

Deposits/Cancellations

The Rental Contract requests and associated costs must be completed, and payment agreed upon prior to use of the facility. A 50% down payment is required to secure rental for any part of the facilities. The balance of your Rental Contract is due sixty (60) days prior to your event, including miscellaneous costs, such as technical equipment rentals, décor rentals, additional staffing cost, etc. Any additional costs that arise will be due within seven (7) days of your event. No terms are implied or granted and no access will be allowed to commence until full payment is received. A refund of monies paid, less 25% of your deposit amount, will be available until sixty (60) days prior to the event. Events cancelled within sixty (60) days of the event will not receive a refund. Any minor adjustments to start and end times of the event must be made at a minimum of forty-eight (48) hours prior to the times designated on the Contract and are subject to approval.

An event that is rescheduled more than sixty (60) days before the original contract date will incur no penalties and the original contract terms will be amended with the new event date. An event rescheduled sixty (60) days or less before the original event date may incur penalties and will not be eligible for any refunds at any time.

Damage

The Renter is responsible for any damage to Ariel-Foundation Park facilities, grounds, equipment, fixtures, or décor caused by Renters or guests. Damages that will be billed to the Renter include but are not limited to the costs of any necessary replacements, repairs, or additional cleaning due to Renter or guest's lack of personal responsibility or neglect. MVAC and/or FPC will be held harmless by the Renter for any loss of or damage to any equipment, fixtures, or décor of any third party. Please report any broken or damaged item(s) to MVAC and/or FPC staff promptly. A refundable damage deposit may be required of Renters requiring alcohol service (*please see section on Catering and Alcohol*).

Start and End Time/Set Up and Clean Up Access

The Renter or their designated representative in charge of the event shall be present before the event is due to start and remain with the group until all have left the rental facilities. Contact information for the Renter and/or their designated representative for the day of the event (preferably a cell phone number) must be provided to the Facilities Rental Manager at least three (3) days prior to the event. Renters must plan with caterers, florists, and rental companies to deliver and set up on the date of the event and all items must be removed the day of the event. MVAC and/or FPC will not be responsible for receiving any items for the event, nor for the pickup of any items from the event. Please make sure that the entrance (start) and departure (end) times are correct and any special arrangements you may need are noted on the Rental Contract at least fourteen (14) days prior to your event. Times stated on Rental Contract are the only hours Renters are permitted in the facilities. All functions must conclude by 10 P.M. Any extra hours will be assessed, including additional hourly staff rates, and billed to the Renter. Any occupation or use of non-rented areas of the facilities is prohibited.

The Renter using the facilities shall be responsible for moving all outside décor and/or equipment into and out of the facilities. The Renter is responsible for returning the facility to the same condition in which it was entered, including proper disposal of all trash into specified trash cans. Failure to return the facility to the same condition in which it was entered could result in additional cleaning and/or staffing costs to be assessed and billed to the Renter. MVAC and/or FPC staff will be responsible for removing all bagged trash from the facility at the end of an event. Table and chair needs, technical needs, and decorating must be discussed and approved by the Facilities Rental Manager at least thirty (30) days prior to the event.

Parking is allowed in marked parking lots only, not in off road areas. The Renter will be responsible for notifying their guests of the parking availability.

Furnishing and Décor

Facility rentals do not include the use of tables and chairs. The use and set up of 60-inch round tables, 8-foot rectangle tables, 6-foot rectangle tables, chairs, and high-top tables may be added to this Rental Contract as an add-on item as needed by the Renter and as permitted by the venue size and layout. Need for any additional furnishings

must be discussed with the Facilities Rental Manager. Optional rental items (such items as audio/visual technology, outdoor equipment, and décor) can be found on the Retail Add-ons sheet along with their costs. All add-on items including tables and chairs must be discussed with the Facilities Rental Manager and added to the Rental Contract at least thirty (30) days before an event date.

Tape (except painter's tape), tacks, and/or nails may not be used on equipment, walls, or ceiling. Attaching items, such as decorations, signs, etc. to the walls, ceilings or windows of any rented facility is prohibited without prior approval of the Facilities Rental Manager. All helium balloons must be weighted prior to placement in the facility. Glitter or confetti of any kind is not permitted. Bubbles, bubble machines, or devices or substances that would leave a residue on the floor will be permitted inside venues. The use of sparklers is only permitted at least 10 feet away from any venues or structures. Additional lighting or use of electronics must be UL approved and is subject to review by the facility technician. Amusement rides or inflatables are prohibited without prior written approval from the Facilities Rental Manager and may require the Renter to provide additional insurance.

Rental facilities may have limited electrical capabilities. Large roasters or crock pots, audio or lighting equipment, etc., may pull too much electricity and trip the breakers within the facility. Please discuss all electrical needs with the Facilities Rental Manager at least thirty (30) days before your event date to avoid overloading breakers. A list of devices and their amperage draw may be required.

Permitted Activities on the Premises

Renters desiring to rent Ariel-Foundation Park must understand and agree to keep their events within the decorum of the facilities. It is expected and required that those attending events at the facility do not engage in excessive use of alcohol, noise, or behavior inconsistent with the facilities. During a scheduled event, a staff member of MVAC and/or FPC or their partnering organizations will be in attendance and act as staff member in charge. The staff member assigned has full authority of the facility and should activity occur, which, in the sole discretion of the appointed staff member, is inappropriate for the facility, they may take action up to and including asking all or any person(s) to leave the premises if they deem necessary, and/or terminating the event immediately upon which the ability to use the facility will cease.

Prohibited Activities:

- Any use of candles, incense burners, or other open flame devices or décor is prohibited in any part of the indoor facilities with exception of sterno fuel on buffet tables. Outdoor cookers, grills, smokers, or similar equipment may only be used at least 10 feet away from any venues or structures and only with the permission of the Facilities Rental Manager at least thirty (30) days prior to the event.
- The use of sidewalk chalk, powdered chalk, paint, colored smoke bombs, or any similar items are not permitted for use at Ariel-Foundation Park unless with specific permission from the Facilities Rental Manager.
- The throwing of rice, bird seed, or other foodstuffs is not permitted as it can have a negative effect on local wildlife.
- Capacity for the buildings has been established and is not to be exceeded. All exits are marked for emergency. Fire doors must remain closed.
- The use of tobacco, e-cigarettes, and vaping products, or possession and unauthorized use of a controlled substance is prohibited within Ariel-Foundation Park facilities.
- No animals excepting for verified service animals will be allowed within venues during public events. During private rentals, friendly pets are allowed in the facilities with specific permission from the Facilities Rental Manager at least thirty (30) days before an event if kept on a leash. Pet owners are responsible for cleaning up after their pets.
- Renter and guests will not be allowed in facility areas not specified in the Rental Contract.

Catering and Alcohol

The caterer or food service provider of Renter's choice is welcome. No additional license or insurance is needed so long as all food is being provided at no charge to individual guests. If food is being sold to individual guests, seller must be licensed and registered for these sales in Knox County, Ohio. FPC will receive 15% of all food and non-

alcoholic beverages sales on the premises. Food trucks and food sales are only permitted at specific venues and only with prior approval from Facilities Rental Manager at least thirty (30) days before an event.

If use of a catering kitchen, refrigerator, or food warmer is specified in your Contract, be advised that use is reserved for meal plating, serving, and temperature regulation, not meal preparation. Dish soap, hand washing soap, bleach, and plastic gloves are provided for your convenience when renting a catering kitchen. Please notify staff if any of these products are needed. All kitchen facilities and equipment must be left in the same condition (clean and items returned properly) in which it was entered.

For events in the Schnormeier Event Center or the Community Foundation Pavilion, alcohol must be purchased and provided by MVAC and/or FPC staff or staff of their partnering organizations. Arrangements for alcohol service to be provided at your event must be made at least sixty (60) days before the event including a separate quote for cost and service, and an additional Contract rider. Final menu choices and serving times must be finalized at least thirty (30) days before your event. Please see the Facilities Rental Manager to begin the quoting process. Alcohol may be brought into and self-served at the Urton Clock House for a fee of \$50, only on the date and time specified in reservation details, and will be limited to beer and wine only, in its original, sealed container. A server may "recork" in accordance with Ohio law. Individual guests or someone appointed by Renter may serve the alcohol in the Urton Clock House. It may not be sold under any circumstances.

- No Renter or guest may bring one's own alcohol for consumption into the Schnormeier Event Center or the Community Foundation Pavilion. No alcohol shall be self-served by a guest of a private event in these venues. If alcohol is self-served at a private event or brought to the event by an individual in these venues, the alcohol shall immediately be removed from the area, and the person in violation may be asked to leave.
- All guests are required to provide a valid ID to be served. No one under the age of 21 will be served alcohol. In any facility, guests providing alcohol to a minor (under the age 21) will be required to leave the facility immediately.
- Beverages containing alcohol shall not leave the designated rental areas of Ariel-Foundation Park within which alcohol is permitted.
- Times for serving alcohol must be specified for each private event. Alcohol service shall be concluded at least 30 minutes prior to the ending time for the private event.
- MVAC and/or FPC staff or staff of their partnering organizations may deny service to any guest deemed to be intoxicated. Any guest acting inappropriately or disrespectful in the opinion of the MVAC and/or FPC staff or staff of their partnering organizations will be required to leave the facility and grounds immediately. Alcohol service at a private event may be discontinued at the discretion of MVAC and/or FPC staff or staff of their partnering organizations.
- Alcohol is allowed at designated venues Monday-Saturday only.

Renters desiring open or unlimited bar service with 100 or more guests, or Renters desiring any alcohol service for 200 or more guests will be charged a refundable damage deposit of \$150.

Public consumption of alcoholic beverages is NOT permitted within Ariel-Foundation Park outside of the designated facilities and times.

Please note: In addition to the foregoing, Renters and guests must follow all laws relevant to the use of alcohol while on Ariel-Foundation Park property and upon leaving all events held at the Ariel-Foundation Park. No alcohol is allowed outside of the designated venues and could result in open container violations for the offender.

In addition to all Rental Terms and Conditions, all Ariel-Foundation Park Renters and guests must comply with the general Ariel-Foundation Park policies below:

Park Visitor Information Park Hours

Ariel-Foundation Park is officially open April 1 through November 15. Some areas of the Park are accessible to pedestrians year-round. Daily hours of operation are 7 A.M. to 11 P.M. There are no admissions or parking fees for

general visitors. The Rastin Observation Tower, Park museum, picnic pavilions, trails and other Park features are free and open to the public. The Rastin Observation Tower may be open during winter months, weather permitting. The Schnormeier Event Center, Community Foundation Pavilion, Urton Clock House, restrooms, and picnic pavilions are all accessible facilities.

Parking

Park in designated areas only. During the winter, the Park's internal roads and parking lots are closed to vehicles. The main parking lots at the Schnormeier Event Center, and Urton Clock House remain open.

Fishing

Fishing is allowed in the stocked West, Central and East lakes only. A current Ohio fishing license is required for those 16 and older, and all standard ODNR rules and regulations apply. Please refer to the ODNR website for a full list.

Boating and Swimming

Boating is permitted in the three main lakes only, with the following restrictions: crafts must be hand launched, no gasoline engines, no sailboats (catamarans are allowed.) All State of Ohio Division of Watercraft laws must be observed. Swimming and wading are NOT permitted in the Park's lakes or reflecting pools.

Camping

There is no camping allowed in the Park. Special circumstances may be considered but will go through a consideration process with the City of Mount Vernon and the FPC Board.

For Your Safety

Do not climb on the Park's steel sculptures or building ruins.

Lanterns/Balloons

Sky lanterns are illegal in the state of Ohio. Balloon releases are not allowed at the Park.

Additional Requirements

The Renter shall provide its own contingency plan of action should an emergency occur or in the case of inclement weather. There should be a designated person to call the emergency service providers if needed, and the designated person shall familiarize the group of the policies of Ariel-Foundation Park contained herein as well as the location of safety notices, bathrooms, and exits. An incident report will be completed by a venue staff member for all occasions of injury, facility damage, or other emergency situations.

Force Majeure and Safe Environment

If MVAC and/or FPC cannot fulfill or believes it may not be able to fulfill the terms of this Rental Contract in whole or in part due to a fire, natural disaster, act of war or terrorism (domestic or foreign), epidemic or pandemic (including COVID-19), action of any governmental authority, national or regional emergency, other casualty, act of God, or other cause beyond the control of the parties, whether or not foreseeable ("Force Majeure Event"), then MVAC will give notice to the Renter as soon as reasonably practical after MVAC and/or FPC determines that a Force Majeure Event will or may prevent MVAC from meeting the terms of the Rental Contract. MVAC and/or FPC shall have no obligation to meet the terms of this Rental Contract and incur no liability for delays or failures to meet the Rental Contract terms due to a Force Majeure Event, but MVAC may, in their discretion, work with the Renter to find an alternative site for the event with their partnering organizations and/or an alternative date for the event that is suitable to both Renter and the MVAC and/or FPC or partnering organizations. To the extent the Parties cannot agree on a suitable replacement venue or date consistent with the venue's availability, MVAC may also, in its sole discretion, refund fees paid to MVAC under the Rental Contract, less any amounts necessary to cover expenses and work already performed by the MVAC, their staff, or the staff of their partnering organizations related to the event, including, but not limited to, pre-event communications, development of timelines, and preparation of rental items or supplies for the event. In the case of a Force Majeure Event, the MVAC and/or FPC shall have no additional liability to Renter with respect to this Rental Contract beyond that described in this section and below.

Renter understands that MVAC works to maintain a safe work environment, including but not limited to, complying with applicable governmental laws, directives, orders, and regulations (each a "Governmental Order"). Renter further understands and agrees that the MVAC and/or FPC shall not be required to meet the terms of this Rental Contract if the event is held in violation of a Governmental Order. Renter also understands and agrees that MVAC and/or FPC is not obligated to meet the terms of this Contract if the personal safety or well-being of the MVAC and/or FPC staff or the staff of their partner organizations has been or will be comprised or threatened at the event, including, but not limited to, as a result of the condition of the venue for the event, or the conduct of an attendee of the event.

Indemnity

Renter agrees to conduct its activities upon the Premises so as not to endanger any person or property, including without limitation, the facility and all furnishings, fixtures, or equipment thereon. Renter shall hold harmless, defend and indemnify MVAC and/or FPC, and their respective officers, directors, staff, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to reasonable attorneys' fees, bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Agreement by Renter, (b) Renter's use of and activities in connection with the premises, or (c) any act, error, or omission on the part of Renter, or its agents, employees, invitees, guests or subcontractors who provide any materials or perform any operation relative to this Rental Contract, except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent actions, willful misconduct or omissions of MVAC and/or FPC, their officers, employees or agents.

Reservation of Rights

Failure to abide by the terms and conditions of this Rental Contract on the part of the Renter and Renter's guests, invitees, agents, and sub-contractors may result in the assessing of damage costs such as replacements, repairs, or additional cleaning due to Renter or guest's lack of personal responsibility or neglect, including labor charges, to be billed to and paid by the Renter; the hiring of additional staff at the cost of the Renter; and/or the cancellation or termination of the event.

Governing Law

This document serves as the whole of the Rental Contract and supersedes any and all verbal agreements made in the past, now, or in the future. All changes to this Rental Contract must be made in writing and executed by both parties in order to be valid. It is agreed that this Rental Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, County of Knox.