

CITY OF NORTH OLMSTED
APPLICATION FOR A CONDITIONAL PERMIT
TO ALLOW ALCOHOLIC BEVERAGES ON PUBLIC GROUNDS PROPERTIES
(North Olmsted Code Section 957.01(d))

DATE OF APPLICATION _____

NAME OF PERSON RESPONSIBLE FOR EVENT _____

NAME OF ORGANIZATION, IF ANY, HOSTING EVENT _____

HOME ADDRESS _____

HOME PHONE NUMBER _____ CELL PHONE NUMBER _____

DATE OF BIRTH _____ PHOTOGRAPH ID. _____

DATE OF EVENT _____ EVENT HOURS _____

TYPE OF EVENT _____

TOTAL NUMBER OF GUESTS EXPECTED TO ATTEND _____

NUMBER OF MINORS EXPECTED TO ATTEND _____

LOCATION OF EVENT _____

HAS THE EVENT LOCATION ALREADY BEEN RESERVED? YES or NO

WILL ALCOHOLIC BEVERAGES BE SERVED & IF SO, WHAT TYPE? _____

WILL ALCOHOLIC BEVERAGES BE SOLD OR WILL ADMISSION PRICE BE CHARGED IN CONNECTION WITH AN "OPEN" BAR? _____

IF YES, THE FOLLOWING ITEMS MUST ACCOMPANY THIS APPLICATION:

- 1) STATE OF OHIO DEPT. OF LIQUOR CONTROL TEMPORARY LIQUOR PERMIT
- 2) DOCUMENTATION TO SCHEDULE OFF-DUTY NOPD OFFICER AS SECURITY
- 3) COPY OF INSURANCE DOCUMENTATION LISTED BELOW
- 4) SIGNED RELEASE AND INDEMNIFICATION AGREEMENT

NAME OF INSURANCE COMPANY _____

NAME OF INSURANCE AGENT _____ PHONE NUMBER _____

*Insurance must be issued by a company licensed to do business in the State of Ohio.
 A Certificate of Insurance must be provided indicating that the Host of the event
 has general liability and liquor liability coverage for this event.
 The City of North Olmsted must be named as "additional insured" with held harmless clause.*

IF ALCOHOLIC BEVERAGES ARE BEING SERVED, NAME OF PERSON RESPONSIBLE FOR COMPLIANCE WITH LIQUOR CONTROL LAWS _____

HOME PHONE NUMBER _____ CELL PHONE NUMBER _____

DATE OF BIRTH _____ PHOTOGRAPH ID. _____

HAS RESPONSIBLE PERSON SCHEDULED OFF DUTY NOPD OFFICERS AS SECURITY AND PRESENTED COPY OF STATE LIQUOR PERMIT? _____

NAME OF RESPONSIBLE PARTY _____

SIGNATURE OF RESPONSIBLE PARTY _____ DATE _____

I agree to abide by the laws of the State of Ohio and, if applicable, the regulations of the Dept. of Liquor Control, and further agree to abide by the Ordinances of the City of North Olmsted and the Rules and Regulations for use of the Community Cabin; I understand that this permit is conditioned upon compliance and is subject to revocation by the City of North Olmsted.

FOR OFFICE USE ONLY

DATE APPLICATION RECEIVED _____

REQUIRED ATTACHMENTS ABSENT & TO BE SUPPLIED BY DATE _____

PERMIT FEE \$50.00. DATE PAYMENT SENT/RECEIVED BY FINANCE _____

PERMIT APPROVED BY _____ TITLE _____

DATE PERMIT ISSUED _____

ALL PERMITS CONDITIONED UPON FULL COMPLIANCE WITH STATE AND LOCAL LAW, MOST IMPORTANTLY PROHIBITION AGAINST UNDERAGE POSSESSION/CONSUMPTION AND OPEN CONTAINERS OF ALCOHOLIC BEVERAGES OUTSIDE OF COMMUNITY CABIN, OBSERVANCE OF CABIN RULES AND REGULATIONS, AND THE ATTACHED SHEET INCLUDING ANY ADDITIONAL SPECIFIC CONDITIONS IMPOSED UPON LICENSE.

**PERMIT FOR USE OF COMMUNITY CABIN
RELEASE AND INDEMNIFICATION AGREEMENT**

This Agreement is executed at North Olmsted, Ohio, by _____, whose address is _____, _____, Ohio, herein referred to as "Permit Holder."

In consideration of being permitted to use the North Olmsted Community Cabin (herein "Recreational Premises") owned by the City of North Olmsted, the Permit Holder does hereby, for himself as well as for his heirs and next of kin, forever release, waive, discharge and covenants not to sue the City of North Olmsted, and its officials, employees, and agents (hereinafter collectively "City"), from any and all liability to Permit Holder, or to her heirs and next of kin, for any and all loss or damage, and any claim or damage, on account of injury to person or property, economic loss, or resulting in death of the Permit Holder, whether caused by the negligence of the City, or otherwise relating to use of the Recreational Premises, including claims arising from the service of alcoholic beverages therein.

Permit Holder assumes full responsibility for and risk of bodily injury, death, property damage or economic loss due to or arising from its use of the Recreational Premises, including negligence of the City or as otherwise present at such public facilities, including claims arising from service of alcoholic beverages therein. Further, Permit Holder agrees to exercise possession and control of said premises throughout the terms of use and shall not relinquish control to any third-party without the express, written consent of the City. Permit Holder is and shall remain responsible for all guests granted access to the Recreational Premises notwithstanding that it is the property of the City. Accordingly, Permit Holder agrees to indemnify the City against any loss, damage or destruction of the Recreational Premises, as well as against any third-party injury claims.

Permit Holder agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the agreement is held invalid, it is agreed that the balance thereof shall continue to be in full legal force and effect. Permit Holder, being of lawful age, in consideration of being issued a conditional permit to rent Recreational Premises, for himself, and for his heirs, executors, administrators, and assigns, does hereby release and forever discharge the City of North Olmsted, and all of its officials, employees, and agents, and their successors, assigns, heirs, administrators, and executors of and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of use of Recreational Premises or any activities in connection with same, including the service of alcoholic beverages, whether by negligence or not.

Permit Holder further states that he or she has carefully read the above Release and Indemnification Agreement and signs as his or her own free act. This document contains the all of the provisions agreed to by Premise Holder and the City in this regard, which shall be construed together with pertinent laws and Permit Application forms, and its terms are contractual and not a mere recital.

Dated: _____

Permit Holder: _____
(Signature of Permit Holder)

(Print name of Permit Holder)

Dated: _____

Witness: _____
(Signature of Witness)

(Print name of Witness)

ATTACHMENT B

Community Cabin Rules and Regulations

1. Facility Rental

Community Cabin Rental

When not in use by the City of North Olmsted for municipal purposes, the Community Cabin may be available for rent at the rates listed in Attachment A, but subject to the considerations specified below.

All City senior citizens' groups shall be permitted to use the Community Cabin facilities twice every month for organization meeting purposes free of charge, provided that the meeting times are held between the hours of 12:00 noon and 4:30 p.m., and further provided that the time for such meeting is reserved thirty days in advance with the Mayor or his designee. The senior citizens' group renting the Community Cabin shall be responsible for cleaning the facility after use.

Permit shall be non-assignable and shall be used only by the group or organization receiving same. Charges and deposits shall be made at the time of the application. The City reserves the right to cancel this permit should the use of the Community Cabin be required for a government purpose.

A limitation is established for one Saturday night per month advance registration for any individual or organization. Special consideration shall be given to youth groups and senior citizen groups. Exceptions to this policy shall be at the discretion of the Mayor or his designee.

The Division of Aging shall have priority for use of the Senior Center, but senior citizens' groups may also use the senior center facilities to hold meetings, events, programs or to otherwise engage in similar functions, within the scheduling guidelines of the Division of Aging, and subject to scheduling limitations.

Except as otherwise specified below, the Senior Center shall not be available for rent to the general public but shall be used for municipal purposes, primarily but not exclusively dedicated to activities of the Division of Aging.

2. Facility Rules

The following rules shall apply to the Community Cabin:

- (a) Maximum occupancy is limited to 200 persons for the Community Cabin.

- (b) Closing time for the building is 11:00 p.m. and all parties or activities shall be terminated by that time.
- (c) Alcoholic beverages of any kind shall only be permitted on the premise pursuant to compliance with Chapter 957, specifically prior approval of the Director of Public Safety and compliance with all liquor control laws of the State of Ohio, including appropriate state permits, where applicable. No alcoholic beverages may be present or consumed unless prior approval is granted pursuant to state and local laws.
- (d) The kitchen, and other equipment shall be cleaned and readied for immediate service, if used. The Kitchen and the Community Cabin are to be left in the same condition that you received it. Garbage cans and bags are provided for the renter. Place all garbage inside the cans that are provided. There is an ice machine and coffee makers in the kitchen area for your use. No food is to be left in the refrigerator or on the premises.
- (e) Rowdyism, disorderly conduct, profanity or abusive language, removal of furniture or equipment from the building or malicious destruction of property is prohibited. Any violation hereof shall subject the violator to the penalty provided under this chapter or the applicable section of the General Offenses Code. Policeman and or Auxiliary Policeman may be required to be hired for duty at the discretion of the Mayor or his designee.
- (f) All dances shall be sponsored by a recognized City organization, which shall also provide sufficient chaperones for teen dances.
- (g) Furnishings and equipment shall only be used for the purpose for which they are intended. No decorations are to be permitted in or about the building unless approved by the North Olmsted Senior Center Administrator or his/her designee. Any furniture or equipment furnished by groups or organizations used in the building shall be removed the same date that the building is used by such groups or organizations.
- (h) All private rentals are on a first come, first serve basis. All Community Cabin date requests must be made two weeks prior to date requested for rental. The following must be submitted to the North Olmsted Senior Center Administrator within two weeks of Community Cabin request: Community Cabin Rental Permit Application (signed), Community Cabin Disclaimer (signed), Community Cabin Table Set-Up Form, Community Cabin rental payment in full. The Community Cabin can be reserved up to 6 months in advance.
- (i) Any person making an application for use of the Community Cabin shall provide true and accurate information. (Proof of residency)
- (j) **Holders of a permit may cancel by giving notice in writing to the North Olmsted Senior Center Administrator at least four (4) days in advance of the date and time for which permit is issued. In such event, holder shall forfeit fifty percent (50%) of all rental charges. If notice is not given or less than four (4) days notice is given, the full amount (100%) of all rental charges shall be forfeited. Full refund if cancellation is made within six (6) months.**
- (k) Please advise DJ or entertainment that smoke machines or pyrotechnics are prohibited. The burning of candles, or incense of any kind is not permitted. If the fire alarm is tripped off and the NOFD responds to an alarm the renters damage deposit is automatically forfeited. Nails, tacks, tape, pins or other objects that may damage the walls are prohibited. If any damage is incurred during the event, you will be billed accordingly.

- (l) Permit holders **do not** have access to the North Olmsted Senior Center. Doors entering into the center hallway are to remain closed.
- (m) The Parking spaces marked "Handicapped" are to be used only by handicapped persons- All others using these parking spaces risk citation by the Police Department. Please be careful of the parking lot and driveways.
- (n) You must be 21 years of age to rent the Community Cabin. You can enter the building 15 minutes prior to your rental contract agreement. When your time is up please clean up as soon as possible and exit the building. You are responsible for shutting off the lights, stoves, and locking the doors.
- (o) No signs of any sort are allowed on city property unless in compliance with Chapter 177 of the Codified Ordinances.
- (p) If you or your organization or club has liability insurance, please have the City of North Olmsted shown as additional insured for your event and submit a copy of the same to the city.
- (q) The City of North Olmsted is not responsible for lost or stolen items that may occur during your event.
- (r) Please supervise your children. There is to be no running in the building.
- (s) Smoking is not permitted inside the Community Cabin, Senior Center or surrounding city property (including the parking lot).
- (t) Any misrepresentation of the description of the nature, type or size of use to be undertaken at the rental premises shall cause the applicant's rental agreement to become null and void at the opinion of the city of North Olmsted, and may preclude any future rentals of city facilities. The rental applicant shall remain on the premises the entire time the rental is being held.
- (u) In the event that the damage deposit made by an individual, group or organization is insufficient to cover the cost of necessary labor or replacements for lost or damaged equipment or damage to the buildings or property, the individual representing the group or organization will be held personally for such damage, loss or replacement.

PLEASE NOTE: The City of North Olmsted, nor the employees of the City of North Olmsted shall be held accountable for any items that are lost or stolen at the facility from the rental group or member/companies providing services and equipment for the rental party. The Rental Applicant shall indemnify and hold harmless the City of North Olmsted and the North Olmsted Senior Center, and any and all employees and agents at all times from any claims or damages on account of injury to anyone using the facility and/or grounds in connection with the function sponsored or operated by the Rental Applicant, and /or growing out of their use and occupancy of the said facility/grounds, or through any defect in said premises, including sidewalks adjoining the same and use or operation thereof.

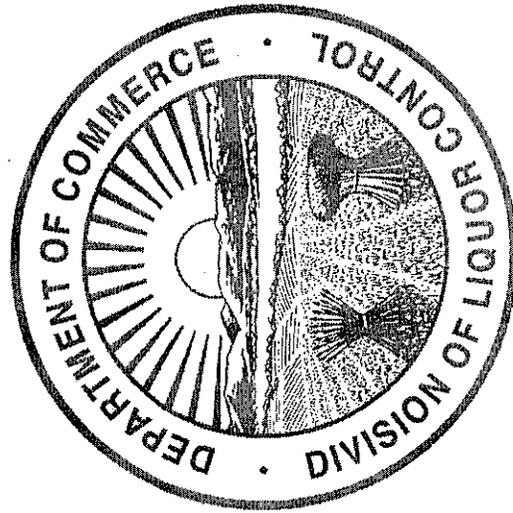
Rental Applicant must sign the contract and disclaimer. By signing the contract the Rental Applicant acknowledges that he/she is responsible for ensuring that all guests adhered to the above rules and regulations of the City of North Olmsted and the Community Cabin.

Whoever violates any provisions regarding the North Olmsted Community Cabin Rules and Regulations is guilty of a minor misdemeanor.

What Ohioans Should Know About

Temporary Liquor Permits

Under Ohio Liquor Laws and Rules



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Ohio's liquor control laws contain special provisions designed to permit nonprofit organizations to obtain temporary liquor permits to sell or serve alcoholic beverages at special events. There are several different classes of temporary permits available, however, the most widely utilized are the "F" and "F-2" permits.

This brochure is intended as a helpful guide to understanding the laws and rules pertaining to temporary permits. For more complete information regarding temporary permits see Ohio Revised Code sections 4303.20 through 4303.206.

When is a Permit Needed?

- A permit is required if a qualified organization intends to provide beer, wine or spirituous liquor either for sale by the drink or through the use of an entrance fee, cover charge, etc.
- No permit is required if an individual or organization intends to provide beer, wine or spirituous liquor at a private function where access is restricted to invited guests only, such as a wedding reception for which no admission fee is charged or any alcoholic beverages sold.

What Organizations are Eligible to Obtain a Temporary Permit?

- Any nonprofit organization with 10 or more members may qualify for most temporary permits. Examples are charitable organizations, labor unions and fraternal, educational, cultural and social groups. A permit may be issued

for use at a social, recreational, charitable, fraternal, political, patriotic or athletic function.

- NO temporary permit can be issued for the profit or gain of a private individual or to a for-profit organization.

What Kinds of Temporary Permits are Available?

- An F permit allows the holder to sell beer for a period of no longer than five days. The application, including the \$40 fee, must be filed 30 days before the date of the function. Only two F permits may be issued for any organization in a 30-day period. (See ORC 4303.20).

- An F-2 permit allows a nonprofit organization to sell beer, wine and/or spirituous liquor by the drink until 1:00 a.m. for no longer than two days in an area that has been voted wet through local option for beer, wine and spirituous liquor. The application, including the \$150 fee (\$160 if filed jointly with a D-3, D-4 or D-5 permit holder), must be filed 30 days before the date of the function. Only two F-2 permits may be issued for any organization in a calendar year. (See ORC 4303.202).

Purchase of Products to be Sold

- Beer must be purchased from a wholesale brewer or distributor. An F (beer only) permit holder cannot purchase beer from a retail outlet.
- An F-2 permit holder must purchase all alcoholic beverages from a wholesale outlet. D-3, D-4 or D-5 permit holders may serve

alcoholic beverages for an F-2 permit holder. Such an application must be filed jointly by the organization and the D-3, D-4 or D-5 permit holder, along with the \$160 fee. All documents must include both names. If the event is to be held on the premises of the D permit holder, an affidavit must be submitted from the D permit holder stating that the D permit privileges will not be utilized during the F-2 event.

Other Requirements

F or F-2 applicants must notify the Chief Peace Officer of the political subdivision of the date, time, place and duration of the event. In addition, these applicants must submit a form signed by the real property owner(s) where the event is to be held giving consent to the sale of alcoholic beverages at the special function.

Each application for an F or F-2 permit must include a description, including a drawing of the area where alcoholic beverages will be consumed. (This is necessary because of the 1982 open container law making it illegal to drink any kind of alcoholic beverage in a public place). For example, an organization holding a picnic in a park must submit a drawing of the specific location in the park where liquor will be served and/or consumed, and the type of barriers (e.g. fence, rope, etc.) that will separate the designated permit premises from other areas.

Other Classes of Temporary Permits

F-1: Temporary "Special Function" permit for certain nonprofit organizations at a Municipal Convention Center. Fee is \$250. (See ORC 4303.201).

F-3: Alcohol Beverage Industry Education. Fee is \$300. (See ORC 4303.203).

F-4: Certain nonprofit organizations for an event that includes the introduction, showcasing or promotion of wines produced in Ohio; to furnish 2 oz. samples and sale for on premise consumption and carry out of wine from participating A-2 permit holders. The fee is \$60 (per day). No sales after 1:00 a.m. (See ORC 4303.204).

F-5: Beer and Intoxicating liquor issued to a Riverboat at a festival sponsored by a nonprofit organization (6 days - one per calendar year). Fee is \$180. No sales after 1:00 a.m. (See ORC 4303.205).

F-6: For 501 (C)(3) nonprofit organizations to sell wine at an event organized by, conducted by, and for the benefit of the nonprofit organization. No sales after 1:00 a.m. (See ORC 4303.206).

F-7: Beer, wine, mixed beverages, and spirituous liquor issued to a nonprofit organization at a "qualified golf event", meeting certain criteria until 1AM. (8 days - two(2) per calendar year). Fee is \$450. (See ORC 4303.207).

HOURS: Holders of F and F-2 permits must cease sales by 1 a.m.

POSTING: A liquor permit must be posted in a conspicuous place on the premises.

REMEMBER: Alcoholic beverages may not be served at an event until the proper permit has been issued by the Division of Liquor Control.

No person shall sell beer or intoxicating liquor to an underage person, or buy beer or intoxicating liquor for, or furnish it to, an underage person.

Permit holders must note that it is a violation of Ohio liquor law for alcoholic beverage products to be donated to a temporary permit holder unless the donation of the product is expressly permitted by law.

SERVING: Temporary liquor permit holders cannot sell or serve an unlimited number of drinks for a one-time admission charge. (See OAC 4301: 1-1-50).

**Ohio Department of Commerce
Division of Liquor Control**

**John R. Kasich, Governor
David Goodman, Director**

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