

Columbus Santa Maria Inc.
BEVERAGE CONTRACTOR AGREEMENT
Permit and Rental Services Section
Revised for 2009

This agreement is entered into between the Columbus Santa Maria, Inc. (herein after referred to as CSMI) and _____ (hereinafter referred to as Contractor), with its principal place of business at _____.

WHEREAS, CSMI desires to maximize the rental value of the ship with catered events which require specialized beverage services of the Contractor, and;

WHEREAS, notwithstanding CSMI's desire to maximize the rental income derived from the ship, CSMI wishes to insure that its renting customer has a reliable and high quality beverage service available to them to enhance services available.

WHEREAS, the Contractor has represented to CSMI that it is in the business of providing a beverage concierge service (professional bartending) and possesses the necessary experience and expertise to provide quality beverage services in compliance with all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Contractor and CSMI agree as follows:

1. AGREEMENTS OF THE CONTRACTOR

A. Term of Agreement

This agreement is for the rental period of one year, _____ until _____ 2008, and is effective with all rights and obligations hereunder commencing upon execution hereof by both parties. The contract shall be renewed annually.

Customer rental fees for CSMI premises shall be paid directly to CSMI (Permit and Rental Services Section). When a renting customer uses the Contractor's service, the transaction will be between the renting customer and the Contractor directly, and the renting customer will pay the Contractor's fees directly to them.

B. Licenses and Permits

The Contractor will maintain current food service licenses and any other permits as required by applicable law and regulations, **and will submit current copies to CSMI**. The Contractor will also comply with all applicable laws and regulations in the delivery and performance of the beverage services.

D. Damages

CSMI reserves the right to pursue all legal remedies and forms of redress available to recover costs for damages related to the premises.

F. Insurance and Indemnity

1. The Contractor shall indemnify, protect, defend and hold harmless CSMI and all of its trustees, officers, agents, employees and members from and against all 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, reckless aggravated carelessness, errors, or omissions of the Contractor, its employees, agents, subcontractors, their employees or agents, or any other representatives of the Contractor in providing the services.
2. The Contractor agrees and is required to maintain in full force and effect, from the date of this Agreement through the period for which services are rendered, and to carry the following minimum insurance coverage in the manner and amount as specified below.
3. The insurance coverages specified herein are intended to protect CSMI from claims for personal and bodily injury, death, disease, and damage to tangible property including loss of use, arising in any manner from negligent acts, reckless aggravated carelessness, errors, or omissions of the Contractor, its employees, agents, sub consultants, their employees or agents, or any other representatives of the Contractor involved in providing the Contract Services.
4. CSMI, its trustees, officers, agents and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the Contractor, its officers, employees, sub consultants or any agent of any of them, and the obligations of the indemnity agreement recited above shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified.
5. Certificates of insurance shall be provided to CSMI in the same manner and form as the insurance policies as set out above, and kept current providing updated copies to CSMI.
 - a. **General Liability:** The Contractor shall obtain and maintain insurance coverage of not less than One Million Dollars (\$1,000,000) per occurrence in respect of any liability for personal injury and/or property damage arising out of the conduct of the Contractor, and its employees, agents, or customers, including product liability and liability arising directly or indirectly from the sale or dispersion of alcoholic beverages at the event, while on or about the facilities and/or during or as a result of an event scheduled or catered by the Contractor. The Contractor shall indemnify and hold CSMI harmless from and against liability, claims, judgments, losses or expenses, including reasonable attorneys fees and other costs of defense and shall provide CSMI with satisfactory evidence of having obtained the foregoing insurance within thirty (30) days after the execution of this Agreement or thirty (30) days before the Event, whichever comes first. ***The City of Columbus shall be named an additional insured, and that a policy number is identified, policy effective dates are identified and consistent with current operations.***
 - b. **Automobile Liability:** The Contractor shall maintain insurance coverage for automobile liability covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the Contractor for the conduct of the Contractor's business, for an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. Coverage shall be written to cover the assumed liability of the indemnity as recited in Section F. above.
 - c. **Excess/Umbrella Liability:** The Contractor shall maintain insurance coverage for excess/umbrella liability for an amount not less than One Million Dollars (\$1,000,000) and each occurrence and also for aggregate coverage. ***The City of Columbus shall be named an additional insured, and that a policy number is identified, policy effective dates are identified and consistent with current operations.***
 - d. **Worker's Compensation:** The Contractor will maintain workers' compensation coverage in compliance with Ohio's Workers' Compensation laws, and any other

applicable Workers' Compensation or disability laws as required by law. The Contractor shall provide proof of such coverage in the certificate of insurance noting that the workers compensation and employers' liability are covered, that a policy number is identified, that policy effective dates are identified and consistent with current operations, and that the Contractor has workers compensation coverage for the statutory limits, for each accident, disease for each employee and disease policy limit for \$1,000,000.

- e. **Liquor Liability:** The Contractor shall maintain insurance coverage for liquor liability for an amount not less than One Million Dollars (\$1,000,000) per occurrence.

G. General Obligations

1. Contractor shall exercise due care and caution in its operations and in providing its services at the facilities, and will exercise due care and caution with respect to the security of the CSMI during the course of said operations.
 - a. All facilities are non-smoking facilities, including but not limited to the ship and immediate proximity of the ship per City ordinance. Please inform any staff and guest that cigarette/cigar smoking is permitted only outside of any site.
 - b. Contractor shall be responsible for maintaining, cleaning and restoring the ship to the same condition found prior to setup and providing the services with respect to the services rendered. This includes all routes to and from rented areas and all spaces used for the event or event preparation as applicable. The CSMI staff will assist with set up for provided tables and chairs. Contractor is responsible for all clean up of the beverage service area, including the removal of all trash from their beverage service area or as otherwise directed in writing by the CSMI. Contractor is responsible for returning all CSMI equipment to the designated storage areas as applicable. Contractor is responsible for providing proper cleaning supplies, trash containers and bags for their beverage stations as applicable. All trash must be taken with them, can not be left in he park.
 - c. Contractor shall demonstrate complete compliance with all applicable local health and fire codes and provide proof of inspection to CSMI prior to the commencement of each event. Contractor acknowledges and agrees that the failure to do so will result in CSMI's immediate cancellation of the service, without liability to CSMI, their trustees, officers, employees or agents.
 - d. Motorized vehicles are not permitted in the grass areas of the site. Their use must be approved, in writing, in advance, by the CSMI.
 - e. Contractor will be charged One Hundred Fifty Dollars (\$150.00) per day for storage of any equipment if not removed from the premises of any facility.
 - f. All equipment left for next day pick-up must be stored where approved by CSMI on CSMI premises if such can be arranged, but CSMI is not obligated to store any private property at any time. CSMI is not responsible for any equipment left on the premises of any facility.
 - g. Any items associated with the beverage service not cleaned must be enclosed in trash bags provided by the Contractor to avoid the attraction of pests and maintain the cleanliness of the CSMI Premises. Beverage related trash can not be left in the park and must be removed from the facility and park.
 - h. All service must be concluded in sufficient time to dismantle any equipment and vacate the premises by no more than thirty (30) minutes after the conclusion of the designated event time.
 - i. The Contractor agrees to cease alcohol service to customers at least thirty (30) minutes prior to the end of the customer's rental time.
 - j. A professional bartender or beverage concierge, employed by the Contractor, must serve alcoholic beverages in accordance with all applicable laws and regulations. Alcoholic beverages cannot be sold on any facility premises or served without

required permits or in violation of applicable laws. Lessee/Renter shall strictly comply with all State of Ohio liquor laws and other laws and regulations as may be applicable to the event. Alcoholic beverages are permitted only on the ship. The professional bartender and Contractor are responsible to manage all guests, to remove or properly address any persons who become visibly intoxicated, and to make arrangements for such guests to leave the premises safely. The Contractor will ensure that only personnel who have received alcohol-awareness training should serve alcohol and that serving staff should successfully complete a TIPS (Training for Intervention Procedures) course or equivalent, and that all of the Contractors' staff on the premises are encouraged to receive the training.

2. Contractor shall be personally responsible for performance under this Agreement and all work performed by any subcontractors shall be at the Contractor's expense and Contractor shall be fully responsible for any acts or omissions of any such subcontractors and compliance with the terms of this Agreement and any applicable laws and regulations. Contractor shall notify CSMI if it intends to subcontract any of the services, identify the subcontractor and provide CSMI with a copy of any subcontracting agreement and list of employees, staff or agents twenty (20) days prior to any event.
 - a. For security purposes, listing of contractor staff, delivery personnel and other persons working the event must be provided to the CSMI at least twenty-four (24) hours prior to the event.
 - b. Contractor is permitted into CSMI facility at the scheduled rented time. CSMI staff may be engaged in clean up activities if previous rental block has been rented. Earlier entry for any reason is not permitted. If additional preparatory time is needed, additional rental hours can be added (with permission of CSMI and the Renter) to the Renter's balance due, at the appropriate rental fee.
 - c. The CSMI has no Contractor's preparation room No additional contractor's tables or setups, or event tents are permitted on the CSMI premises unless agreed upon with the CSMI thirty (30) day prior to the event.

H. Subject to the prior approval of CSMI, Contractor may utilize on-premises

CSMI facility and delivery areas may be used as specifically directed by CSMI for the proper servicing of the event. Contractor shall be responsible for any loss, damage, or incidents of theft of or to any CSMI facility or property contained in or about such facility.

I. It is the policy of CSMI to provide equal opportunity in employment. No person will be discriminated against in employment because of race, religion, color, sex, age, national origin, disability, or marital status. All contractors serving within this facility must adhere to this policy.

The Contractor further agrees that pursuant to the mandates of Section 3909.01 of the Columbus City Codes (1959), he is obligated as follows:

"The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places, available to employees or applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause."

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that the Contractor is an equal opportunity employee. It is the policy of the City of Columbus that business concerns owned and operated by minority and

female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the City.

The Contractor shall permit access to any relevant and pertinent reports and documents by the Administrator of the Equal Business Opportunity Office for the sole purpose of verifying compliance with this Article, and with the regulations of that Office. All such materials provided to the Administrator by the Contractor shall be considered confidential.

The Contractor will not obstruct or hinder the Administrator or his deputies and assistants in the fulfillment of the duties and responsibilities imposed by Article I, Title 39 of the Columbus City Codes.

The Contractor will include a summary of this Equal Opportunity Clause in every subcontract. The Contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause. The Contractor agrees to refrain from subcontracting any part of this contract or modification to a contractor not holding a valid certification number as provided for in Article I, Title 39 of the Columbus City Codes.

Failure or refusal of a contractor or subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this contract.

Pursuant to Section 361.34, Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all City income taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries and commission paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due under said chapter for service performed under this contract (Ord. 1516.61)."

- J. CSMI has no exclusive beverage product agreement at this time for the facilities covered under this agreement. CSMI reserves the right to change this, but agrees to provide at least 30 days notice to the Contractor, should an exclusive beverage agreement be made.**
- K. Contractor acknowledges and agrees that this Agreement does not provide any exclusive rights to Contractor with respect to facility premises, and does not obligate the CSMI to utilize Contractor for any event to be held at the facilities.**
- L. Events that are scheduled outdoors at the facility are held rain or shine. In the event of rain, the Contractor and Customer must plan accordingly. CSMI must comply with City code for occupancy and fire regulations and facilities may not be over crowded. Precautions of temporary shelters, the curtailment of certain activities, or other rain alternative should be considered and must be approved by CSMI during the planning process.**

II. AGREEMENTS OF CSMI

- A.** CSMI shall provide to the Contractor use and access, as may be reasonably necessary and approved by CSMI, to those portions or areas facility premises, being rented for the catered event and the restrooms, and common areas associated with the area rented by the Renter for the catered event.
- B.** CSMI, after prior review and approval, shall permit the Contractor to bring onto facility portable equipment, additional tables if necessary, additional chairs if necessary, and furnishings necessary for its business, which equipment may be removed, without damage to CSMI facility, at any time. CSMI shall not be responsible for any loss, damage, or theft of or to such property. The contractor must remove any and all equipment at the end of the customer rental time, and all items must be out within thirty minutes after that.

III. CONTACTS / NOTICE

- A.** The contact person for the contractor with authority to make all decisions with regard to this Agreement is _____, who may be reached at the following address and phone numbers:
 Address: _____
 Phone(s): _____
 Email: _____

- B.** The contact person for CSMI with authority to make all decisions with regard to this Agreement is _____, who may be reached at the following address and phone numbers:
 Address: Columbus Santa Maria Inc., 1111 E. Broad Street LL, Columbus, OH 43205
 Phone(s): _____
 Email: _____

IV. MISCELLANEOUS

- A.** Extent of Agreement. This Agreement represents the entire and integrated Agreement between CSMI and the Contractor and supersedes 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 and signed by both CSMI and the Contractor. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- B.** Governing Law. This Agreement shall be governed by the law of the State of Ohio to 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 provisions, 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 thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

DEPARTMENT AGENT:

CONTRACTOR:

By: _____
(signature)

Name: _____
(printed)

Date: _____

By: _____
(signature)

Name: _____
(printed)

Date: _____