

# **“The Enterprise Farmers Market” Operational Procedures**

## **I. Purpose:**

The following operational procedures are published for the information and guidance of all persons, firms, corporations, or civic organizations utilizing the facilities of The Enterprise Farmers Market.

## **II. General:**

The operation of this facility shall be in the total interest of the citizens of the City of Enterprise and its civic organizations. Operational procedures apply to all renters utilizing The Enterprise Farmers Market.

## **III. Operating Hours:**

### **Building rental hours for The Enterprise Farmers Market are as follows:**

Monday through Sunday - 8.00AM until 12.00 midnight

Saturday - 12.00PM until 12.00midnight (During Market Season)

The rental of the facility will be coordinated through the management of the Enterprise Civic Center.

## **IIII. Rental Classifications:**

### **Commercial/Private Individual Persons/Groups /Trade Shows/Exhibits:**

The rental rate per day shall be applied to all functions when renter is other than a tax-exempt non-profit or Civic organization.

Business License may be required for certain events according to City of Enterprise ordinances.

A copy of license must be presented prior to event date. The renter of the facility will also be charged 10% of gross receipts collected as admission and/or sales. This fee is above the regular rent charged and shall be paid at conclusion of event.

### **Non-Profit or Civic:**

Non-Profit or Civic rate per day may be applied to all functions where the sponsoring organization must be established as a tax exempt 501(c)(3) charitable organization and is exempt from payment of income taxes by federal, state and local law, and has been in existence for a minimum of six (6) month preceding the date of rental request. Each Civic Group, if not listed with the Chamber of Commerce, is required to present tax-exempt information prior to date of event.

### **Rental rates are as follows:**

\$200.00 for up to 4 hours

\$400.00 for up to 9 hours

After 9 hours an additional charge of \$50.00 per hour will apply

**V. Rental Agreements:**

Rentals are accepted on first come, first served basis. Rental fee includes basic room set-up and take-down only. All other fees will be charged at additional cost to the renter.

Rental agreements must be signed and returned to the EFM within \_30\_ business days of reservation. Agreements generated less than \_30\_ business days prior to the event must be signed and returned within 48 hours of reservation. Reservations for which a signed rental agreement and payment have not been received are subject to cancellation at the discretion of The Enterprise Farmers Market. The rental agreement is for the sole benefit of the renter and The Enterprise Farmers Market, and renter may not assign or transfer its obligations or rights under the agreement. Any assignment or transfer contrary to the provisions of the agreement will result in the cancellation of the event. Renter is responsible for all costs, expenses and reasonable attorney’s fees incurred by The Enterprise Farmers Market in enforcing the signed agreement.

Date and/or time change will require \_10\_ business days in advance and may be accommodated if space and staff are available.

Set-Up, decorating or rehearsal time is included in the rental rate. If a different date is needed, other than event date, the regular rate will apply.

Long-term facility use agreements can be negotiated and shall be subject to adjustment as to availability upon notice by the City of Enterprise.

Full time city employees only, to include appointed department heads and city elected officials, are able to rent the facility for the cost of the regular rental fees, excluding any other members of the family.

**VI: Tentative Reservations:**

The Enterprise Farmers Market will reserve a date tentatively for a period of two (2) weeks. Should another client request the same tentatively reserved date, the first client will be given 48 hours notice and must confirm the tentative reservation with a 50% deposit and adhere to all rules applying to these operational procedures.

**VII: Deposits:**

Advance deposit of \_50\_% of the total fee will be required in cash, check or money order when reservations are made and will be applied to total rental cost.

**VIII. Payment Terms:**

Payment is due in full at the time the rental agreement is signed. Bookings that are made less than \_30\_ business days prior to the scheduled event must be paid in full within 48 hours of receiving rental agreement. Cash, check and money orders are accepted.

**VIII. Cancellation Policy:**

EFM will issue refunds for cancelled reservations according to the following schedule:

More than <u>_60_</u> days before the scheduled reservation	100%
<u>_30_ - _60_</u> days before scheduled reservation	50%
Less than <u>_30_</u> days before the scheduled reservation	0%

#### X. Liability:

The Renter is responsible to obtain liability insurance and must present a certificate of liability insurance to cover the duration of the event within 30 days of the event. The liability must be for \$1,000,000.00 and can be obtained from an available insurance company of your choice. The certificate must name the City of Enterprise an additional insured. If documentation is not presented, The Enterprise Farmers Market has the right to terminate the rental agreement without obligation. Renter assumes all risk and liability for or on account of any property or equipment used or allowed on the premises inside or out and for any injury, loss or damage to any person or property in or upon said leased premises. The Enterprise Farmers Market will bill the renter for repair or replacement charges after the event. Renter further agrees to protect, indemnify, hold and save harmless the City of Enterprise, and it's employees, agents, representatives, council members, department heads, mayor and contractors ("Released Parties"), from and against any liability of whatsoever nature, arising out of the use, occupancy, and possession of said premises by renter or any one attending the premises during the term of rental of facility. Renter also assumes all risk and liability for or on account of injury, loss, or damage to any participant, spectator, persons in or visitors to the event, and other third parties associated with the event. Renter further covenants and agrees that he/she will not occupy or use premises, or permit the same to be occupied or used in such a way as to violate Federal, State or Municipal law, rule, regulation or ordinance, including the laws regulating sales and consumption of alcohol. Renter must be present at premises at all times during event.

#### XI. Excused Non-Performance:

The Enterprise Farmers Market is not liable for any failure to provide the agreed services or facility due to labor disputes, accidents, riots, war, government restrictions or requirements, or any other event of circumstance beyond the control of The Enterprise Farmers Market. Any such non-performance shall be excused and the rental agreement may be terminated without further liability, upon return of the renters deposit/payment rendered to event.

#### XII. Miscellaneous Regulations/Policies:

##### **1. Rental Application:**

Renters may be subject to a background check. City of Enterprise may require a rental application to be filled out prior to approval of event.

The EFM Management will notify the prospective Renter in writing or by phone whether or not the application has been approved. After preliminary review of the rental application, a financial statement may be required.

##### **2. Security:**

All functions at The Enterprise Farmers Market, scheduled by any person or group, between the hours of 5.00 p.m. to midnight require an Enterprise police officer for security. The fee of \$25.00 per hour with a minimum of 4 hours for this service must be paid at the time The Enterprise Farmers Market is scheduled. All fees need to be paid in advance and are refundable according to cancellation policy.

### 3. Alcohol:

Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable laws of the State of Alabama and City of Enterprise as long as the renter abides by the following rules:

- Renter agrees to purchase for all periods stated in rental agreement liability insurance, which shall include liquor liability coverage for a minimum coverage in the amount of \$1,000,000.00 in case of property damage, bodily injury, or death and listing the City of Enterprise as a additionally insured. Renter agrees to present documentation of coverage ten (10) business days prior to event day.
- Renter takes full responsibility for and hold the City of Enterprise and "Released Parties" harmless from ALL liability arising from the serving and consumption of alcoholic beverages.
- If renter hires a caterer/bartender or any other person or entity, who will be serving alcoholic beverages at The Enterprise Farmers Market, the renter must insure that said person and/or entity are covered under the liability insurance policy, which shall include liquor liability coverage.

### 4. Rental facility clean-Up:

In addition to the deposit, a clean-up deposit of 50% of rental fee is required to be paid at the time rental agreement is signed and will be refunded if clean-up procedures are adhered to. Non-adherence will result in forfeiture of deposit.

Clean-Up is the responsibility of the renter and requires the rental area (building and grounds) to be left in the exact condition as upon arrival, including any hallway or restrooms used by group or individual within the hours of rental agreement. After the event, the rental facility will be inspected by Farmers Market staff and renter. Clean-Up time will be counted within the hours of rental agreement.

### 5. Catering Service:

The Enterprise Farmers Market will not enter into contract for any catering service. All arrangements for food and service will be between renter and the licensed caterer. All supplies needed for the event (dishes, table linens, paper and/or plastic products etc.) have to be furnished by caterer. Set-Up time for caterer is determined by renter according to rental agreement. Caterers will not be permitted in the building prior to the rental start time. All catered food has to be prepared prior to event and will be set up in designated areas. The use of designated area is for quick food prep only. Caterer/Renter is responsible for all food and trash removal. All trash must be removed immediately from the premises. Dumpsters are provided in designated outside area. The caterer/renter is asked to remove all food and equipment and thoroughly clean the used areas of the facility and dumpster area prior to the rental end time. EFM reserves the right to condemn certain caterers who have proven not to follow general guidelines set forth by EFM staff. Propane BBQ's can be brought onto premises and have to be set up in designated outside area. Renter will be held financially responsible for any and all damage caused by caterer and/or failure of caterer to adequately clean up used facility. All caterers must have a current business license and insurance.

**6. Kitchen Use:**

Use of the kitchen is free of charge and for quick prep and/or warming of food only. Cooking of food is not allowed. Clean-up deposit includes the use of the kitchen and will be refunded if clean-up procedures are adhered to. Non-adherence will result in forfeiture of deposit. Clean-Up is the responsibility of the renter/caterer and requires the kitchen to be left in the exact condition as upon arrival. After the event, the kitchen area will be inspected by Farmers Market staff and renter. Clean-Up time will be counted within the hours of rental agreement.

**7. Room Set-Up:**

EFM Maintenance staff will set up facility in advance according to the chosen set-up options, unless specific arrangements are made at time of reservation. Event organizer may provide assistance in room arrangements to obtain Set-Up desired. Set-Up of facility will be done to stay within compliance of fire code guidelines.

**8. Room Decorating:**

**Decorating of interior or exterior surfaces of The Enterprise Farmers Market is prohibited.**

If decorating takes place on a day prior to the event date the regular rental fee will apply for each day that is booked in addition to event date.

Materials not allowed during rental include birdseed, rice, confetti, dance wax, water guns, silly string and fog/smoke machines and any other type of materials that could cause damage to interior/exterior. To stay within fire code guidelines, candles are only allowed if flame is covered by a glass container. No flammable materials with the exception of birthday candles are allowed. Decorations can be brought in and may be displayed on tables and/or easels. Any other decorations brought into the facility may be displayed as free standing decorations only. Decorating of walls with tape, tags, staples, nails or any other materials is not allowed. At the end of the event renter is responsible to remove all decorations within the hours of rental agreement.

**9. Rehearsals:**

Rehearsals, technical rehearsals or other occupancy must be scheduled and approved prior to the event, within the hours scheduled in rental agreement. If rehearsals take place on a day prior to the event date the regular rental fee will apply for each day that is booked in addition to event date.

**10. Audio/Video and Technical Need:**

All standard audio, video, sound and light inventories will only be operated by Farmers Market staff, unless technical equipment is brought in by renter.

**11. Chaperones:**

All functions held in behalf of minors will be reserved by a responsible adult and will be well chaperoned to address crowd control. The numbers of chaperones will be determined by number of minors expected for the function (Ratio 1:15). Chaperones will be held responsible.

**12. Equipment/Personal Property:**

No equipment may be brought in to The Enterprise Farmers Market without prior approval. Objects/equipment for exhibit or other items including personal property brought into the event room are there at the risk of the event organizer. The City of Enterprise, Farmers Market or staff will assume no liability for loss, stolen, destruction, or damage to or of such objects.

**13. Inflatable Toys:**

Inflatable toys are permitted on outside of premises with prior approval only.

14. **Illegal substances are not permitted on premises**

15. **All tobacco use is prohibited inside the facility, except designated outside areas**

16. **Weapons:**

The Enterprise Farmers Market bans any type of weapons from premises.

17. **Music/Entertainment:**

Arrangements for entertainment and/or music must be approved by Farmers Market management.

18. **Vendors:**

All outside vendors, caterers, musicians, photographers and any other outside professionals participating in an event must present a business license to the Farmers Market office ten (10) business days prior to event date.

19. **Load-In and Load-Out:**

All Loading will be performed from designated area only at time renter has specified in rental agreement for this purpose. Farmers Market staff is not available for load-in or load-out. All property must be removed from the premises at the end of event time specified in rental agreement. Any items left for more than 48 hours will be deemed abandoned. Farmers Market staff will not perform any storing, packing, or shipping duties.

20. **Deliveries:**

Deliveries may only be made on the event date during designated hours agreed in rental agreement as to not conflict with The Enterprise Farmers Market events and operations. The Enterprise Farmers Market reserves the right to refuse any delivery or set-up that does not arrive at the designated time agreed in rental agreement.

21. **Postings:**

Signs and posters must have permission from The Enterprise Farmers Market prior to posting in/out of facility.

22. **Animals:**

Animals are prohibited in facility and on outside premises during an event, except those who aide the disabled.

23. **Children:**

Children must be strictly supervised by parents/guardians/chaperones.

24. **Parking:**

Event parking is available in the designated parking areas. Renter is responsible for clean-up of parking area after event. Parking of any vehicles of persons not attending an event is prohibited at all times.

The City of Enterprise reserves the right to amend these operational procedures at any time at its sole discretion.

Renter has read and thoroughly understood these operational procedures for The Enterprise Farmers Market and agrees to abide by them as part of the rental agreement.

Signed by Renter: \_\_\_\_\_

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

Printed: \_\_\_\_\_