following additional limitations on use of the facility:**

A. Upon arriving, the Licensee shall meet with the City of Upper Arlington facility representative to make an inspection of the Amelita Mirolo Barn and to note any new irregularities and damages which exist. Upon the conclusion of the event, the Licensee and the City of Upper Arlington facility representative will close out the facility by another walk-through of the entire facility and to assess any irregularities and/or damages that might have occurred during the event. If any assessments are to be made on behalf of the City to the Licensee, a report will be signed by both the City and the Licensee, to be submitted to the Parks & Recreation Director for further review.

B. The Licensee shall be personally responsible for performance under this agreement and all work performed by any subcontractors shall be at the Licensee's expense and the Licensee shall be fully responsible for any acts or omissions of any such subcontractors and compliance with the terms of this agreement and any applicable laws and regulations. If a subcontractor is to be used for any services by the Licensee for the event, the Licensee shall notify the City of Upper Arlington not fewer than 15 days prior to the event, noting the subcontractor's services, and list of employees, staff or agents, and contact information.

C. Tables and chairs must remain indoors or on the patios. Any furniture moved outside, must be moved back inside. Chairs and tables should be wiped clean. All decorations must be removed. **NAILS, TACKS, TAPE AND STAPLES ARE NOT ALLOWED.** You may use wire or other non-marking methods of securing decorations. No confetti, glitter, sand, rice, birdseed or fireworks are allowed. Votive candles and enclosed candles are acceptable for use. **NO OPEN FLAMES ARE ALLOWED (UNITY CANDLE IS ONLY EXCEPTION).**

D. Catering kitchen includes counter space, refrigerator and sink. No other kitchen supplies are provided and there is no cooking inside the facility. The kitchen is for storage of off-site prepared foods and beverages, serving, and clean-up only. Warming dishes are permitted (i.e. crock pots, chafing dishes). **NO FOOD PREPARATION PERMITTED ON SITE.**

E. Caterer's must be from the pre-approved caterers list. Any caterer not on the preferred caterers list must be approved by the Parks & Recreation Director.

- F. The Amelita Mirolo Barn is wireless and AV equipment is available on request for video/PowerPoint displays.
- G. The rate includes only the facility and immediate adjacent grounds.
- H. Pets/animals are not permitted in the facility, except seeing-eye guide dogs or service dogs for the impaired.
- I. Events that are scheduled for the Amelita Mirolo Barn and its immediate adjacent grounds are held rain or shine. In the event of rain, the Licensee must plan accordingly. The Licensee must comply with City code for occupancy and fire regulations.
- J. This License Agreement cannot be modified in any way except by a written document signed by both parties.

16. **COPYRIGHTS AND PROPRIETARY MATERIALS:** Client shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event (including but not limited to BMI, ASCAP, etc.). Client shall indemnify, defend and hold City harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such materials or any claim of infringement or violation of the rights of the owner.

17. **WAIVER OF SUBROGATION:** No party shall have any right or claim against the other party for any property damage (whether caused by negligence or other condition of the facility or any part thereof) by way of subrogation or assignment. Licensee and City hereby waive and relinquish any subrogation right. To the extent Licensee is obligated to insure the facility, Licensee shall request its insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide the City a certificate of insurance verifying this waiver.

18. **MISCELLANEOUS:** The validity of this License agreement between the City of Upper Arlington and the Licensee 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 Licensee.

19. **SCHEDULE OF CHARGES:**

Day & Date of Event	Arrival Time	Departure Time	Deposit Paid \$	Balance Due \$
_____	_____	_____	_____	_____
				Alcohol Permit Fee if Due \$_____

**\*Will you have alcohol at your event? YES NO**  
**Alcohol is permitted with an Amelita Mirolo Barn Permitted Caterer**

**\*Licensees/subcontractors/supplies may not arrive earlier or leave later than the Licensee times on this contract.**  
**INITIAL: \_\_\_\_\_ STAFFINITIALS: \_\_\_\_\_**

**Total Balance Due: \$** \_\_\_\_\_  
**Balance Paid Amount:** \_\_\_\_\_  
**Balance Paid Date:** \_\_\_\_\_

Purpose of Event \_\_\_\_\_ Head Count \_\_\_\_\_

By signing below, Licensee represents that he or she has read, understands, and agrees to be fully bound by the terms of this Agreement.

**LICENSEE:**

\_\_\_\_\_  
 Signature of Individual Licensee Date  
 Responsible for Payments & Damages (no organization involved)  
 Or

\_\_\_\_\_  
 Signature & Title of Officer of Organization Date

\_\_\_\_\_  
 Name of League, Club, Team or Organization  
 Responsible for Payments & Damages

\_\_\_\_\_  
 Parks & Recreation Director or Designee Date

The template for this contract has been approved to form by the City Attorney pursuant to the City Attorney Memorandum dated May 18, 2011.  
 Please provide your contact information below.

**Contact Information**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_



## **Amelita Mirolo Barn Facility Rules & Policies**

### **CANCELLATION POLICY:**

**IF THE CITY OF UPPER ARLINGTON CANCELS** – If this situation occurs, a full refund is issued. The Upper Arlington Parks & Recreation Department reserves the right to cancel any facility agreement for any reason.

**IF YOU CANCEL** – To cancel this agreement, the Licensee must contact the Upper Arlington Parks & Recreation Department office (614-583-5300).

A refund (less the deposit) is given when the cancellation is made more than 90 days prior to the reservation date. A 50% refund is given when the cancellation is made 30-89 days prior to the reservation date. No refund is given when the cancellation is made less than 30 days prior to the reservation date.

Refunds for emergency or hardship cases are made on a case-by-case basis. All decisions for a refund are at the discretion of the Parks & Recreation Director.

### **AMELITA MIROLO BARN RULES**

Licensee is permitted to use the facility for authorized purposes only. Estimated attendance numbers are needed before a contract will be released to ensure facility capacity limits are not exceeded.

1. Licensee may not solicit funds for private gain. Licensee is not permitted to solicit any individuals or groups using the facility other than members of their own party.
2. Licensee may not charge admission in any Parks & Recreation facilities.
3. Games of chance may not be operated in the facility.
4. Programs, literature, or any publicity of the Licensee promoting its use of the facility shall not identify the City as a sponsor.
5. The City makes no warranties to the Licensee as to the fitness of the facility for a particular purpose and the Licensee has contracted use of the facility after having the opportunity to examine the same and assumes full knowledge of the same.
6. The City assumes no responsibility for damage to or loss of any property of Licensee or others brought into the facility prior to, during or after Licensee's use. Licensee is responsible for any damages by renter or renters' guests.
7. Licensee agrees to take full responsibility for his/her actions and the actions of his/her guests and agrees to abide by all City of Upper Arlington Rules, Regulations and Ordinances.
8. Restitution for any damages incurred during use will be the responsibility of the Licensee.
9. Licensee must adhere to all occupancy regulations. The City of Upper Arlington staff member on duty during the function will have full authority. Should the group resist or defy the staff's authority, he/she may immediately cancel the group's License Agreement and summon the Upper Arlington Police Department to assist in vacating the area.
10. Smoking and illegal substances are not permitted inside any City owned facility.
11. **Alcohol: A special permit is needed from the City of Upper Arlington and a \$150 service fee must be paid by the renter in order to have alcohol in the facility. An Amelita Mirolo Barn Permitted Caterer can only serve and carry in alcohol at events. Please contact the Upper Arlington Parks & Recreation Department for information on obtaining a permit for alcohol.**
12. **No cash bars, tickets, or tips are allowed at the Amelita Mirolo Barn.**
13. All aisles leading to exit doors must remain clear and unobstructed so that doors can be readily opened.
14. **You may use wire or other non-marking methods of securing decorations; however, nails, tacks, tape and staples are not allowed. No confetti, glitter, sand, rice, birdseed or fireworks are allowed.**

15. Votive candles and enclosed candles are acceptable for use; no open flames are allowed (unity candle is only exception). Warming dishes are permitted (i.e. crock pots, chafing dishes).
16. The kitchen facilities are to be used for staging, plating and organization only.  
-Grills are allowed in parking lot area. Grills must be attended by an adult and have a fire extinguisher available.
17. Licensee/subcontractors/supplies must be off the premises at the end time as specified on the License Agreement.
18. Items missing after the event will be the Licensee's responsibility.

### AMELITA MIROLO BARN EXTERIOR

1. Balloons may not be released in parks.
2. Outside area must be left in same condition found.
3. Only designated tables and chairs are permitted on the patio. Chairs from the facility are not permitted in grass areas.
4. **No confetti, glitter, sand, rice, birdseed or fireworks are allowed.**
5. Absolutely no vehicles are to be driven or parked on the grass or walkways.
6. Pour out hot water or ice in kitchen sink only and not on lawn areas.
7. Licensee wishing to use a canopy tent must provide a copy of the agreement from the tent company 15 days prior to the event. Upon approval, Licensee must apply for a tent permit and inspection. Tents may only be installed in designated areas.
8. No stakes can be used in the park.
9. Grills are allowed in parking lot area. Grills must be attended by an adult and have a fire extinguisher available.

### RULES GOVERNING FACILITY AND PARK USE:

The following rules apply to the use of the facility and the parks, open spaces, and other facilities of the City. Violations of these rules by Licensee or a guest of the Licensee shall constitute a violation of this Agreement and may also result in criminal charges being filed against the Licensee or guest:

- A. No person shall cut, injure, deface, remove or disturb any tree, shrub, building, fence, signage, bench or other structure, apparatus or property; pick, cut or remove any shrub, bush or flower; or mark or write upon any building, pavement, fence, bench or other structure.
- B. No person shall make or kindle an open fire.
- C. No abusive, profane or indecent language; no lewd or obscene conduct; or any other conduct that may annoy others, shall be allowed.
- D. No person shall carry firearms or other weapons, nor throw stones or other missiles. This includes the pond area.
- E. No person shall sell, offer or solicit for sale any goods, services or merchandise without a written permit from the Parks & Recreation Director.
- F. **BANNED SUBSTANCES - Illegal drugs or other banned substances of any kind are not permitted by City ordinance. The possession, serving, sale, or consumption of alcoholic beverages is not permitted in the facility unless a special permit has been acquired and in full compliance with state liquor laws.** For a complete set of rules and regulations regarding the service of alcoholic beverages, please contact the City of Upper Arlington representative. Smoking is not permitted inside of any City-owned facility. Licensee acknowledges and understands that any violation of this rule shall give the City of Upper Arlington the right to terminate this License agreement without penalty to the City of Upper Arlington, and to permanently bar the Licensee or guest of the Licensee, from the premises. Illegal drugs or other banned substances of any kind are not permitted by City ordinance.
- G. Betting and/or gambling in any form or maintaining any gambling equipment is prohibited.
- H. No person shall distribute any circulars, cards or written materials within the park.
- I. No entertainment or exhibition shall be given without the direction, or by written permission, of the Parks & Recreation Director.
- J. Vehicles of any description, other than municipal service or emergency vehicles may not enter upon City-owned recreation, park or open space areas, except as authorized by the Parks & Recreation Director or his designee. This includes any catering or subcontractors for the event.
- K. No person or group of persons shall enter, use or remain upon City-owned recreation, park or open space between the hours of 11:00 pm to 5:00 am, except upon express authorization of the Parks & Recreation Director.

## Amelita Mirolo Barn Rental Checklist

Thank you for choosing the Amelita Mirolo Barn for your special event. We have put together the following checklist in order for you to have a successful event.

\_\_\_\_\_ Reserve the Amelita Mirolo Barn with a non-refundable deposit.  
Make sure rental times include decorating and clean up.

\_\_\_\_\_ Amelita Mirolo Barn Contract completed, signed and returned.

Are you having alcohol at your event? If yes, see below.

\_\_\_\_\_ Amelita Mirolo Barn Alcohol Service Agreement completed and \$150 payment.  
Agreement with payment must be completed at least 15 days prior to your event or an extra expediting fee of \$100 will be charged.

\_\_\_\_\_ Amelita Mirolo Barn Permitted Caterer selected.  
Alcohol can only be served by an Amelita Mirolo Barn Permitted Caterer.  
Alcohol must arrive on site with the Amelita Mirolo Barn Permitted Caterer.

\_\_\_\_\_ Balance paid 90 days prior to rental.

\_\_\_\_\_ Layout completed. Staff will setup tables and chairs for your event.  
We suggest a meeting with our staff and caterer prior to your event to complete the layout.

The Amelita Mirolo Barn does **NOT** provide the following items.  
Please plan accordingly on the day of your event.

- \_\_\_\_\_ Coffee Filters
- \_\_\_\_\_ Coffee
- \_\_\_\_\_ Cups
- \_\_\_\_\_ Silverware
- \_\_\_\_\_ Serving Utensils
- \_\_\_\_\_ Dinnerware/Glassware
- \_\_\_\_\_ Linens
- \_\_\_\_\_ Napkins
- \_\_\_\_\_ Chafing Dishes
- \_\_\_\_\_ Trays for warming ovens
- \_\_\_\_\_ Tubs or containers
- \_\_\_\_\_ Scrubbers and towels for washing dishes
- \_\_\_\_\_ VGA Adapter for MAC Laptops only

**The Amelita Mirolo Barn provides the following items for your rental.**

18-6 Foot Round Tables

10-7 Foot Long Tables

165 Chairs

Warming Ovens

Sinks

Coffee Maker

Ice Machine

Refrigerator

Freezer

Recycle Bins

DVD Player

Computer Hookup

Microphone

TV'S

Staff on hand during your event

Restrooms on site

Garbage Bags

Dishsoap

Cleaning Spray

Ladder

**Renter's Responsibility**

Removing decorations

Placing trash in receptacles

If a caterer is not on site, renters are responsible for preparing and serving food, washing dishes and busing tables.

**Cleaning Kitchen Area. (Please refer to checklist below for responsibility.)**

\_\_\_\_\_ All items removed from refrigerators, shelves and doors wiped off.

\_\_\_\_\_ All items removed from hot boxes, switches turned off, door wiped off.

\_\_\_\_\_ All table surfaces wiped clean and sterilized.

\_\_\_\_\_ Black bussing cart and 4 stainless steel rolling preparation stations must be wiped clean and sterilized.

\_\_\_\_\_ Stainless steel service window surface must be wiped clean and sterilized.

\_\_\_\_\_ Both sides of sinks rinsed clean and sterilized, **NO FOOD OR PARTICLES LEFT IN SINKS.**

\_\_\_\_\_ Floor swept and mopped (See Amelita Mirolo Barn Staff for broom and mop)

\_\_\_\_\_ All items/serving pieces removed from the hall/buffet tables

\_\_\_\_\_ All plates, flatware, napkins, food, etc. left on tables in hall must be disposed of, linens removed, and tables left completely empty and ready for breakdown.

\_\_\_\_\_ Coffee maker must be cleaned and unplugged.

\_\_\_\_\_ All trash on the floor and tables must be picked up.

\_\_\_\_\_ ALL items brought into the facility must be removed at the end of the event.

**Amelita Mirolo Barn Staff Responsibility**

Setup/teardown of tables and chairs

Taking trash to dumpster

Sweep & mop main floors

Clean & stock restrooms





**PARKS & RECREATION DEPARTMENT**  
3600 Tremont Road • Upper Arlington, Ohio 43221-1595  
Phone: 614-583-5300 • Fax: 614-457-6620 • [www.uaoh.net](http://www.uaoh.net)

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## **Amelita Mirolo Barn Outdoor Ceremony Rain Plan**

In order to provide the best service and the best opportunity to conduct a successful ceremony, a backup rain plan is required with Amelita Mirolo Barn staff and caterers.

- Backup plan must include table arrangements for seating, food, and ceremony placement
- An alternate table layout must be included
- Rain calls will be made 5 hours prior to the wedding ceremony

### **Rain Plan Suggestions**

#### **Weddings of 70 or 80**

Decision can be made close to ceremony time

If there is a threat of rain, we can setup chairs in the old Barn section and chairs outdoors. This requires that there are no chair covers or decorations on the chairs for the ceremony. If no rain occurs, the ceremony will take place outdoors and staff will place chairs for ceremony around tables for the reception while the ceremony takes place.

#### **Weddings of 60-80**

We can accommodate about 50-60 chairs in the old Barn for a ceremony.

The remainder of the chairs will be set around seating for the reception.

After the ceremony staff and caterers will place ceremony chairs around the remaining tables.

#### **Weddings of 80-150**

Ceremony can take place in the new part of the Amelita Mirolo Barn between the storage spaces and across from the kitchen area. Guests can remain at the reception tables for ceremony.

#### **Tents**

You may tent the west patio and the area near the stage.

We recommend working with Andrea Schulte from Lasting Impressions at 614-252-5400 or Lisa Row-Taylor with Advantage Events at 614-743-8120 to coordinate your tent rental prior to the event.



**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. No one under 21 may be served or consume alcohol.
- D. Permittee must comply with all City ordinances and State statutes, including Ohio Liquor Control policies and guidelines.
- E. The Permittee agrees to limit the number of guests to the determined occupancy of the facility.
- F. 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 permitted on the west gated patio and the UA Arts Stage under the Barn structure.
- G. 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.
- H. 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.
- I. 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.
- J. 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.



## Amelita Mirolo Barn Permitted Caterers List

Permitted caterers are available to provide food and beverage services for your event.

**\*Two Caterers**

Angela Petro  
614-882-7323

[www.twocaterers.com](http://www.twocaterers.com)  
6800 Schrock Hill Court  
Columbus, Ohio 43229

**City Barbeque**

Brian Mooney  
614-538-1230

[www.citybbq.com](http://www.citybbq.com)  
6277 Riverside Dr.  
Dublin, OH 43017

**\*Steven's Catering**

Jennifer Peightel  
614-486-1221

[www.stevenscatering.com](http://www.stevenscatering.com)  
1221 Chesapeake Avenue  
Columbus, OH 43212

**MCL Restaurant & Bakery**

Candy Ward  
614-457-5786

[www.mclhomemade.com](http://www.mclhomemade.com)  
3160 Kingsdale Ctr.  
Columbus, OH 43220

**\*Creative Cuisine**

**Kerrie Devore**  
**Shauna Christman**  
614-436-4949

[www.creative-cuisine-catering.com](http://www.creative-cuisine-catering.com)

**\*Metro Cuisine**

Kathy Bell  
614-436-6369

[www.metrocuisine.com](http://www.metrocuisine.com)  
6185-C Huntley Rd.  
Columbus, OH 43235

**\*Made From Scratch**

**Fine Catering & Event Design**  
614-873-3344

[www.made-from-scratch.com](http://www.made-from-scratch.com)

**\*Caterer also provides  
alcoholic beverage service**