

# Columbus Santa Maria Inc. (CSMI) ALCOHOL SERVICE AGREEMENT

There is a non-refundable deposit based on total fees due to reserve the ship and hold your date. The permit holder (person/organization) must be a responsible adult, 21 years of age or older with proof of identification, and must sign this agreement in person prior to the event in order to receive this privilege.

CSMI will accept a valid driver's license or other valid State of Ohio picture identification as a substitute for a driver's license. The permit holder (person/organization) must also sign this form, which will be kept on file as proof of acceptance of any liability associated with the privilege of serving alcohol on the rental premises.

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

Phone: *home:* \_\_\_\_\_ *work:* \_\_\_\_\_ *cell:* \_\_\_\_\_

Type of Identification Shown: \_\_\_\_\_  
(Ohio drivers license, State ID, etc.) (ID number)

Date of Rental: \_\_\_\_\_ Time: *from:* \_\_\_\_\_ *to:* \_\_\_\_\_

Deposit:        *amount:* \_\_\_\_\_                                *date:* \_\_\_\_\_

Balance:        *amount:* \_\_\_\_\_                                *date:* \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT MADE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ by and between

Columbus Santa Maria, Inc, (CSMI), and

\_\_\_\_\_ (the "Lessee"),

With his/her residence at: \_\_\_\_\_

\_\_\_\_\_

WHEREAS, the Council of the City of Columbus has authorized, through ordinance number 1125-2005, the discretionary use of alcohol service related to certain rental facilities.

NOW, THEREFORE, IT IS AGREED:

I. General Conditions.

- A. Once this agreement is signed and in place, the general rule prohibiting alcohol on the general rental agreement is waived and replaced with the conditions stated in this agreement.
- B. Ordinance 1125-2005 directs that the alcohol service privilege that this agreement authorized for the Santa Maria, must be contracted with the CSMI preferred caterer for the service of beverage concierge. The Lessee may use another caterer for food and other related services with the exception of the dispensing of alcohol.
- C. All dispensing of alcohol must cease at least 30 minutes prior to the end of the rental time.
- D. No one under 21 may be served or consume alcohol.
- E. Lessee and beverage concierge must comply with all City ordinances and State statutes, including Ohio Liquor Control policies and guidelines.
- F. The Lessee agrees to limit the amount of guests to the number of people the facility is rated to serve.
- G. The Lessee agrees to accept responsibility for keeping guests with alcoholic beverages contained to the area designated for alcohol consumption. The preferred beverage concierge or CSMI reserve the right to escort any visitor off CSMI premises who appears to be intoxicated or is disruptive to the safety or enjoyment of Event participants, or CSMI staff. However, the Lessee acknowledges and agrees to assume all responsibility and care for assuring their guests arrive home safely.
- H. Alcohol may not be sold (no cash bars), and no money or tickets may exchange hands on the premises.
- I. CSMI Management reserves the right to require the use of security officers paid for by the Lessee.

II. INDEMNIFICATION / DAMAGES

READ THESE PROVISIONS CAREFULLY. THEY ARE LEGALLY BINDING.

- A. Lessee shall be responsible for any damage to the CSMI premises and property cause by Lessee or its guests and Caterer's agents or employees. Damage done to the facility and/or grounds shall be charged at current replacement cost plus labor costs for replacement. This paragraph does not constitute CSMI's sole remedy.
- B. Lessee assumes all liability for any injury to persons or damage to or loss of property, which injury, damage, or loss is directly or indirectly related to the Event, including without limitation, liability arising directly or indirectly from the dispersion of alcoholic beverages at the Event. Lessee shall indemnify, protect and hold harmless CSMI and all of its trustees,

- C. offices, agents, employees, volunteers and members thereof, against claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney fees and other costs of defense) of any nature, kind or description brought for or arising from, or on account of any injuries or damages received by any person or property, resulting from any negligent acts, errors, omissions by the Event Caterer or any person directly or indirectly related to the Event unless such liability is attributed solely to intentional acts of CSMI. Lessee agrees that this indemnification represents a material consideration to CSMI, without which CSMI would not enter into this Agreement.

Lessee acknowledges Lessee has read and understands the above Indemnification and Damage clauses. Lessee further acknowledges that Lessee has had an opportunity to review these provisions.

III. MISCELLANEOUS

- A. Extent of Agreement. This Agreement and the associated rental agreement represent the entire and integrated agreement between CSMI and the Lessee and supercede all prior negotiations, representations, or agreements, either written or oral. There are no other agreements, either written or oral between the parties. This Agreement may be amended only by an amendment prepared by CSMI.
- B. Governing Law. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction.
- C. Sever ability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application there of, and each such manner and to the full extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LESSEE:

CSMI agent:

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(printed)

Name: \_\_\_\_\_  
(printed)