



Lake County History Center

Facility Rental Policies and Procedures

Revised 01/21

The following guidelines apply to *Lake County History Center* facilities. Certain locations on the grounds may have additional rules and regulations that are specific to that area and will be provided upon completion of the application process.

GENERAL GUIDELINES

1. *Lake County History Center* facilities are available for rental to corporations, organizations, schools, clubs and individuals, provided that such rentals do not interfere with regular scheduled programs. All rental requests are subject to approval by Lake County History Center Managing Director and are subject to the guidelines outlined in the *Lake County History Center* Rental Policies and Procedures. Any Non-profit groups applying for rental must show proof of their non-profit status. The individual making application for rental *must be at least 21 years of age or older* and must be present during the time of the rental.
2. *Lake County History Center* reserves the right to cancel, deny or modify facility usage to any individual and/or group or for any program and/or purpose which present a potential safety risk, hazard to the health, safety or welfare of the general public, or any perceived liability which may jeopardize or damage the facility or injure the general public or which appears inappropriate and/or inconsistent with *Lake County History Center* purpose or mission statement.
3. All rental usage, when deemed appropriate by Lake County History Center, requires the presence of *Lake County History Center* staff, having both training and authority necessary to assure high quality service for the renter, as well as to meet the centers' security, custodial and liability requirements.
4. Reservations are made by contacting *Lake County History Center* and shall not be accepted less than four (4) weeks or more than two (2) years in advance, unless approved by *Lake County History Center*. *Lake County History Center* is subject to construction, repairs, and operational emergencies, which may preclude use of a rental facility. Should such circumstances arise during a period when a renter has been scheduled, *Lake County History Center* reserves the right to cancel said rental.
5. A facility application must be completed and on file to confirm rental date. Requests for special equipment, electrical, or set-up needs must be included on the application and *Lake County History Center* will determine if the request is appropriate and if any additional fee is required. All renters must sign appropriate waivers as part of the approval process. All furniture, rugs, equipment, benches inside and outside will not be moved or removed. All exhibits or artwork will not be removed or covered inside or outside
6. *Lake County History Center* facility application, total rental fee and security deposit are due at the time of the reservation or as agreed upon by renter and *Lake County History Center*. **\$350 refundable** is required at the time of reservation for **Event Barn Location** and **refundable** security deposit of **\$250** is required at the time of reservation for the use of **Heritage Hall**. If additional security personnel are required due to an underestimation number of attendees the renter will be charged \$50 per hour for the additional personnel for the entire length of the rental. Hourly rental fees may vary by request. The monies will be deposited *by Lake County History Center* until the conclusion of the rental, at which time, if appropriate; the deposit will be returned within four (4) to six (6) weeks. Cancellation of a reservation within 30 days will result in loss of 50% of total fees unless *Lake County History Center* is able to rent the cancelled facility. Renter acknowledges and agrees that any security deposit shall be forfeited in the event said rental facility is not returned to its pre-event condition. Renter also remains responsible for any expense incurred over and above the security deposit.
7. Final payment of Balance is **Due** in Full 45 days prior to the event. Your deposit will be applied to your balance. As a result of final payment not being paid *Lake County History Center* reserves all rights to cancel event and keep any security deposit or any other payments applied to event.
8. All payments should be made to *Lake County History Center*.
9. Lake County History Center will secure all rental items for Renters. Items such as chairs, lighting, tables, linens, tents and other items that may be needed for any event.

10. Items distributed at an event and pre-event promotions (i.e. pamphlets, fliers, etc.) must be pre-approved by *Lake County History Center*. Any promotion (fliers, pamphlets, advertising, etc.) of any activity at a *Lake County History Center facility* must be approved in advance by *Lake County History Center* a minimum of six (6) weeks prior to distribution. Any unauthorized promotion may result in cancellation of rental. *Lake County History Center* reserves the right to edit any promotional copy.
11. Promotions inviting the general public are required to have participants pre-register, unless agreed upon by *Lake County History Center* officials prior to the date of rental. Attendance at the event may not exceed the number agreed upon by *Lake County History Center* or the designated fire code.
12. The renter agrees to bear all responsibility for damage or destruction to any *Lake County History Center* property or that which is in the care of *Lake County History Center* (i.e., art shows and exhibits). The renter will be invoiced for all damages that are in the excess of the security deposit. Payment must be received in full within 30 days from the date of the incurred damage.
13. Decorations, entertainment, and activities must be approved by *Lake County History Center*. No decorations will be permitted where such decoration requires the use of tape, paste, glue, nails, tacks, or other materials that will in any way mar or damage woodwork, floors, ceilings, walls or fixtures. All decorations must be removed by the end of the scheduled event.
14. Smoking is prohibited at *Lake County History Center* facilities as per Ohio Revised Code Sections 3794.01 – 3794.09.
15. *Lake County History Center* prohibits Games of Chance at our location unless the organization renting said facility is an authorized non-profit organization pursuant to 501© (3) of the Internal Revenue Code. If games of chance are to be provided at the facility to be rented, the organization requesting such rental must provide *Lake County History Center* with verification of their 501© (3) status. If such 501© (3) status is not confirmed there shall be no games of chance permitted. If during the rental of *Lake County History Center* facility where a game of chance is to be conducted and it is desirous that alcoholic beverages be served, it is incumbent on the organization leasing the *Lake County History Center* premises to obtain their own liquor permit, specifically for the event in question. Without such liquor permit obtained from the Ohio Division of Liquor Control there shall be no alcoholic beverages permitted during the rental of the *Lake County History Center* facility where a game of chance is conducted.
16. All fundraisers must follow local, state and federal laws and have prior approval by *Lake County History Center* Managing Director or Board President.
17. *Lake County History Center* reserves the right to monitor the sound level of music or other entertainment and may request control or elimination if volume poses a disruption to the facility/or neighbors. Fireworks and incendiary devices of any type, including sparklers, are prohibited without prior approval of the *Lake County History Center* Managing Director and Board of Directors.
18. *Lake County History Center* does not provide storage for equipment or goods brought onto grounds for rentals and assumes no liability for lost, stolen, or damaged items. Set up of such equipment may begin at approved times for rentals. Earlier set up will be permitted only with advance approval, by the appropriate authorized personnel. Additional charges may apply.
19. Rates may be prorated for those groups providing a service for *Lake County History Center*, based on the value of service. These services will be quantified and documented, pending approval by the Managing Director or Board President. In addition, groups and agencies with similar or supportive missions may be eligible for reduction or a waiver of the rental fee and/or security deposit upon request, pending approval by the Managing Director or Board President.
20. The renter agrees to advise and inform any individuals attending function during designated time of the rules and regulations set forth by *Lake County History Center*.
21. The renter assumes full responsibility for any and all damage done to the *Lake County History Center* facility caused as a result of their rental. This responsibility includes damage caused by caterers, guests, employees, subcontractors and anyone else whose presence caused the damage in question and is present at the *Lake County History Center* facility as a result of said rental.

No Food or Drink may be taken into the Museum.

22. The renter agrees to grant permission to Lake County History Center to use photographs of renter and/or guests for the purpose of promoting the facilities, services, programs and/or special events. The photograph(s) may also be used for slide shows, displays, videos, and other presentations for the purpose of promoting the LCHC. Photo selection, cropping, and reproduction will be determined at Lake County History Center discretion.
23. Holiday rates apply to rentals occurring on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Additional fees may apply.

CATERING and ALCOHOL GUIDELINES

1. Lake County History Center reserves the right of first refusal for any catered or food service business at 415 Riverside Drive, Painesville, Ohio 44077.
2. An outside caterer will be considered that meets Lake County History Center requirements.
 - A. All caterers must provide proof of Two Million Dollars (\$2,000,000.00) of Liability Insurance; subject to acceptance by Lake County History Center legal representatives.
 - B. Lake County History Center facility, Staff, Volunteers & Board of Directors must be listed as the “additional insured” party on the caterers’ insurance coverage for the event. A copy of the policy must be provided to Lake County History Center two weeks prior to the event.
 - C. Caterers must conform to all food handling regulations, health regulations, safety regulations, licenses, certifications, workers’ compensation Lake County History Center rules and regulations.
3. Lake County History Center is responsible for ordering, delivery and set-up of rental equipment (extra tables, chairs, tents, etc.)
4. Renters using outside caterers must pay Lake County History Center all regular rental fees, admission charges, and program costs as determined by Lake County History Center.
5. Caterers are responsible for billing and collection of all catering fees from event clients.
6. Caterers are responsible for complying with all local, state and federal health and safety regulations and requirements, conforming with all workers’ compensation requirements, and if alcoholic beverages are to be served, conforming to all Ohio Department of Liquor Control rules and regulations, laws of the state of Ohio, as well as Lake County History Center approved alcoholic guidelines.
7. If an outside caterer intends to serve alcohol at a Lake County History Center a Lake County History Center Alcohol and Catering Request form must be completed by the renter and the appropriate paperwork submitted by the caterer and approved by the Lake County History Center Managing Director or Board President.
8. Caterers are responsible for sanitary clean up of Lake County History Center facilities after events. This includes trash removal, sweeping/mopping of floors and general clean up. Failure to comply will result in additional billing of the caterer by Lake County History Center for cleaning service, unless determined otherwise by Lake County History Center
9. No person shall drink, sell, possess or offer for sale any intoxicating liquor or alcoholic beverage. The consumption of alcoholic beverages shall comply with all of the laws of the state of Ohio and conform to the rules and regulations of the Ohio Liquor Control Department. Any individuals found to be in violation of the laws and/or regulations of the state of Ohio or the Ohio Department of Liquor Control are subject to immediate removal from the Lake County History Center and/or prosecution.
10. Any renter wishing to provide alcohol at a function open to the general public must obtain approval from the Lake County History Center by completing and signing the Lake County History Center Alcohol and Catering Request Form, prior to obtaining a temporary permit from the Ohio Department of Liquor Control, if necessary.. Due to the fact that Ohio liquor laws and rules are constantly changing, it is suggested that the renter call the Ohio Department of Liquor Control (ODLC) at (614) 644-3155 for information regarding applications and permits. If a permit is required from the ODLC, the application must be filed **at least 20 days** prior to the event with ODLC. Failure to secure the appropriate alcohol permit may result in cancellation of the event.
11. The renter agrees to abide by all of the laws of the state of Ohio and all of the rules and regulations of the Ohio Department of Liquor Control. No person renting a Lake County History Center facility shall permit the sale, furnishing, consumption or other use of beer, liquor, wine or other alcoholic beverage to any underage person. No person who has rented a Lake

County History Center facility shall knowingly allow any underage individual to possess or consume beer, wine, liquor or other alcoholic beverage. The renter of the Lake County History Center facility agrees to indemnify and hold the Lake County History Center harmless for any violations of this provision that are committed by the lessee or any individuals attending the function or working at the function taking place at the Lake County History Center facility which has been rented by said lessee.

No individual shall engage or use accommodations at any Lake County History Center facility where they know or have reason to believe that (1) liquor, beer, wine or other alcoholic beverage shall be consumed by an underage person at the Lake County History Center facility which has been rented and (b) that any illegally obtained drug abuse will be consumed on the premise of Lake County History Center

MAINTENANCE GUIDELINES

1. Clean up is the responsibility of the renter and must be completed within the designated time of the rental, unless otherwise determined by Lake County History Center. Containers will be provided by Lake County History Center, and all refuse must be placed in the appropriate containers on the day of rental. Any clean up that is required by Lake County History Center following the rental will be deducted from the renter's deposit. Clean up charge is \$50 per hour with a one-hour minimum charge.
2. Lake County History Center reserves the right to require Lake County History Center Buildings and Grounds personnel at any rental of a Lake County History Center facility.

SECURITY GUIDELINES

1. Lake County History Center requires that security be present at all rentals where alcohol is provided. Lake County History Center will secure off duty Sheriffs' for said security. Lake County History Center reserves the right to require security at other rentals if they deem necessary. When security is present the current Lake County History Center hourly rate will be charged. Payment shall be made directly to the Sheriff on duty by cash or check upon their arrival at the event. (\$___ per hour to be paid directly to officer on duty.)
2. Holiday rates apply to rentals occurring on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
3. When alcohol is served at a rental the following minimum guidelines shall be in effect for the minimum Lake County Sheriffs requirement:

Heritage Hall

- a. Zero to 80 people with tables and chairs- 1 Officer

Event Barn & Pioneer Village

- a. Zero to 100 people 1-2 Officer
- b. Above 250 Pioneer Village (To be determined by Lake County History Center)

These are minimum requirements and can be increased if the Lake County History Center feels the need to do so. This shall be a unilateral decision made exclusively by Lake County History Center. At no time will these minimum requirements be deviated from.

4. The following guidelines for Lake County Officers' services may vary at the sole discretion of *Lake County History Center*. Only Lake County Officers can provide the security on *Lake County History Center's* property unless the Managing Director authorizes other security.
 - A. Officers are secured for a predetermined number of hours, generally from the beginning of an event (when guests arrive) until the end of the rental time or up to the time guests depart, but not less than three hours, at a rate of \$___ per hour and \$___ per hour on a holiday. Holidays include New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Notice of cancellation must be received 24 hours before the scheduled event or the three-hour minimum rate will be charged.
 - B. Officers are bound by the times and the terms of the rental permit and are not authorized to extend the closing time of an event.
 - C. Upon arrival, the Officers will meet with the designated Lake County History Centers' representative or renter to discuss details and determine specific needs.

- D. At wedding receptions or similar occasions, the Officer and LCHC staff/volunteers is not to be responsible for the gift box. The Officer is, however, to escort the person transporting gifts to their vehicle, if requested.
- E. If guests become unruly or have too much to drink, Officer(s) are authorized to close bars.
- F. The Officer(s) will close the bar one-half hour before closing time and inform the DJ/musicians of the last dance fifteen minutes before the end of an event.
- G. For safety reasons, the Officers may escort remaining guest(s) and/or staff to their vehicles after the event.
- H. During after hour events, guests are to remain in the rented area.
- I. If additional security personnel are required due to an underestimation of attendance the renter will be charged \$_75__per hour for the additional personnel for the entire length of the rental. This fee will be paid directly to the Officer on duty.

WAIVER

The organization or individual agrees to indemnify and save harmless Lake County History Center (LCHC), its officials, its agents and employees against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct of or management about the demised premises, or from any accident in or on the demised premises, and will further indemnify and save Lake County History Center (LCHC) harmless against and from any and all claims arising from any breach or default on the part of the organization in the performance of any covenant or agreement on the part of the organization to be performed pursuant to the terms of this agreement, or arising from any act or negligence of the organization, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action proceeding brought thereon; and in case any action or proceeding be brought against Lake County History Center (LCHC) by reason of any such claim, the organization upon notice from Lake County History Center (LCHC) covenants to resist or defend at organization/individual's expense such action or proceeding by counsel reasonably satisfactory to Lake County History Center (LCHC).

**I have read, understand and agree to abide by the
Lake County History Center Facility Rental Policies and Procedures.**

Name _____
(Lake County History Center/Renter)

Date ____December 1, 2022_____

Signature _____
(Lake County History Center/Renter)

Location____Barn_____

Date of Signature _____

Rental Date ____September 23, 23____

LCHS Representative Meghan Kane

Event Details

Signature ____MK_____
LCHS Representative

Setup _____

Party Start Time _____

End of Event time _____

Title Event Coordinator

Clean up of barn to be completed by renter

Revision approved 02/22

Save this copy for your records

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Location___Barn_____

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Rental Date ___September 23, 2023_____

LCHS Representative Meghan Kane

Event Details

Signature _____
MK
LCHS Representative

Setup _____

Party Start Time _____

End of Event time _____

Title Event Coordinator

Clean up of barn to be completed by renter

Revision approved 02/22

Revision approved 11/19

Please return this page to me along with your deposit.