

The Barn @ Evergreen Memorial Park & Recreation Association Vendor Agreement

Evergreen Memorial Park & Recreation Association requires all Vendors assisting events at *The Barn* to review and acknowledge receipt of EMPRA's Policies. As a Vendor who assists events hosted at *The Barn*, you are required to review, sign and return the following EMPRA Vendor Agreement. Please keep a copy on file for your reference and records. Please review the enclosed Policies with each Renter who books an event at *The Barn* to make sure that you all understand and will abide by these policies. If you as a Vendor chose to ignore EMPRA's Policies, it will be the Renter who is penalized and pays for the violation of EMPRA's policies. If Vendor violates EMPRA's Policies, EMPRA has the right to cancel this and any future Vendor Agreement and deny Vendor from performing any services at The Barn. This Vendor Agreement is subject to change and must be renewed on a yearly basis with EMPRA. We wish to thank you for assisting Renters during their special events at *The Barn*.

**ALL VENDOR AGREEMENTS MUST BE RECEIVED BY EMPRA
NO LESS THAN 30 DAYS PRIOR TO EVENT.**

TIME BLOCK POLICIES

- ❖ No Time Blocks may start before 9:00AM.
- ❖ Time required for setup and cleanup by party must be included in TIME BLOCK. EMPRA requires the event conclude at least one hour before the end of the time block to allow time for cleanup by the Renter or designated outside party.
- ❖ ALL TIME BLOCKS MUST END AND EMPRA'S GROUNDS MUST BE VACATED BY 11:00PM. RENTERS, CONTRACTORS AND THEIR EQUIPMENT MUST BE COMPLETELY OUT OF THE FACILITY BY THE END OF RENTAL TIME. RENTER AGREES THAT THE HOURS STIPULATED WILL BE STRICTLY ADHERED TO. NO EARLY ARRIVALS ARE PERMITTED.
- ❖ A charge of \$200.00/ ½ hr minimum must be paid prior to doors being opened for early drop-off, or early arrivals, or for late departures.

SETUP, CLEANUP, DECORATING AND OUTSIDE RENTAL EQUIPMENT POLICIES

- ❖ Rental includes use of The Barn facility, use of available tables and chairs inside, and The FIELD for the agreed upon time block. Depending on the type of Contract the Renter signed, EMPRA Staff may arrange the initial set-up of EMPRA's chairs and tables or the Renter may be responsible for and provide ALL setup and takedown of chairs and tables per the approved floor plan for (1) of the following: The FIELDS or The Barn, before the Renters scheduled arrival time. Any furniture rearrangement required after the original setup by EMPRA's staff is the Renters responsibility. For outside events, please have a plan B ready in case of inclement weather. Any floor plan changes due to inclement weather need to be discussed with EMPRA's staff at least 2 hours prior to scheduled arrival time. Last minute changes to the setup up prior to scheduled arrival time and after arrival are the responsibility of the Renter. LIFT all tables to move, DO NOT PULL across the wood floor. Only plastic tables may be placed outside or on decks and all tables and chairs must be brought inside after event.
- ❖ Renter is required to leave the premises (The Barn and/or The Field) clean and ready for the next event. This includes but is not limited to:
 - Tables wiped free of debris
 - Chairs wiped free of debris
 - Taking down of all tables and chairs
 - All trash removed inside and outside The Barn & removed from EMP grounds.
 - All Rental Equipment placed outside The Barn
 - Floors swept and spot mopped
 - Kitchen & bar are floors swept and mopped
 - Restroom area floors swept and mopped
- ❖ Additional cleanup after the event that is deemed necessary by EMPRA Staff will be assessed a fee of \$100.00/hr. Any trash left behind will be charged \$8.00/bag. All furniture placed outside, on the deck, or on grass must be brought inside.
- ❖ It is the RENTERS RESPONSIBILITY to inform all caterers, musicians, florists, contractors, guests and family members of the specific times and nature of this Rental Agreement, and of all loading/unloading and parking areas. Renter is responsible that ALL EVENT PARTICIPANTS, VENDORS, SUB-CONTRACTORS, and ATTENDEES observe all aspects of this Agreement and all EMP & EMPRA Policies. Renter is advised that EMPRA will not be responsible for any items brought by rental companies, the Rental party or attendees, nor will EMPRA Staff sign for any deliveries. It is the Renters responsibility to receive, set, move, take down, and load as received for pickup. **Since other EMP events may be held prior to or after Renter's scheduled time block, The Barn cannot receive ANY early drop-off's, and ALL early drop-offs will be refused.** A charge of \$200.00/ ½ hr minimum will be deducted from the Renters damage deposit for early drop-off or arrivals. A Fee will be charged for anything left

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overnight for morning pick-up. It is the Renter's responsibility to coordinate with all rental drop-offs and inform rental companies of EMPRA's policy. If rental equipment must be moved by EMPRA Staff due to an event following Renter's event, Renter will be charged a minimum of \$250.00.

- ❖ Interior decor. All items currently in The Barn are secured and are not to be moved or removed, including storage areas. Renter may add PRE-APPROVED items for decor. EMPRA Staff will be applied. Outside decor must be weighted/secured to prevent flyaway. The best way to secure/attach items is with flower wire. Please call EMPRA Staff in the planning process if you are unsure of what's acceptable and what's not.
- ❖ The Barn reserves the right to have advertising displayed and visible through brochures, business cards and policy signage at all times, during any event.
- ❖ Renter is the responsible party for any damage to the facility or grounds arising from the event, whether or not in excess of the damage deposit.

THE FOLLOWING ITEMS ARE NOT PERMITTED AT THE BARN

- ❖ NO CANDLES, NO glitter, table glitter, stars, confetti or anything of the like may be used, Only existing wall plugs may be used. No rewiring for any reason. No fireworks, luminaries or tiki torches are permitted on the premises. NO cardboard chafing dishes or oil lamps. NO smoking, fog, bubbles, or bubble machines are permitted in the building. NO helium balloons, confetti or glitter may be used as decoration in or outside of the facility. NO fish, birds, or insects may be brought to or released into the park. NO feeding or harassing of wildlife.

THE FOLLOWING ITEMS ARE PERMITTED AT THE BARN with QUALIFICATIONS

- ❖ Sparklers are only permitted when pre-approved by EMPRA Staff and a written approval is provided from the local Evergreen Fire District the week of the event.
- ❖ Only birdseed and flower petals (not silk) may be thrown outside of the building (no rice). Renter MUST sweep off sidewalks and walkways. Failure to do so will result in an additional cleanup fee of \$100.00/hr minimum if deemed necessary by EMPRA Staff.
- ❖ Barbecue grills and gas-cooking devices may only be used on the gravel road outside the facility, and then only in predesignated grilling areas. Grilling is not permitted on decks. If grease or any other fluid is left and stains the ground, there will be an additional cleanup fee of \$100.00/hr minimum if deemed necessary by EMPRA Staff.

SPECIAL REQUESTS

- ❖ Any special requests that extend beyond provisions of this contract need to be presented to EMPRA for approval in advance of the event, preferably at the time of contract signing. If additional requests need to be made after the contract is signed, those requests need to be presented to The Barn Management for approval in writing no less than 24 hours prior to the event itself. All last-minute requests must be presented to EMPRA for its approval in writing. Additional fees may apply for special requests.

ALCOHOL POLICY

- ❖ Maximum time alcohol service may be available at any event:
 - * 4 hour maximum for 6-8 hour time blocks
 - * 6 hour maximum for 10-12 hour time blocks
- ❖ Special arrangements must be made with EMPRA and Bartender if Renter desires alcohol to be available to wedding party prior to event and Bar Open time.
- ❖ If the Renter plans to have ANY alcohol available to the Wedding Party in the Bride's Room and/or Groom's Room, or available to the Bridal Party and/or family members during the setup time at The Barn, it must contract with their insured bartending service to serve ALL alcohol during the specified time in addition to the Open Bar time.
- ❖ A Renter hosted bar, may be provided to their guests. **No cash bar will be allowed.** A pre-approved, insured bartending service must dispense ALL alcoholic beverages, kegs and all poured drinks (including toasts) must be under supervision of the insured bartending service at all times.
- ❖ Renter understands that it is the Renter's responsibility to assure that the dispensing of alcoholic beverages is in compliance with Colorado State Liquor Laws. No alcoholic beverages may be removed from the building, or must not leave the grounds.
- ❖ It is the Renter's responsibility to procure an insured bartending service for the event during open bar time (including during setup and cleanup), and to submit the name of the bartending service and a copy of the bartending service or bartender's Liquor Liability Insurance to EMPRA at least 90 days prior to the event date. If Liquor Liability is not received, alcohol will not be allowed at the event.
- ❖ No alcohol may be brought on to EMP grounds that is not dispensed by the contracted insured bartending service during open bar time (including during setup and cleanup). All alcohol must be secured in EMPRA's designated area prior to the bartending service arrival time and after bar closes. Kegs will not be tapped until bartending services arrives and taps will be removed when the bar closes. Alcohol and taps will be released to the designated person upon departure from EMP grounds.
- ❖ Alcohol service may not start until after ceremony ends.
- ❖ Alcohol service must be shut down 45 minutes before the end of event prior to cleaning time. **NO EXCEPTIONS.** Last Call must be made no less than 30 minutes before bar shut down (no later than 8:45pm). EMPRA reserves the right to change the alcohol service availability times. All alcohol service must end 1 ¼ hours prior to end of reserved time block. No alcohol may be served after 9:15 PM.

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- ❖ No Shots are allowed at any time.
- ❖ Mats must be used under bar/beverage areas to protect floors.
- ❖ Kegs are only allowed downstairs in the walkout basement area and must be enclosed in leak proof containers with can liners.
- ❖ If you are planning a cash bar, a special use permit issued by Jefferson County is required (*Non-Profit Events ONLY*). Please note that this process takes at least 90 Days.
- ❖ The Renter agrees that if EMPRA Staff observe the consumption of alcohol by anyone on the grounds before or after it is permitted or any alcohol not served by the measured bartending service, a warning will be given. If further consumption is observed, EMPRA reserves the right to withhold the Rental Party's damage deposit and/or the immediate termination of the event. This also includes any alcohol in the Brides Dressing Room, the Groom's Dressing Room, and any vehicle on EMP grounds. Self-Service of any alcohol at any time and in any form during Renter's Time Block is NOT permitted.

REHEARSAL

- ❖ Renter understands a separate Rehearsal (1½ hours for \$150.00) may be reserved no earlier than 30 days prior to the above referenced reserved event date and is based on date and time availability of the Barn and/or Field. No setup or decorating allowed during the rehearsal time. Payment for the Rehearsal will be due at the time of confirmation of availability for the Rehearsal. Reserved Rehearsal time will be strictly adhered to. Early arrivals or extended Rehearsal time without prior arrangement will be charged \$200.00/ ½ hr minimum.

ADDITIONAL INFORMATION

- ❖ Vendor understands there is NO alternate power source available at The Barn, and EMPRA is not responsible for any loss of power to the building at any time, due to circumstances beyond our control.
- ❖ Vendor understands that Evergreen Memorial Park, The Barn and the surrounding grounds are under 24 hour video surveillance.
- ❖ Evergreen Memorial Park and Recreation Association reserves the right to modify interior and exterior fixtures, settings and landscapes at any time.
- ❖ Any photos taken by staff become property of EMPRA, and may be used for promotional materials.
- ❖ Vendor acknowledges that Evergreen Memorial Park and its surrounding acreage serves many functions (Funeral Home, Cemetery, Crematory, Pet Cemetery, Wild Game Ranch and Event Center). The grounds are open to the public, and Renter may not be the only event held at Evergreen Memorial Park on the reserved date. The Renter will be the only Event in progress at The Barn and The Field area (if reserved) during the reserved time block, however, other uses and events may and will continue as necessary on the surrounding acreage.
- ❖ Vendor understands that the buffalo, elk, fallow deer, yak, water ways, reservoir and pond enclosures are off limits to the Renter, all event participants, vendors, sub-contractors and attendees.
- ❖ Vendor understands that any animal brought on to EMP grounds by Renter or attendees must be on a leash at all times and under control of owner at all times. Renter and/or attendees are responsible for any damages as a result of said animal and responsible for cleaning up any messes made by said animal.
- ❖ Vendor agrees that smoking of any kind (including but not limited to cigarettes, cigars, pipes, vaping, or any other types of smoking or smoking devices) is not permitted within The Barn building or within a 15ft perimeter surrounding The Barn. Smoking is only allowed in Designated Areas.
- ❖ Vendor agrees that consumption of marijuana in any form is prohibited at Evergreen Memorial Park or its surrounding acreage.
- ❖ Vendor agrees that no illegal activities (state or federal law) are allowed at Evergreen Memorial Park or its surrounding acreage.
- ❖ Vendor agrees that it and its employees will not consume alcohol while working an event at The Barn.

CODES, ORDINANCES, PARKING, FINES

- ❖ Fire Department Exit Codes will be strictly enforced for table and chair placement, keeping Fire Lanes open. Only approved floor plans can be used. Common floor plan samples are available. No activity at The Barn can interfere with the fire alarm sensors/lasers or Renter will be charged for the false alarm+Fire Department response fees and/or any fines incurred.
- ❖ No activity at The Barn can interfere with the fire alarm sensors/lasers or Renter will be charged for the false alarm+Fire Department response fees and/or any fines incurred.
- ❖ To be in compliance with the Jefferson County Noise Ordinance and Jefferson County Event Permit, EMPRA requires that events end by 10:00 pm and the building cleaned and empty no later than 11pm. Renter understands EMPRA's Staff will have complete control over the volume of any music or noise-making device. The EMPRA's Staff has the authority to open or close any windows and doors at any time, or to require they remain open or closed at any time.
- ❖ Parking may be limited. Parking in fire lanes, handicap parking or other posted "no parking" areas may result in vehicles being towed at the owner's expense.
- ❖ Any vehicle left overnight must be removed by 9:00AM the following morning and must be approved by EMPRA staff. EMPRA has the right to tow any vehicle remaining after 9:00AM at the vehicle owner's expense.
- ❖ The speed limit inside Evergreen Memorial Park grounds will be limited to 20 MPH. Violators will be asked to leave the grounds and EMPRA has the right to terminate the event without refund.

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RENTER'S ADDITIONAL REQUIREMENTS

- ❖ EMPRA requires Renter schedule a Final Walk Thru with EMPRA Staff, caterer and other vendors minimally 30 days prior to event.
- ❖ The Renter is required to submit and approve the Final Floor Plan and submit a Final Timeline for the day's events to EMPRA no less than 7 days after Final Walk Thru or no later than 20 days prior to event date.
- ❖ Renter must supply EMPRA's Staff with names and phone numbers of event planner, day of event coordinator, and all subcontractors at least 60 days prior to the event. This includes but is not limited to caterers, bartenders, musicians, florists, bakers, rental companies, liquor stores delivery, shuttle companies, limousine service, etc.

INDEMNIFICATION

- ❖ The Vendor hereby indemnifies and holds harmless the Lease Holder Evergreen Memorial Park and Recreation Assoc., Evergreen Memorial Park, Inc., and all of its affiliates, employees, agents, and successors and assigns from any and all damages, actions, suits, claims or other cost) including reasonable attorney's fees arising out of or in connection with any damage to the property or any injury caused to any person (including death) caused by the Renter's use of The Barn. This includes any acts or omissions on the part of The Renter, EMPRA's employees, officers, directors, independent contractors, guests, invitees, contractors or other agents. The Renter shall immediately notify The Barn of any damage or injury of which they have knowledge in, to, or near the property, regardless of cause of such damage or injury.
- ❖ EMPRA, ITS OWNERS, EMPLOYEES OR AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOST OR STOLEN ITEMS. This includes, but is not limited to, coats, purses, alcohol, floral items, musical items, cell phones and any other items left before or after the event by the Renter, Renter's guests, or Vendors.
- ❖ This contract constitutes the entire understanding between the parties. This contract may only be amended in writing, signed by both parties. Verbal statements made by EMPRA's Staff that are contrary to what is stated in the above contract are not binding unless in writing and approved and signed by EMP Management.

**IT IS THE VENDOR'S RESPONSIBILITY THAT THEIR EMPLOYEES
ARE AWARE OF EMPRA'S ALCOHOL POLICIES.**

Vendor Company Name _____
 Mailing Address _____
 City, State & Zip _____
 Phone _____
 Vendor Company Main Contact Name _____
 Vendor Company Email _____

- If Vendor is a Catering Company -
- ❖ I have provided a copy of my current Retail Food Service License and Insurance Liability to EMPRA . YES NO
- If Vendor is a Bartending Company -
- ❖ I have provided a current copy of my Liquor Liability to EMPRA . YES NO
- If Vendor is a Wedding/Event Planner
- ❖ I have provided a current copy of my General Liability to EMPRA . YES NO

As Representative of the above stated Company, I have read the above Policies for The Barn at Evergreen Memorial Park & Recreation Association and I agree to said Policies and to assist the Renter in following said Policies. I understand that any use of EMPRA's equipment, supplies, and/or special requests not previously agreed to by the Renter, may incur additional charges to the Renter or payment may be required at the time of usage. I also understand that violations of EMPRA's Policies may lead to immediate termination of the Event and/or additional charges to the Renter; and if Vendor violates EMPRA's Policies, EMPRA has the right to cancel this and any future Vendor Agreement and deny Vendor from performing any services at The Barn.
 This Vendor Agreement is subject to change and must be renewed on a yearly basis with EMPRA.

Vendor Company Main Contact Signature _____ Date _____