

## Metroparks of the Toledo Area Rental Facility and Park Use Permit Rules and Regulations

Thank you for selecting the Metroparks for your upcoming event. As part of your Rental Agreement, we would like to provide you with some information regarding your reservation. Use of your Metroparks facilities and grounds is subject to the following rules and regulations. By making a facility reservation, you agree to abide by the Rules and Regulations set forth below as well as all Rules and Regulations of the Metropolitan Park District of the Toledo Area.

**Alcohol** - Alcohol is not permitted within the Metroparks with the exception of inside the Oak Openings Lodge and on the Lodge patio, inside the Ward Pavilion and on the patio when it is tented, Secor Room (only), Roche de Bout, Indianola, Lamb Center, Yager Center, Farmhouse, Manor House and patio when it is tented and Macomber Lodge. Alcohol service should end 1 hour prior to the agreed upon departure time and scheduled conclusion of your reservation. Reservation Holder agrees to hold harmless and indemnify the Metroparks for all claims or liability which may arise at the rental facility in accordance with the Indemnification provision set forth herein.

**Arrival time** - The reserved area will be available at the arrival time indicated on your original reservation. You may request access to an indoor facility twice on the day of your event - once in the morning and once at the start of your function. The facility is to be locked when no one is there. Please designate a member of your party to remain at the facility to let florists or caterers into the building throughout the day - Park Staff is not available to do this. Adjustments may be made to your arrival or departure time before the 20th of the month prior to your reservation. Adjustments may be made by calling the Reservation Department at 419-407-9710, 9:00 a.m.-5:00 p.m., Monday-Friday.

**Decorations** - Metroparks prohibits the nailing, stapling and taping of decorations and/or signs within facilities or on park property including park signage and trees. The Reservation Holder is responsible for removal of all decorations, removal of any items of property brought into the facility, and deposit of trash in the appropriate receptacles, by the agreed upon departure time. Adhesive Putty and Painters Tape are alternative product to use for displaying decorations. Glitter decorations and confetti are prohibited. Candles in enclosed containers are acceptable. The release of balloons, rice, birdseed, flower petals, birds, animals or insects, including butterflies, is not permitted within Metroparks. Bubbles, whistles or noisemakers are suggested as alternatives in outdoor areas.

**Departure time** - Please call the Ranger on duty (see numbers listed below), when you and all members of your party leave the facility at the end of your reservation. Everyone and everything must be out of the building by the agreed upon departure time of your reservation, with all clean up complete. Park staff will check in 1 hour before the agreed upon departure time. Non-compliance may result in criminal prosecution and/or a substantial fine. Adjustments may be made to your arrival or departure time before the 20th of the month

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**Music** - Music must be kept at an acceptable level, as determined by Park Staff. Music must conclude one (1) hour prior to the agreed upon departure time for indoor shelters. Metroparks Guideline: Music should not be heard more than fifty (50) feet from the source, please note this is subject to change depending on location. Amplified music may be used outdoors in accordance with the 50 foot policy listed above.

**Contact Phone Numbers:** (Monday-Friday 9:00 a.m.-5:00 p.m.)

• General Information: 419-407-9700

• Information regarding your rental: 419-407-9710

Manor House Reservations 419-407-9784

## **Ranger On Duty**

Facility Access and Ranger on Duty: To gain access to indoor facilities, please call the Ranger on duty at 419-407-9718 and choose the park where your event is located at least ½ hour prior to your arrival. The ranger on duty may also be contacted with any questions on the day of your rental.

**Catering** - Catering is not provided. Reservation Holders may select their own caterer or bring their own prepared food. All catering equipment must be removed by the agreed upon departure time. No access will be granted the following day to retrieve items.

**Damages** - A Metroparks staff member will conduct a walk through with the Reservation Holder at the time of arrival and departure. The repair cost for any damage that occurs during the rental will be charged to the Reservation Holder.

**Exchange/Cancellation Policy** - If the cancellation notice is received less than 30 days prior to the rental date no refund or exchange credit will be issued. If the notice is received 30 days or more before the rental date, a credit toward a future rental option is available. The credit toward a future rental must be used within one year from the date the credit was issued. Limit of 1 re-schedule per reservation with 30 days or more notice. In the event of cancellation, refunds are issued as follows: If the cancellation notice is received up to 90 days prior to the rental a refund of 75% will be issued. If the cancellation notice is received 30 to 59 days prior to the rental a refund of 25% will be issued. If the cancellation notice is received 30 to 59 days prior to the rental a refund of 25% will be issued. If the cancellation notice is received less than 30 days no refund will be issued.

**Electricity** - Electricity is available in all indoor shelters. Picnic shelters do not have electricity, with the exception of the Maumee Rotary Pavilion at Side Cut. The use of generators is prohibited.

**Enforcement of Policies** - The Reservation Holder is responsible for their guests' and contract service providers<sup>TM</sup> actions and enforcement of Facility and Metropark policies.

**Fundraising Events** - Fundraising events can only be conducted within a paid rental of an indoor/outdoor facility. Money for raffles, admissions, registration, merchandise sales, etc. can only be exchanged inside the rental facility. All organizations renting space are subject to the requirements promulgated by the State of Ohio laws and set forth Metroparks polices. A Special Events Permit must be on file with the Logistics Coordinator to complete the registration process.

**Indemnification** - To the fullest extent permitted by law, the Reservation Holder shall indemnify defend and hold harmless Metroparks its officers, employees, or any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Reservation Holder, provided that such claim, damage loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the Reservation Holder, its agents, guests, or anyone directly or indirectly invited by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

**Parking** - All parking areas are open for public use. No parking spaces can or will be reserved. Reservation Holders and guests must park only in designated spaces to avoid a citation.

**Payment and cancellation policy** - Payment is expected in full at the time the reservation is made. In the event of cancellation, refunds are issued as follows. If the cancellation notice is received 90 days or more before to the rental date a refund of 75% will be issued. If the cancellation notice is received 60 to 89 days prior to the rental a refund of 50% will be issued. If the cancellation notice is received 30 to 59 days prior to the rental a refund of 25% will be issued. If the cancellation notice is received less than 30 days no refund will be issued.

**Personal Property** - Items left at any Metroparks facility after the agreed upon departure time will be disposed of by Park Staff. Metroparks is not responsible for lost, stolen or misplaced property/items. This includes flowers and decorations. No access will be granted the following day to retrieve items.

**Recreation** - Volleyball, badminton, Frisbee tossing and ball playing are permitted. Inflatable bouncing moonwalks, dunk tanks, water balloons, horseshoes or golf of any kind is not permitted. One 10-foot x 10-foot, self-standing tent is permitted per rental. Larger tenting options are available at the Manor House, Ward Pavilion and Oak Openings Lodge.

**Rental Agreement** - A Rental Agreement must be obtained when a Metroparks Facility or a Wedding Location is reserved. It is understood that the facility is reserved only for the individual or group listed on the Rental Agreement. The Rental Agreement is not transferable.

**Security** - If you require security personnel for your function, please contact the Metroparks Ranger Department at 419-407-9744 for additional information and rates.

**Set-up/clean-up** - The Reservation Holder is responsible for table and chair setup (indoor facilities) and all clean up (indoor/outdoor). Metroparks tables and chairs must remain indoors, with the exception of the patio at the Ward Pavilion, where chairs and tables are permitted outside, but must be returned to the building by the Reservation Holder before the agreed upon departure time. Metroparks Staff will take down and stow the tables and chairs belonging to Metroparks. Set-up and Teardown is included with Manor House Rentals.

**Signage** - Signs that do not obstruct motorist or pedestrian sight lines may be put in the ground to direct invited guests to a reserved area. All signs must be removed at the conclusion of the rental. A littering citation for any signs left in the park will be issued and mailed to the person listed on the Rental Receipt.

**Smoking** - Smoking is not permitted indoors at any Metroparks facility.

**Soliciting** - Soliciting is not permitted in any Metropark.

**Termination of Rental Receipt** - It is understood by the Reservation Holder that Metroparks shall have the right to terminate any Rental Agreement without notice in the event of non-compliance with any Metroparks Rules and Regulations.

**Vehicles** - Vehicles left overnight at any Metroparks facility require a signed Release of Liability. Please call the Ranger on duty to obtain a Release of Liability form. In case of emergency - dial 911.

**Weather** - In the event of a Level 3 Snow Emergency in Lucas County, all Metroparks will close to visitors. Reservations scheduled to take place that day will be cancelled and full refunds will be issued. In the event that a severe thunderstorm warning or tornado warning is issued on the day of your event and interrupts your event, a full refund may be obtained by calling 419-407-9710.