



SWITCHYARD PARK PAVILION RENTAL AGREEMENT

Name of Renter (Organization or Individual): Bloomington Winter Farmers' Market

Event: Bloomington Winter Farmers' Market Type of Event: farmers' market

Contact Person: Rosie Sill

Cell Phone: _____ Alternate Phone: 812-935-5953

Street Address: BWFM, P.O. Box 503

City: Bloomington Zip Code: 47402

board president: rosiesille@gmail.com Market Master: bloomingtonwinterfarmersmarket@gmail.com

Is event public or private? public

Estimated Attendance: 500

ALL DATES BOOKED

Event Date(s) and Time(s) (*include setup and teardown): 7AM - 1:30PM: 12/7/19, 12/14/19, 12/21/19, 12/28/19, 1/4/20, 1/11/20, 1/18/20, 1/25/20, 2/1/20, 2/8/20, 2/15/20, 2/22/20, 2/29/20, 3/7/20, 3/14/20, 3/21/20, 3/28/20, 12/5/20, 12/12/20, 12/19/20, 12/26/20, 1/2/21, 1/9/21, 1/16/21, 1/23/21, 1/30/21, 2/6/21, 2/13/21, 2/20/21, 2/27/21, 3/6/21, 3/13/21, 3/20/21, 3/27/21

Describe Table and Chair Setup (if applicable):

We would like to use some tables & chairs for customer seating. Quantity to be determined.

Describe Musical Entertainment Setup (if applicable). Include any sound amplifying equipment or devices:

Individual weekly musicians bring their own equipment.

Do you plan to sell or distribute alcohol (yes/no)? See Section 7. Yes, periodically.

If yes, please describe security measures. Closed bottle sales by Upland Brewery.

Comments: The Switchyard Park Pavilion is rented exclusively to the BWFM during these dates & times. In the event that the Switchyard Park Pavilion is not completed & available by 12/7/19, the City will guarantee an alternative location at the Twin Lakes Recreation Center.
The City of Bloomington Parks & Recreation is responsible for snow removal on the mornings of the BWFM.
BWFM insurance is coming & will be provided before the event.

The City of Bloomington Parks and Recreation and the Renter agree to the following terms and conditions:

1. Availability:

- 7:00AM *KMM*
- a. Switchyard Park Pavilion is available ~~8:00am~~ to 11:00pm.
 - b. Switchyard Park Pavilion may be rented by responsible groups and individuals when not otherwise scheduled by Parks.
 - c. Reservation priority will be given to Parks and Recreation programs and events.
 - d. Parks reserves the right to deny any reservation made less than 14 days in advance.
 - e. Parks reserves the right to deny any request to expand the scope or duration of the reservation if such request is made less than 72 hours prior to the start of event.
 - f. Parks reserves the right to deny an application for the use of facility when such use is not in the best interest of the City of Bloomington.
 - g. Parks reserves the right to cancel reservation at any time if the cancellation is in the best interest of the City. In the event that Parks cancels an event for this reason, all rental fees will be refunded.

2. Rental Fees:

- a. Rental fees for the Pavilion as follows.

| Pavilion | |
|-----------------------------------------------------------|-----------------------|
| Rental (per hour) (weekdays M-F) | \$60 |
| Rental (per hour) (weekends & holidays) | \$75 |
| Rental (per day) (weekdays M-F) | \$500 + \$250 deposit |
| Rental (per day) (weekends & holidays) | \$600 + \$300 deposit |
| Projector use (per day) | \$25 |
| Table and Chair Reset Fee (for changes after initial set) | \$50 |

- b. Deposits must be paid at the time of placing the reservation.
- c. Payment in full must be paid at least 14 days prior to the event.
- d. Deposit will be refunded minus any damage fees within four to six weeks of conclusion of event.

3. Cancellation Policy:

- a. If the Renter cancels all or any part of a reservation less than one week prior to the event, Renter shall not be entitled to any refund.
- b. If the Renter cancels all or any part of a reservation more than one week before the event, but less than three weeks before the event, Renter shall be entitled to a refund of one-half the fees for the cancelled reservation.
- c. If the Renter cancels all or any part of a reservation three weeks or more prior to the event, Renter shall be entitled to a full refund of all fees for the cancelled reservation.

4. Services provided by Parks and Recreation:

- a. Parks will provide a Facility Supervisor during rental.
- b. Parks will set up tables and chairs in advance of event.
- c. Rental includes use of catering kitchen, bathrooms, 12'x16' riser stage.
- d. Garage doors may be opened if weather accommodates. Doors to be operated by Facility Supervisor.
- e. Use of projector(s) and screen(s) if applicable.

5. Services provided by Renter:
 - a. Renter will provide any table cloths, table settings, chair covers, etc.
 - b. Renter will provide sound system if necessary for event.
 - c. Renter will provide all other services and items necessary for event.
6. Admission Fees:
 - a. If the Renter intends to charge admission fees to the facility, Parks (by its Recreation Division Director) must approve such fees in writing prior to the day of the event.
7. Alcohol:
 - a. Alcohol sales in City-owned parks, trails, and spaces require the approval of Board of Park Commissioners and Director of Parks and Recreation. Please see the "2019 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit".
 - b. Private events at the Pavilion may serve alcohol for an additional \$50 fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. All provisions of the Alcohol Permit must be followed.
 - c. Public events at the Pavilion may sell closed container alcohol with no consumption on site for an additional \$50 fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. All provisions of the Alcohol Permit must be followed.
 - d. Public events at the Pavilion may serve alcohol for consumption for an additional fee of \$200 or 10% of gross sales, whichever is greater. Renter must provide Parks with a copy of appropriate Alcohol Permit. All provisions of the Alcohol Permit must be followed.
 - e. Consumption of alcoholic beverages without the appropriate fee and Alcohol Permit is strictly prohibited on public property. Persons observed consuming alcohol in such cases are subject to arrest.
 - f. Consumption of alcoholic beverages outside of the Pavilion is strictly prohibited without prior arrangement for fencing, security, etc. This includes activities where the garage doors are open.
8. Smoking:
 - a. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington Property. Smoking is not allowed outside a City of Bloomington facility within 30 feet of doors, windows, or ventilation system. Vaping is included in all smoking prohibitions.
9. Rules and Regulations:
 - a. The Renter is responsible for ensuring that all Parks rules and regulations are observed by guests and others using the rented facility.
 - b. Of specific mention, the possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article, is expressly prohibited without a Special Use Permit.
 - c. Violation of facility rules and regulations may be grounds for termination of the rental agreement. In the event of termination for this reason, no refunds will be given.
10. Insurance (if applicable):
 - a. The Renter shall maintain comprehensive general liability insurance in the amount of Two Hundred Thousand Dollars (\$200,000) for bodily injury per person in any one occurrence and One Million Dollars (\$1,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department

and the renter as insured parties, and the Renter shall provide Parks with a certificate of insurance at least 36 hours before the start of the event.

11. Condition of Facility:

- a. The Renter is responsible for ensuring that the rented facilities are clean and in good repair at the end of the rental period. In the event that Parks must take steps to clean or repair the facilities, the Renter will be charged accordingly.

12. Liability:

- a. The Renter agrees to release, hold harmless, and indemnify the City of Bloomington, the Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise from the use of the facility during the rental period. This release includes claims for personal injury, property damage, and/or any other type of claim or cause of action which might be brought by the Renter or by any third party.
- b. The Renter agrees to assume financial responsibility for the repair or replacement of any facility equipment or fixture which is damaged through the negligence of the Renter or participants or spectators at the Renter's event. The decision to repair or replace equipment shall be at the election of Parks.

Deposit (if applicable): No deposit required ✓ KMM
(approved by Sean)

Rental Fee(s): ~~\$8,2813~~

\$487 PER DATE

17 DATES IN 2019-20

\$8279

Projector Use: _____

Table and Chair Reset: _____

Alcohol Fees: (not sure yet)

Total: ~~\$8,2813~~

PAY FOR SEASON
AT START OF TENT
SEASON

By signing and submitting this application, the Renter agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated in this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

Ann Rose Zell BNFM Board President
Signature of Renter

10/18/19
Date

KMM
MARLER
Signature of Switchyard Park General Manager or Designee

10/24/19
Date