

# MAIN STREET COMMONS

## Rental Contract



**Policy:** Any event held in Main Street Commons must not impose hardship on the Commons, its staff, visitors, or neighbors. In addition, all events in Main Street Commons must conform to the Historic Marion Revitalization Association's (HMRA) policies and procedures.

**Reservations:** Reservations are made on a first come first serve basis. We encourage reservations to be made a minimum of 30 days prior to rental date. HMRA reserves the right to limit dates when rental spaces will be available. A reservation permit is nontransferable and may be revoked for failure to abide by the rules and regulations. HMRA reserves the right to deny a reservation request or cancel due to an act of God or emergency impacting the commons.

**Rental Times:** Rentals may be scheduled from sunrise of rental date until 9:00pm of the same calendar date.

**Terms and Conditions:** Cooking grills, inflatable kids rides, portable tents or portalets are not allowed. No tents/structures may be erected without permission from the HMRA board. No loud music or Public Address (PA) system allowed. Area will be left clean and free of litter, including removal of all decorations and signage placed for the event. Use of sidewalk chalk is prohibited. Do not park vehicles on any grass area. No selling of food, beverages, merchandise or other services on commons property without permission from the HMRA board. Payment in full is due when the reservation is made. A 30 days notice of cancellation is required to receive a 50% refund. Refunds will not be given for cancellations made less than 30 days prior to the event (even if the reservation was made during this time frame). All facilities are rain or shine. Refunds will not be given for inclement weather.

**Rental Fees:** Rental fees include the rental space only. The blue painted concrete lot is not owned by HMRA and thus permission to use is **not authorized** by HMRA. HMRA does not provide chairs, ministers, flowers, photographers, catering, tents, portable toilets, etc.

**Wedding/Special Events:** Payment in full is due with the signing of the facility rental agreement. A reservation must be canceled at least 30 days prior to the event to receive a 50% refund. Refunds will not be given for cancellations made less than 30 days prior to the event (even if the reservation was made during this time frame). All facilities are rain or shine. REFUNDS WILL NOT BE GIVEN FOR INCLEMENT WEATHER. Rental contracts are not valid until payment is received.

**Return Check Policy:** The amount of the check, along with any state allowable fees may be collected electronically if the check is returned for non-sufficient funds.

**Outside Equipment Rental:** All arrangements regarding access to Main Street Commons for deliveries set up and removal of equipment must be approved in advance. All rental equipment is to be delivered and picked up the day of the event.

**Clean Up:** Clean-up of the rental space; including trash removal, is the renter's responsibility. The rental area should be free of napkins, plates, cups, etc. left by guests. Nothing, including water and ice, is to be dumped on flowers, grass, or shrubs.



**Restrictions:** Rice, confetti, sparklers and glitter are not permitted. No smoking is allowed in the rental space. Alcohol consumption is limited to beer & wine. OPEN FLAMES and SOUND AMPLIFICATION SYSTEMS GREATER THAN 110 dB ARE NOT ALLOWED.

**Vehicles:** Vehicles are not allowed to park on the grass or cross the alley behind Main Street Commons, with the exception of unloading. Failure to abide by this rule may cause your rental to be voided. Golf carts may not be used by the renter.

**Parking:** Parking around Main Street Commons is limited and may not be reserved. Renters are instructed to use the parking lot off Tom Gasque Avenue adjacent to Main Street Commons for guest parking.

**Amplified Sound:** Amplified sound is NOT allowed greater than 110 dB and the projection of profane language from music lyrics or live performances.

**Catering:** No additional catering fee will apply for rentals and special events using professional catering companies. However, adherence to clean-up requirement is the responsibility of the renter.

**Gardens:** Due to seasonal changes in Main Street Commons, the Historic Marion Revitalization Association cannot guarantee the rented space will have the same appearance as when originally viewed.

**Responsibility:** Any client seeking the use of Main Street Commons for an event will assume full responsibility for the conduct of all persons attending the event. The client will be responsible for any damage done to the premises by the client's guests or independent contractors. All clients will be required to conduct the event in an orderly manner in full compliance with applicable laws, codes, rules, and regulations.

**Liability Insurance:** (a) Renter shall obtain general liability insurance covering the day of the event in the minimum amount of one million dollars in a form and amount satisfactory to HMRA. **A certificate of insurance and a policy endorsement naming Historic Marion Revitalization Association (HMRA) as an additional insured on the policy shall be provided to HMRA at least three business days before the day of the event.** Event day insurance may be available through most insurance providers, (b) All Vendors working at Main Street Commons (MSC) shall carry and maintain in full force and effect while working at MSC workers compensation insurance, general liability insurance and policy endorsement naming HMRA as an additional insured showing the required insurance is in place. (c) Notwithstanding the requirement for such insurance, the vendor shall be required to also hold harmless, indemnify, and defend HMRA, to the maximum extent allowed by law, from any and all liability arising from Vendors' use of MSC, including the payment of HMRA's reasonable attorney's fees and costs incurred in defense of any actual or alleged liability.

**Disclaimer:** The Historic Marion Revitalization Association (HMRA) is in no way responsible for personal items lost, left behind or stolen. HMRA is in no way responsible for the actions of the public, such as disturbing an event in progress, taking photographs during an event, driving to and away from rental sites, etc. Main Street Commons is open to the public and exclusive use of an area of the Commons cannot be granted.

# MAIN STREET COMMONS



Event Space

Guest Parking

Off Limits



## FEE SCHEDULE

	<u>Cost</u>	
Deposit	\$150	Refundable if returned in pre-rental condition
plus	\$150	HMRA partner
<u>or plus</u>	\$200	non partner



	Fee	Refund Amt. / Date <i>For HMRA use only</i>	
Rental			
Deposit	\$150		
Total Received			

Date/Time of Rental: \_\_\_\_\_

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

Organization: (if applicable) \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Certificate of Ins. Liability Coverage/Policy Endorsement naming HMRA as add'l insured.

Number of Guests Invited: \_\_\_\_\_ Participants' Age Range: \_\_\_\_\_ to \_\_\_\_\_

Name of Caterer: \_\_\_\_\_

Intended Use/Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Please initial and sign where indicated and return with your payment. Be sure to make a copy for your records.

I have read the above policies and procedures. I hereby agree to hold the HMRA, the City of Marion and its employees harmless of any liability and loss which the renter, his/her guests, or vendors may suffer or incur by reason of any injury to or death of any person, or damage to any of the renter's property caused by the renter's vendors, employees, or guests on the Commons premises. I understand that HMRA or the City of Marion PD reserves the right to alter or end an event anytime it is determined necessary to ensure continued public safety, health and welfare for the event participants, Commons' visitors, or surrounding community.

I promise to abide by the rules and regulations that govern the use of Main Street Commons. I understand that failure to abide by the same could result in denial of future use of the Commons. It could also result in my having to reimburse HMRA for any damages beyond normal usage.

I understand I will be held responsible for any damages to property, failure to remove trash from site, etc., I approve any necessary charges to my credit card per this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Decibel (dB) Range Chart

0dB	Threshold of human hearing
10dB	Breathing
20dB	Whisper, Light snoring
30dB	Quiet room
40dB	Moderate snoring
50dB	Average office noise, Conversation
60dB	Busy street, Alarm clock
70dB	Hairdryer, Noisy restaurant
80dB	Loud radio
90dB	Bass drum
100dB	Subway train
110dB	Industrial noise
120dB	Jet Plane take off
130dB	Gunshot, Metal concert