

Friends of the Ypsilanti Freighthouse P.O. Box 970919, Ypsilanti, MI 48197 734-417-2383 | YpsilantiFreighthouse.org

Ypsilanti Freighthouse Building Policies and Regulations

RULES

Overview - The private rental fee, as detailed in the Renter Contract, includes use of facility tables and chairs, and the presence of an Event Manager during the event. The Ypsilanti Freighthouse may be reserved up to 16 months in advance for private rentals. Renter may bring their own additional tables and chairs. Delivery, set-up, and tear down may only occur within the contracted rental time.

Reservation Process - The Ypsilanti Freighthouse is reserved on a first-come, first-served basis. Those interested in reserving a date may contact the Event Manager via phone (734-417-2383) or email (info@ypsilantifreighthouse.org). Dates at the Ypsilanti Freighthouse are considered reserved once the Event Manager reviews the Building Policies and Regulations with the Renter, a Rental Contract has been signed, and a full payment of the rental fee, trash fee, and damage deposit have been received by the Freighthouse Event Manager.

Cancellations – Cancellations must be made three (3) months in advance of the rental date, for a 50% refund of the rental fee and a full refund of the damage deposit. Cancellations made less than three (3) months in advance of the rental date are non-refundable.

Cancellations or change of date must be in writing to the FOYF Events Manager.

Use of Property – Rental of the site includes the use of the spaces listed on the Rental Contract in addition to the restroom facilities.

- Building Access The Ypsilanti Freighthouse will only be open for entry during the contracted rental times. The FOYF Event Manager will be present only during these times. All deliveries and arrivals of service providers must take place during the contracted rental time. Early access by a service provider will result in double the hourly rate, deducted from the damage deposit. If extra time is required, please contact the FOYF Event Manager two (2) weeks prior to your event about purchasing additional hours for your event day. All cleaning, tear down, etc., must be completed within the contracted time set forth in the Rental Contract.
- Please leave rental space(s) as found upon arrival. Tables and chairs returned to original location;
 countertops and tables wiped clean; floors swept clean of any food or other debris following all events.
- 3. Please do not drag items across any floors in the Ypsilanti Freighthouse.

Excess Time Fees - Rental Fees are based on the stated actual Start/End Times, which includes food service, DJ set-up and tear down time. If Renter, their guests, or service providers exceed the block Start/End Times set forth in the Rental Contract for any reason, unless such excess is agreed to in writing by the Freighthouse Event Manager in advance, an excess time fee will result in **double the hourly rate**, deducted from the damage/policy deposit, and billed in 1/2 hour increments.

Open Flame – No cooking is allowed on premises. Buffet lines are allowed.

- All Catering companies must be self-contained with hot boxes or have the ability to prepare and cook meals within self-contained kitchen/trailers.
- Kitchen trailers/vendors are allowed to park in the designated parking spaces only.
- The use of propane heaters inside the building or outside on the deck is prohibited.
- Fire extinguishers are placed throughout the building. All vendors are required to have knowledge of use. If your vendor is not on our "preferred vendor list," please have them contact our office.
- Candles The FOYF does not allow candles or torches anywhere on premise, including outdoor areas.
- No fireworks are allowed on property, inside or out, including sparklers.

Please contact the Event Manager regarding unity candles for ceremonies.

Parking/Shuttle Requirements – The Friends of the Ypsilanti Freighthouse kindly request renters park in the City of Ypsilanti parking in the **Maple Street lot only**.

- Parking is not allowed off asphalt, on bike trails, in the circle drive in front of main building, or on the one lane road that is considered a fire lane and must be kept clear at all times except for loading and unloading of items.
- For parties of more than 150 people shuttle transportation or valet services are required.
- Limousines must enter through Aubree's Restaurant parking lot.
- All parties must submit a parking plan, regardless of party size, to the Event Manager thirty (30) days prior to the
 event.

Tables and Chairs - All tables and chairs that belong to the Freighthouse must remain in the building. Table coverings and linens are not provided. Outdoor/outside furniture is permitted but not provided by the Freighthouse.

Decorations – All Decorations must be approved by the Event Manager.

- · No tape, nails, or staples can be used on building surfaces. No tape of any kind is allowed on the wood floors.
- Scotch 3M Quick Release plastic hooks or similar type of product that will not damage paint or walls is permissible.
- The FOYF does not allow candles or torches anywhere on premise, including outdoor areas. Battery operated tea lights are recommended.
- No loose substances, such as rice, confetti, birdseed, potpourri, glitter, flower pedals etc. may be thrown or scattered during an event. Flower pedals may be used for decorating purposes on tables only, and must be cleaned up entirely at the end of the event. Use of such decorations on floor is prohibited under all circumstances, including in conjunction with the use of a floor runner.
- Non-Helium balloons and floral decorations are permitted for events. Helium balloons are prohibited. Balloons
 must be disposed of properly (deflated and placed in trash receptacles). Use of helium balloons will result in
 termination of your event and loss of deposit.
- Signs directing guests are permissible and must be disposed of immediately after the event.
- No additional lighting fixtures or lights are allowed on the property without prior written approval by the Event Manager. If approved, additional lighting fixtures may only make use of existing outlets. No alteration or use of the fuse box or other electrical systems for additional lighting will be allowed.

Disc Jockey, Live Music, and Noise - Live bands and DJs are permitted.

- Amplified music must be maintained at a reasonable volume and is only allowed inside the building.
- The Renter will provide contact information and entertainment details to the Event Manager at least one (1)
 month prior to event.
- · A representative from the DJ or band must introduce themselves on the day of the event to the Event Manager.
- Please inform bands or DJs of the contracted rental time so they allow time to break down their equipment.
 Recommended break down time is one hour. If the DJ or band stays past the contracted rental time, double the hourly rate will be deducted from the damage/policy deposit, as discussed herein.
- The Event Manager is authorized to lower sound provided by Band or DJ if deemed, in his or her soul discretion, to be too loud.
- Renter is responsible for any costs, fees, or fines issued for violation of the City of Ypsilanti Code of Ordinance regarding noise.
- · Renter may, at his or her sole cost and expense, obtain a permit from the City of Ypsilanti with regard to noise.

Electrical Needs - Please provide a list of additional electrical needs at least 30 days prior to your event. All electrical needs including appliances and lighting are not allowed on the property unless first approved by the Event Manager. If approved, additional lighting and/pr appliances may be brought in as long as fixtures can be plugged into existing outlets. No alteration or use of the fuse box or other electrical systems for additional lighting will be allowed.

Smoking – Vendors, staff, and guests must follow the smoking policy.

- No smoking is allowed inside the building or on the deck areas. Smoking is prohibited within 30 feet of the deck area.
- · Smoking materials may not be distributed to guests inside the building or out on the deck.
- Anyone found smoking in the no smoking areas will be advised of the no smoking policy. The Renter will be
 notified as well. If guests or the Renter have to be told a second time, the Renter will lose the entirety of
 their 20% refundable deposit and possible termination of the event.

Alcohol - Beer, wine, liquor, and champagne are permissible for consumption at the Ypsilanti Freighthouse.

- Kegs and ice must be placed in containers that do not sweat or develop condensation. Also, a floor covering
 must be placed under the containers to prevent water damage to the floor.
- If there is a liquid spill or leakage, please notify the Event Manager on-site so it is cleaned up as soon as possible.
- Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them alcohol.
- The Event Manager is authorized to close the bar down if, in his or her sole discretion, alcohol consumption becomes a dangerous situation and is the cause of damage to the property.
- If renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the Friends of the Ypsilanti Freighthouse and the City of Ypsilanti are additional insureds with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Event Manager with a certificate of insurance at least 30 days prior to the Event.
- If Renter will contract with a caterer or third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain, at its sole cost and expense, comprehensive general liability insurance with combined single limit coverage \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Friends of the Ypsilanti Freighthouse, the City of Ypsilanti, and Renter shall be named as additional insureds. Renter will furnish the Event Manager with a certificate of such insurance at least 30 days prior to the Event.

Trash and Recycle Disposal - Cleaning up after each event is critical to ensuring return of your full damage deposit. Renters will dispose of all trash in the provided bins and bags. For an additional \$100 fee, the Event Manager will dispose of all trash following the event. Renter can also take the trash away at no additional cost or fee. The Friends of the Ypsilanti Freighthouse will provide trash bags.

- Note: If Renter does not pay the additional trash removal fee and fails to properly remove ALL trash from the premises, a \$100 fee will be deducted from the damage deposit.
- Vendors/Renters may use sinks to dispose of water-based organic liquids and food juices only (no oils). There
 are no garbage disposals.

Pets – Due to the nature of the historic building, no pets of any kind are allowed inside the Great Hall at the Ypsilanti Freighthouse. Service animals are excluded. The FOYF follows State of Michigan service animal legislation. Exceptions to this rule may be negotiated. <u>State of Michigan Registered Service Animals FAQ.</u>

VENDOR POLICIES

Due to the historic and sensitive nature of the Ypsilanti Freighthouse Great Hall, vendors are required to sign and execute our "Vendor Agreement Policy," required by the FOYF to help protect and preserve this historic building. Once a vendor has so signed and executed this policy, they will be kept in our files for the season and are not required to sign again until renewal.

If your chosen vendor has not signed this policy, please have them contact us prior to being booked by you. Renter is fully responsible for non-approved vendors regarding clean up, garbage removal, conduct and damage or excessive cleaning for FOYF staff.

By the Friends of the Ypsilanti Freighthouse listing a vendor as "approved," it is not endorsing that vendor or making any statement or determination regarding that vendor's qualifications, skill, or the quality of its products or services. The FOYF is not responsible to Renter for any vendor, whether approved or not, in a vendor fulfilling contracts, obligations, refunds, or conduct with regard to any agreement between Renter and any vendor. Please make sure to read each vendor contract carefully and that they have fulfilled the requirements to work at the Ypsilanti Freighthouse.

Preferred Catering Vendors – All catering vendors MUST contact the Event Manager at least sixty (60) days prior to the event to review and agree to separate terms and conditions protecting and preserving the historic site.

Additional Decor Rental Agreement with Preferred Vendor - The FOYF use a preferred vendor for tables, chairs, and other supplies you may need for your event. Orders must be finalized, and payment of additional decor due thirty days (30) prior to the event.

Deliveries and Pickup – All rental items and vendor equipment must be delivered and removed during the party's rental hours.

- · The fire lane directly in front of the building may be used for loading and unloading
- Keys must be left in vehicles at all times while in the loading zone, in case of emergencies.
- Loading and unloading is restricted to 15 minutes.

RESPONSIBILITY, INDEMNITY, WAIVER

Conduct - The conduct of all Event participants, spectators, service providers and volunteers while on the premises shall be the responsibility of the Renter. Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property or literary or artistic content on the premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable laws, rules and regulations, including without limitation the Guidelines will be cause for eviction. FOYF retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.

Release - Renter, on behalf of itself, its assigns, subrogees, representatives and all other persons or entities acting for, by or through it, hereby releases and forever discharges the FOYF and the City of Ypsilanti, their respective trustees, directors, officers, agents, representatives, employees, and insurers, from any and all liability, claims, demands, actions or rights of action, of whatever nature, character or description, for personal injury, property damage or death that arise from, are related to or are in any way connected with Renter or its guests or invitees use of the Space or the premises ("Claims"), including without limitation and to the fullest extent permitted by law, any Claims in part or in whole arising from, related to or in any way connected with the alleged or in fact negligent acts or omissions of the FOYF, its directors, agents, employees, officers, and representatives. In the event Renter suffers any loss to person or property, Renter shall look solely to its, his or her insurance coverage, if any, and shall make no claim whatsoever against the FOYF or the City of Ypsilanti.

Indemnity - Renter shall, to the fullest extent permissible under law, defend, indemnify and hold harmless FOYF and the City of Ypsilanti, their respective trustees, directors, officers, agents, representatives, employees, contractors and licensees from and against any and all claims, actions, causes of action, demands, judgments, liabilities, losses, damages, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (i) any personal injury, property damage, death or other liabilities of whatever kind or nature, that arise from, are related to or are in any way connected with Renter or officers, employees, agents, contractors, guests or invitees use of the space or the premises ("Claims"), including without limitation and to the full extent permitted by law, any Claims in which it is asserted and/or proved that the FOYF or the City of Ypsilanti, their respective agents, employees, officers, directors, contractors and/or representatives, was itself negligent or otherwise at fault; or (ii) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (iii) any violation of any federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any insurance coverage required under this Agreement. The indemnification obligations herein shall survive the termination of this Agreement.

Waiver - If the facility is damaged or otherwise unavailable because of unforeseen causes beyond the control of the FOYF, including but not limited to, such acts of God, war, riots strikes, fire, flood, epidemics, quarantines, lack of utilities, severe weather, or the like, then this Agreement shall terminate, Renter's damage deposit will be returned (less any monies expended or contracted for, and for which the FOYF cannot cancel), and Renter waives all rights to any claims against the FOYF and the City of Ypsilanti. The FOYF shall have no obligation to provide alternative facilities. Renter will be given at least three (3) months notice, and full refund of the rental fee and damage deposit if the Friends of the Ypsilanti Freighthouse are unable to accommodate the event due to unforeseen circumstances.