



Kenton County School District | It's about ALL kids.

## Issue Paper

**DATE:**

03/13/25

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract with Scott High School and The Anderson Pavilion to reserve the Pavilion and Carousel for Prom 2026. Prom will be held on April 25<sup>th</sup> 2026 and Anderson Pavilion includes some decorations, catering, and linens for the event.

**APPLICABLE BOARD POLICY:**

.01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Scott High School has a tradition that junior student council plan their junior prom. Student Council class of 2027 unanimously picked Anderson Pavilion as our location for its beautiful view of the Ohio River and Northern Kentucky.

**FISCAL/BUDGETARY IMPACT:**

All Expenses for the venue will be paid from the Scotts Class of 2027 account. The venue includes some decorations, catering, and linens for prom. The anticipated cost through Anderson Pavilion is \$17,000.

**RECOMMENDATION:**

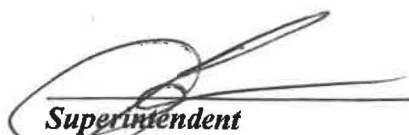
Approval the contract with Scott High School and The Anderson Pavilion to reserve the Pavilion and Carousel for Prom 2026. Prom will be held on April 25<sup>th</sup> 2026 and Anderson Pavilion includes some decorations, catering, and linens for the event.

**CONTACT PERSON:**

Sydney Long, Sponsor and Mr. Cody Wolf, Principal

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.  
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



## **RENTAL POLICIES AND PROCEDURES FOR THE ANDERSON PAVILION AND SMALE RIVERFRONT PARK VENUES**

**MODIFIED AND PRESENTED ~ JANUARY 2024**

**THE ANDERSON PAVILION (TAP)**, the exclusive agent for The Cincinnati Park Board's Premier Venues, located at 8 E. Mehring Way, Cincinnati, Ohio, 45202, submits for signature, the following Policies and Procedures Declaration for:

**ANDERSON PAVILION ~ ANDERSON PAVILION RIVERVIEW VERANDA ~  
CAROL ANN'S CAROUSEL ~ PICHLER FOUNTAINS ~  
GARDNER FAMILY GROVE & ROSE GARDEN ~  
SUSPENSION BRIDGE RIVERVIEW GARDEN ~ SUSPENSION BRIDGE TUNNEL SCAPE**

The Policies and Procedures set forth herein by TAP and the Cincinnati Park Board, agreed upon and accepted by each client, **via Signature and Payment**, must be received prior to full acceptance of facility rental contract agreement. The acceptance of these Policies and Procedures is with your complete understanding and adherence. A separate rental reservation invoice will be executed per event to reflect specific venue, dates and fees, in addition to the acceptance of these policies and procedures.

### **RESERVATIONS**

Reservations may be made starting January 1, 2025 for requested event dates through December 31, 2026.

### **CONTRACTUAL OBLIGATIONS**

1. Contract Holder shall, in the performance of service under this contract, comply with all statutes, ordinances, rules and regulations, of the Cincinnati Park Board, Anderson Pavilion (TAP), Federal Government, State of Ohio, County of Hamilton and the City of Cincinnati.
2. Contract Holder must be Twenty-One (21) years-old and assume responsibility for the facility and its condition, invited guests and all activity that engage guests for the duration of the rental period.
3. TAP assumes responsibility for access to the facility and surrounding park areas, as well as activity in these areas, dedicated as Private Event Reserved Area.
4. Responsible adults must accompany all minors at the Private Reserved Area at all times.
5. Rental Contract is Non-Transferable and must be in your possession for the duration of the event and shown upon request.

◇ By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies.

SIGNATURE/DATE \_\_\_\_\_

# **ANDERSON PAVILION**

## **ANDERSON PAVILION FACILITY RENTAL TERMS**

1. **MONDAY-FRIDAY ALL-DAY RENTALS~8AM-4PM/9AM-5PM/10AM-6PM:** Facility rental is designated an Eight Hour (8 hour) event term, with an additional Two-Hour (2 hour) term designated for event set-up and One-Hour (1 Hour) term designated for event teardown.
2. **MONDAY-FRIDAY & SUNDAY EVENING RENTALS:** Facility Rental is designated a Six Hour (6 hour) event term, with an additional Two Hour (2 hour) term designated for event set-up and One Hour (1 Hour) term designated for event teardown.
3. **SATURDAY & SUNDAY ALL-DAY RENTALS~10AM-MIDNIGHT:** Facility Rental is designated a Fourteen Hour (14 Hour) event term, which includes event set-up and One Hour (1 Hour) term designated for teardown.
4. **OBSERVED HOLIDAY EVENTS:** Special Pricing and Availability Apply.
5. **ADDITIONAL HOURS:** Should Contract Holder request additional hours for Pre-and/or Post-Production, hours may be charged an additional One Hundred Dollars (\$100.00) per hour.
6. Evening Events must be completed by Midnight, with Bar Closure at 11:30PM, Music Conclusion at 11:45PM & Guest Exits Concluded by Midnight. New Year's Eve reservations may be extended to 1:00AM. Should an Executive/Health Order be in place for a statewide curfew, event production hours must be modified to meet imposed regulations.
7. Rental Agreement is valid **Rain or Shine**, with facility cancellation policy in effect.

## **CAROL ANN'S CAROUSEL / PICHLER FOUNTAINS** **GARDNER FAMILY ROSE GARDEN / SUSPENSION BRIDGE TUNNEL SCAPE &** **SUSPENSION BRIDGE RIVERVIEW GARDEN RENTAL TERMS**

1. **HOURS OF OPERATION:** Seasonal Rental Times and Conditions Apply
2. **OBSERVED HOLIDAY EVENTS:** Special Pricing and Availability Apply
3. **ADDITIONAL HOURS:** Should Contract Holder request additional hours for Pre- and/or Post-Production, hours may be charged an additional One Hundred Dollars (\$100.00) per hour.
4. Evening Events must be completed by Midnight—With Bar Closure at 11:30PM, Outdoor Music Conclusion at 11:45 PM & Guest Exits Concluded by Midnight.
5. Rental Agreement is valid **Rain or Shine**, with facility cancellation policy in effect.

◇ By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies.

SIGNATURE/DATE: \_\_\_\_\_

## FACILITY RATE TERMS AND PAYMENTS

1. Contract Holder's **Non-Refundable Reservation Rental Fees** are required to secure venues and dates.
2. Should Contract Holder request **Access to Rental Venues, Prior-and/or Post-Designated Rental Times**, a minimum fee of One Hundred Dollars (\$100.00) per hour applies. The date and access time are at the discretion of TAP and may not be available due to facility occupancy and schedule.
3. **GUARANTEED FOOD & BEVERAGE MINIMUM AND FINAL GUEST COUNT: Thirty (30) Days Prior** to scheduled event, Contract Holder is required to submit **Minimum Guest Count**, not subject to reduction. **Ten (10) Days Prior** to scheduled event, Contract Holder is required to submit **Final Guest Count**.
4. The Reservation and Rental Contract Agreements are **Non-Transferable**.

## PAYMENT SCHEDULE

1. **VENUE RENTAL RESERVATION FEES**, which are **Non-Refundable**, are due at the time the reservation is confirmed for commitment and removed from availability.
2. **EVENT DESIGN, PRODUCTION & CULINARY COORDINATION FEE (\$1,250.00)** is due **Thirty (30) Days Prior** to event execution. This includes, but not limited to: Design implementation, equipment rental coordination, decor consultation and/or execution, vendor coordination, culinary presentation / selection
3. **GUARANTEED FOOD & BEVERAGE MINIMUM PAYMENT: Thirty (30) Days Prior** to Event Execution, **Seventy-Five Percent (75%)** of Contract Holder's Minimum Food & Beverage Guaranteed Expenses are due.
4. **FINAL FOOD & BEVERAGE AND EVENT PRODUCTION PAYMENT: Ten (10) Days Prior** to Event Execution, payment for Final Guest Count Food & Beverage and All Event Production Costs (Equipment Rentals, Decor, Police Detail and/or Venue Hours, etc.) are due.
5. **ADDITIONAL TAP EVENT EXPENSES:** Should Contract Holder add or incur any additional event expenses, a Master Summary Invoice will be presented post-event, with payment due **Immediately Upon Receipt**.
6. In accordance with Cincinnati City Ordinance No. 435-75, the City of Cincinnati will render a service charge of \$35.00 or the maximum amount allowed by law for **Each Returned Bank Check**.
7. In the event **Payment Delinquency** occurs **Prior** to contracted event, TAP reserves the right to terminate Facility Rental Agreement. In the event **Payment Delinquency** occurs for **Final Post-Event Invoice**, an **Interest Charge of Fifteen Percent (15%) per Month** will be charged until payment is secured in full.

◇ By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies.

SIGNATURE/DATE: \_\_\_\_\_

# **ANDERSON PAVILION**

## **PAYMENT METHODS**

### **THE CITY OF CINCINNATI TREASURER ACCEPTS THE FOLLOWING METHODS OF PAYMENT FOR VENUE RENTAL RESERVATIONS:**

1. **CREDIT CARD PAYMENTS VIA:** VISA, MasterCard or Discover  
[ A 2% (Two Percent) surcharge processing fee will be applied via Anderson Pavilion for each credit card transaction.]
2. **CHECKS**—Made Payable To: **Treasurer, City of Cincinnati**

### **THE ANDERSON PAVILION ACCEPTS THE FOLLOWING METHODS OF PAYMENT FOR PROPOSALS OF SERVICE:**

1. **CREDIT CARD PAYMENTS VIA:** American Express, VISA, MasterCard or Discover  
[A 3% (Three Percent) surcharge processing fee will be applied for each credit card transaction.]
2. **CHECKS**—Made Payable To: **The Anderson Pavilion**

## **FACILITY RENTAL REFUND POLICIES**

A **Non-Refundable** Reservation Rental Fee is REQUIRED for All Venue Rentals. Should event cancel, Contract Holder will forfeit ALL Rental Reservation Fees. In the event a reservation needs rescheduling, all considerations will be given to reschedule for another date, if reservation is cancelled no later than Thirty (30) days prior without penalty. Should event cancel within Thirty (30) days of your event date and initial Seventy-Five Percent (75%) Food & Beverage Cost has already been paid, Contract Holder will forfeit Reservation Rental Fee and Fifty Percent (50%) of Seventy-Five Percent (75%) Food & Beverage payment.

## **WEATHER POLICY**

Outdoor events are held **Rain or Shine**. In the event of rain or inclement weather, TAP, Contract Holder and Third-Party Contractors must plan accordingly. TAP must comply with City of Cincinnati Code for Occupancy and Fire Regulations. Facilities may not be overcrowded. Precautions of temporary shelters, the curtailment of certain activities, or other rain/inclement weather alternatives should be considered and must be approved by TAP prior to the commencement of said scheduled event.

## **FACILITY / VENUES NOT AVAILABLE AS SCHEDULED**

**TAP and the Cincinnati Park Board Shall Not Be Liable For** failure to provide the facility and/or venues on the scheduled date(s) and time(s) if due to flood, fire, earthquake, strikes or work stoppages, any interruption of utility services, construction, suspension or interference with performances caused by acts of God, riots or similar occurrences, declaration of war or of national, state or local emergency, pandemics, epidemics, outbreaks (including COVID-19) or any other unforeseeable causes beyond the reasonable control of TAP and the Cincinnati Park Board Commissioners. If such failure occurs, and reasonable attempts to securing rescheduling fail, the client contract shall terminate and refund shall be granted in full, less a **One-Thousand Two Hundred Fifty Dollars (\$1,250.00) Event Design, Production & Culinary Coordination Fee**, should this have been implemented prior to the time of cancellation.

◇ By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies.

SIGNATURE/DATE \_\_\_\_\_



## CULINARY & BEVERAGE ACCOMMODATIONS

### EXCLUSIVE CATERING PARTNER~ANDERSON PAVILION CULINARY GROUP

Contract Holder is **Required** to use our Exclusive/In-House **Anderson Pavilion Culinary Group** for any and all catering, beverage and alcohol service needs. Contract Holders are NOT permitted to prepare, sell or distribute any food or beverage at any TAP venue.

### EXCLUSIVE BEER, WINE & SPIRITS SERVICE

1. **All Beer, Wine & Sprits Packages must be purchased from TAP exclusively.**
2. In the event alcohol is served, Contract Holder **Must Comply** with all Federal, State and Local Laws governing alcohol.
3. **CLIENT ALCOHOL SALES ARE STRICTLY PROHIBITED**, unless approved by TAP at the time of reservation confirmation.
4. A variety of Per-Person Alcohol Bar Package Selections, based on **Five-Hour Consumption**, will be made available to all Contract Holders for an additional fee.
5. Contract Holders are permitted to serve alcoholic beverages in the **Private Event Reserved Area Only**. TAP, in conjunction with the Cincinnati Police Department, will provide Contract Holder with designated perimeters for all contracted areas. Distribution or consumption outside of this area will result in a minimum Two-Hundred Fifty Dollar (\$250.00) fine and possible additional fines from the Cincinnati Police Department.
6. TAP will provide for all standard bar set-up items required to facilitate a quality bar service. These items include, but are not limited to: ice, soft drinks, water, mixers, juices, specialty fruit, glasses/ stemware, beverage napkins, etc and are included in Contract Holder's selected alcohol package.
7. Alcohol is **Never Permitted** on a Self-Serve Basis.
8. Guests are **Never Permitted** behind bar areas.
9. TAP and Contract Holder agree to **Cease Alcohol Service at Least Thirty (30) Minutes Prior to the Completion** of the Contract Holder's Rental Term and /or guest departure, whichever comes first.

### EXCLUSIVE NON-ALCOHOLIC BEVERAGE SERVICE

A variety of Per-Person Non-Alcoholic Beverage Package Selections, to include but not limited to, soft drinks, bottled water, juices, coffee/tea service etc, will be made available to all Contract Holders for an additional fee should alcohol beverage packages not be implemented.

◇ By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies.

SIGNATURE/DATE: \_\_\_\_\_

# ANDERSON PAVILION

## REQUIRED CINCINNATI POLICE DETAIL

1. In accordance with the rules and regulations set forth by TAP, the Cincinnati Park Board and the City of Cincinnati Police Department, a Cincinnati Police Officer is required during the hours of your event, plus an additional hour pre-and post-event to secure venue.
2. The police detail cost, ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) Per Hour, to cover ONE (1) HOUR Prior to Event Commencement and ONE (1) HOUR Post, securing police detail for each standard reservation, is **NOT INCLUDED** within your reservation for each venue rental, with the exception of ALL wedding ceremony sites and packages. Police detail is **INCLUDED** in ceremony site reservation rentals, for the sole purpose of wedding ceremonies only. Should Contract Holder wish to rent same venues for ALL OTHER event productions, designated police detail costs apply.
3. Should additional venue rental hours be purchased by the Contract Holder, additional police detail hours may be added to reflect this additional rental time at \$125.00 per hour and shall be paid by the Contract Holder. Circumstances Apply
4. Should Contract Holder's guest count exceed 200 guests, a Second Officer is **REQUIRED** for the ENTIRE rental event period at the same cost of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per hour and shall be paid by the Contract Holder.
5. Additional rates apply for Holiday and Special City Events, determined by the Cincinnati Police Dept.
6. The police officer's duties performed to the best of their abilities include, but are not limited to: securing the perimeter of the venue for safety, protection from unauthorized guests, assisting with traffic flow & parking, coordination of logistical arrival and departures for guests, staff and associated vendors.
7. TAP, in partnership with the Cincinnati Police Department, will be responsible for scheduling all police detail.
8. **The Cincinnati Police Department reserves the right to change detail cost and is subject to change at any time during the contract.**
9. This required police detail can only be made possible via TAP and the Cincinnati Police Department. Under no circumstance can a Contract Holder provide their own security or attempt to bring in officers from different jurisdictions.

## REQUIRED AUDIO / VISUAL SPECIALISTS

**Required Audio / Visual Technician Specialist:** Due to the nature of our intrinsic in-house audio/visual/lighting system, TAP, in conjunction with the Cincinnati Park Board, requires all Contract Holders to contract with one our exclusive audio/visual specialists for all SPECIALTY production needs, outside the realm of our system capabilities.

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## SUPPLEMENTAL EVENT EQUIPMENT RENTAL

**The addition of any and all supplemental equipment rentals must be contracted with TAP, unless agreed upon prior to contract commencement. No personal or non-authorized third-party equipment is permitted to be used at any Anderson Pavilion Venue.**

1. All Specialty Equipment Rentals, not included in your reservation, are an Additional Charge and will be invoiced separately by TAP.
2. **Supplemental Event Equipment Rentals include, but are not limited to:**  
All Linens, Additional Tables & Chairs Not Included with Venue Rental, Decor, Specialty Lighting, Tenting, Awnings, Canopies. Please consult with your TAP Event Specialist for price listings.
3. **Pichler Fountain / Suspension Bridge Catering Tent Requirements:** Due to the lack of indoor space/preparation coverage at Pichler Fountains and Suspension Bridge Tunnel Scape, all Contract Holders for these venues **Are Required to Rent a Caterer's Tent from TAP** for use by APCG to facilitate all food preparation and service should production requests warrant.
4. **Final Equipment Rental Orders** must be submitted, approved, finalized and **Paid-in-Full, Ten (10) Days Prior to Event.**

## SUPPLEMENTAL EVENT EQUIPMENT RENTAL CANCELLATION AND PAYMENT TERMS

1. All Equipment Rental Invoices are Due-in-Full Ten (10) Days Prior to the Event.
2. Should Guest Count increase by more than Ten (10) Guests after Ten (10) Day deadlines, an Additional Coordination Fee of THREE HUNDRED (\$300.00) DOLLARS will apply, in addition to Culinary Surcharge.
3. Cancellation of Contract Holder's Equipment Rental Agreement within **Fifteen (15) Days** of Scheduled Event: Applicant will be charged **Fifty Percent (50%)** of the Total Equipment Rental Contract.
4. Cancellation of Contract Holder's Equipment Rental Agreement within **Seven (7) Days** of Scheduled Event: Applicant will be charged **One-Hundred Percent (100%)** of the Total Equipment Rental Contract.

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SIGNATURE/DATE \_\_\_\_\_



# **ANDERSON PAVILION**

## **EVENT REGULATIONS**

1. **With Exception to Contract Holder's Designated Park Venue Rental and its Surrounds**, as designated by TAP as Private Event Reserved Area, **All Parks will Remain Open to the General Public.**
2. **All Facility Rental Contracts Secured for Minor Groups (Age 18 and under) must have a Minimum of Two (2) Chaperoning Adults, aged Twenty-One (21) years old or older, for the Duration of the Event.** These adults should be responsible, made aware and understand all policies, procedures and regulations as set forth in your contract.
3. **The Contract Holder shall Conform to All Applicable Directives of the Cincinnati Police and Fire Departments, and to the Directives of the Cincinnati Park Board of Commissioners and TAP**, as set forth in the contract and as given verbally or in writing subsequent to the issuance of the facility rental contract and the special use of the parks. **The Contract Holder is Responsible for conveying all information, policies, and procedures to all parties involved in the event~This Includes All Vendors.**
4. **Venue Access:** Contract Holder, and associated event vendors, are **Permitted Entrance into the Facility Two (2) Hours Prior to the Commencement of Rental Period** for set-up, decorating, and the acceptance of event deliveries. The Opening of the Venue is facilitated Only Once during the Two-Hour (2 Hour) Pre-Event Session, with an adult aged Twenty-One (21) years or older on-site at All Times from Opening to the Close of Event. **Should Contract Holder wish to Access the Venue Prior to Allotted Designated Time, Additional Hours may be Secured at One Hundred Dollars (\$100) per Hour.**
5. **Removal of Items:** All Items brought to the venue by the Contract Holder, associated vendors or guests, **Must be Removed in their Entirety from the Property at the Completion of the Rental Period.** TAP is not responsible for any items left, lost or stolen at the facility or its surrounding premises. Should the Contract Holder or associated vendors need **Access to the Facility Post-Event, a One-Hundred Dollar (\$100.00) fee will be assessed for retrieval.** Arrangements, must be made PRIOR to the commencement of scheduled event.
6. **Decorations & Signage:** Under the City of Cincinnati and Board of Park Commissioners Rules and Regulations, No. 28, no person shall take, carry away, remove, dig, disturb, destroy, mar or damage any soil or mineral substance or any form of vegetation, whether living or dead, on park property. The attachment of any objects, banners or materials to trees, light poles or structures is prohibited, in addition to the distribution of logo stickers and any adhesive materials. Fireworks (without a required permit), confetti, silly string, sequins, or other similar materials **May NOT be Thrown or Used Anywhere.** Nailing, stapling, gluing, Velcro or taping is **Prohibited in ALL AREAS.** Should Contract Holder, Guests or Vendors, engage in any of these prohibited activities, a minimum \$250 Fine will be charged **Automatically**, at event conclusion, to Contract Holder's credit card.
7. **Candle/Lantern Use is Permitted in Flame-Protected Holders Only.** TAP reserves the right to extinguish flames and remove all candle holders should flame be exposed.
8. **Specialty Lighting:** Specialty Lighting is Permitted at All Venues. For Quality Control and Safety, TAP allows the use of Specialty Lighting from **Exclusive Local Lighting Companies ONLY.** At **No Occurrence**, other than Stage and/or Dance Floor Ambiance Lighting, may an Independent Lighting Company, Band or DJ Service, provide Specialty Lighting for a contracted event. Shall Contract Holder utilize specialty lighting from our Exclusive Lighting Partners, TAP **Must Approve** lighting contractor's scope of work prior to implementation and facility access.
9. The Contract Holder is **Liable for All Damages** to Plants, Trees, Park Grounds and Property resulting from the Contract Holder's use of the park. **PARKING IS NOT PERMITTED ON THE LAWN OR GARDEN AREAS, LIMITED TO PAVED SURFACES ONLY**

◇ By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies.

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**CONTRACT TERMS AND CONDITIONS**  
**WEDDING REHEARSALS & CEREMONY POLICIES**

1. Should the nature of Contract Holder's event consist of a **Wedding Ceremony and Reception**, with the exception of additional ceremony site or all-day venue rental, the ceremony must begin no earlier than the designated Six-Hour rental period commencement, unless separate arrangements have been made prior with TAP.
2. **Wedding Ceremony Rehearsal Requests** may be submitted at the time of reservation, given no event is currently scheduled at the event venue for time requested. TAP will pend a hold for Contract Holder's requested wedding rehearsal time with the full understanding by the Contract Holder, should an event be scheduled by TAP no less than Six (6) Weeks Prior to Contract Holder's event, the rehearsal time is confirmed for the Contract Holder.
3. Should Contract Holder request **Access to the Facility Interior for a Wedding Rehearsal**, a minimum fee of One-Hundred Dollars (\$100.00) per hour, with Fifty Dollars (\$50.00) for each additional Thirty (30) Minutes, for a maximum of Two (2) hours, applies. The date and access time are at the discretion of APCG and may not be available due to facility occupancy and schedule.
4. The **Scattering or Throwing of Rice, Birdseed, Artificial Flowers and Chinese Flying Lanterns** are **STRICTLY PROHIBITED on ALL PARK PROPERTIES**. Should Contract Holder engage in any of these prohibited activities, a \$250 Fine will be charged **Automatically**, at event conclusion, to Contract Holder's credit card on file.
5. Should Contract Holder wish to utilize **Natural Floral Petals and/or Natural Plant Materials**, ALL petals & materials MUST be collected and discarded by the conclusion of your event. Should contract holder fail to remove these materials prior to event conclusion, a \$250 Venue Restoration Fee will be charged **automatically**, at event conclusion, to Contract Holder's credit card on file.
6. **ALL DECORATIONS** must be removed from venues no later than One (1) Hour post event. The venue must be cleared and returned and to its original condition **PRIOR** to event departure.
7. **SPARKLERS**: All Contract Holders wishing to utilize sparklers, must submit **APPROVAL REQUEST** in writing two weeks prior to scheduled event. Additionally, Contract Holders may only facilitate the use of sparklers in the Pre-Approved Areas designated by TAP and the Cincinnati Park Board. At no time, will sparkler exits be approved near a city or park water feature. Contract Holders must supply sand-filled metal receptacles and are responsible for complete disposal. Failure to adequately control and/or monitor facilitation and proper removal, will result in a minimum \$250 Fine, charged **automatically**, at event conclusion, to Contract Holder's credit card on file.
8. **Evidence of Any Such Negligence** will be documented by TAP and the attending police detail, and sent directly to the Director of The Cincinnati Park Board.

◇ By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies.

SIGNATURE/DATE \_\_\_\_\_

# **ANDERSON PAVILION**

## **Contract Holder Responsibility and Liability**

1. The Contract Holder (Individual, Corporate Entity, Organization, etc.) and/or its Co-Sponsoring Applicants, Officers and Members, are held Fully Responsible and Liable for Complete Observance and Adherence of Cincinnati Park Board rules. Should the Contract Holder(s) Fail to Adhere to Any and All Rules and Regulations or should Any Damage, Loss (partial or full) occur, the Contract Holder assumes Full Responsibility for said Damage or Loss at its exclusive expense. Charges for such occurrences will be charged separately to the Contract Holder(s).
2. The Contract Holder(s) and/or its Co-Sponsoring Applicants, Officers and Members, are held Fully Responsible and Liable for All Damages or Modifications to or the Transformation of: Plants, Trees, Park Grounds (Fields, Lawns, Gardens, Structures and Fixtures) and All Park Property resulting from the Contract Holder's use of the park. All property of the park is accepted by the applicant at the time of rental as presented and should remain in this state throughout the duration of your rental. Should any damage, modifications or transformations occur that alters this state, a charge will be applied to the Contract Holder(s) to restore presented state prior to rental activity.

## **Waiver and Release**

The Contract Holder hereby Fully Releases and Discharges the City of Cincinnati, the Cincinnati Board of Park Commissioners and The Anderson Pavilion, their Agents, Employees, and Volunteers from Any and All Claims for Injuries, Damage, or Loss which have or which may accrue as a result of this private facility rental and event.

The Contract Holder further Agrees to Indemnify, Defend and Hold Harmless the City of Cincinnati and the Cincinnati Board of Park Commissioners, The Anderson Pavilion, their Agents, Employees and Volunteers from Any and All Loss, Claims, Expenses, Actions, Causes of Action, Costs, Damages, and Obligations, Financial and Otherwise, including attorney fees and legal expenses, arising from Any and All Acts of the Contract Holder, its Agents, Employees, Licensees, Invitees, Vendors, that result in injury to person or damage to property and Losses Sustained or Arising out of, Connected with, or in any way Associated with the Activities of this Facility Rental and Event.

The Contract Holder voluntarily Assumes the Risk of Any and All Damage To or Loss of Any Personal Property belonging to, or brought on the premises of the event by the Contract Holder, its Agents, Employees, Licensees, Invitees, or Vendors.

◇ By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies.

SIGNATURE/DATE \_\_\_\_\_

# ANDERSON PAVILION

**The Contract Holder has Read Fully, Understands, and Agrees to the  
Terms and Conditions of this Contractual Agreement.**

CONTRACT HOLDER (PRINT)

VENUE

EVENT DATE

CONTRACT HOLDER SIGNATURE

DATE

ANDERSON PAVILION AGENT (PRINT)

ANDERSON PAVILION AGENT SIGNATURE

DATE

**This Contract is Contingent Upon the Following Conditions:**
