

E.W. MARLAND ESTATE FACILITY RENTAL CONTRACT AND POLICIES

901 Monument Road, Ponca City, Oklahoma 74604 – 580.767.0420

SECTION 1. POLICY DEFINITIONS

The following words and phrases shall have the meanings given herein:

1. **Facility(s)** shall mean the Marland Estate (“Mansion Gallery,” “Mansion Lower Level,” “Mansion North Terrace, North Grounds, Gazebo & East Terrace,” “Mansion East Patio & East Grounds,” “Mansion Boathouse & Adjacent Grounds,” “Lydie’s Cottage & Patio”).
2. **Rental Contract** shall mean the written permission issued to an applicant by Management of Facility(s), under the authority and conditions as provided herein, and shall mean and include any amendment or supplement to same.
3. **Renter** shall mean any persons, association, organization, partnership, business, school, company, or corporation that is granted a Rental Agreement to use Facility(s).
4. **Management** shall mean Facility Director or his/her designee.
5. **Event** shall mean class reunion, party, dance, wedding, training, banquet or any other event held at Facility(s).

SECTION 2. RENTAL CONTRACT POLICY

1. A Rental Contract for use of Facility(s) or any part of Facility(s) thereof shall be issued by and signed by Management. Management may require the rental applicant to provide any information necessary to determine use of Facility(s), arrangements, and any special services necessary for the proper management of any Event scheduled in Facility(s). Management may require such information to be set forth in writing prior to the issuance of Rental Contract or at such time before the coordination of Event as may be deemed necessary. No person may use Facility(s) without first having obtained a written Rental Contract from Management and paid appropriate fees and deposit. No verbal agreements for use of Facility(s) or any part of Facility(s) thereof shall be binding upon Management or upon the City of Ponca City. Management is authorized to contract for the rental of Facility(s) on behalf of the City of Ponca City, subject to the provisions herein. Management reserves the right to refuse to schedule any Event that for any reason is not in the best interest of Facility. The City of Ponca City, represented by Management, may cancel the Rental Contract of any person or organization if, in the opinion of Management, the person or organization is not acting in the best interest of Facility(s). In the event of cancellation by Management, rental fees previously paid by Renter may be retained by the City of Ponca City. Renter must have no history of violating any rental contract with the City or any of its public trusts in order to be eligible to rent this facility.
2. Scheduling:
 - a. Facility(s) rentals may be made up to one year in advance.
 - b. A signed Rental Contract and payment of the required fees guarantees Facility(s) rental and date.
3. Fees:
 - a. Renter shall pay Management the first half of non-refundable Rental Fee(s) and total Clean Up/Damage Deposit upon booking. The second half of the Rental Fee(s) shall be paid no later than 90 days prior to the date of the Event and it is non-refundable. If facility(s) is booked within 90 days of the event, all Rental Fees are to be paid at the time of booking and are non-refundable. Failure to pay Rental Fee(s) 90 days prior to the date of the Event will result in cancellation of Rental Contract.
 - b. Renter shall pay Security Guard(s), before the conclusion of the event, the Security Guard fee based upon the number of hours worked.
 - c. Renter may be billed after the event for variables such as agreement violations, property damages and/or clean up and trash removal, resulting either directly or indirectly from such occupancy or use of Facility, by or through the

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- negligence or other acts of Renter, his/her agents and employees, or any person or persons participating in or attending Event.
- d. Payment(s) shall be made by cash, check, credit card (VISA or MasterCard), or company purchase order.
 - e. All monies received as rental for Facility(s) shall be paid through and deposited by Management to the City of Ponca City Finance Department.

SECTION 3. FACILITY SERVICES POLICY

1. Rental of Facility shall include set up time on the day of the Event, as follows:
 - a. Monday through Saturday - 9:00 a.m. to 5:00 p.m.
 - b. Sunday - 12:00 p.m. to 5:00 p.m.
2. Rental of Facility(s) shall include normal heat, light, water, air conditioning, tables, chairs, and building maintenance, but shall not entitle Renter to any personal services outside of normal hours of operation.
3. Facility shall provide setup of its tables and chairs indoors only. Any rented furnishings/equipment will be setup and removed by Renter at the conclusion of the Event.
4. Renter is responsible for removing all trash and any decorations from Facility(s) at the conclusion of Event, and placing said trash in dumpster in parking lot. Trash dumpsters are available in the following locations:
 - a. Lydie's Cottage and Patio – Located on the north side of the Cottage.
 - b. Marland Mansion – Located on the northwest corner of main parking lot.
 - c. Marland Mansion – Located on back drive southeast of Mansion East Patio.

SECTION 4. SECURITY OFFICERS POLICY

1. Security Officers are required for Event if either of the following conditions apply:
 - a. If Event will be held after 5:00 p.m. and/or
 - b. If alcoholic beverages will be served.
2. Security Officers will be scheduled for duty as follows:
 - a. Management has the right to determine the number of Security Officers needed for Event.
 - b. More than one hundred twenty-five (125) guests at an event at the Marland Mansion will automatically require an additional officer.
 - c. Management will only schedule Security Officers who are employed with the Ponca City Police Department.
 - d. A Security Officer will arrive at 5:00 p.m., or at the Event start time if alcohol is served before 5:00 p.m., and will remain on duty until the premises are vacated.
 - e. If more than one Security Officer is required, the additional Security Officer(s) will arrive at the start time of the Event and leave at the end of Event.
 - f. There is a 2 hour minimum for each Security Officer on duty.
 - g. A Security Officer may call for extra Security Officer(s) during Event if he/she deems it necessary.
 - h. The Security Officer(s) will close and lock doors at end of allotted rental time.
3. Renter must make payment directly to Security Officer(s) before the conclusion of Event.
 - a. Security Officer(s) will be paid an hourly fee based upon number of hours worked at Event. Additional officer(s), if needed or required, will be paid an hourly fee based upon number of hours worked at Event.
 - b. A receipt for the hours worked will be provided to the Renter by the Security Officer(s).

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SECTION 5. FOOD SERVICES POLICY

1. Renter selects and pays for caterers. Caterers subject to approval by Management.
2. All food brought into Facility(s) shall be ready to serve. Work areas are available for final preparation, but no cooking is allowed in Facility(s).
3. Only Sterno heat may be used with warming trays. No propane or other warmers are allowed in Facility(s).

SECTION 6. PERMITS AND LICENSES POLICY

1. It shall be the Renter's responsibility to obtain and post any and all licenses and/or permits which may be required by the law for the lawful conduct of any activities, which Renter intends to conduct at Facility

SECTION 7. ALCOHOLIC BEVERAGE SERVICE POLICY

1. Renter, their guests, agents and employees shall be responsible for **complying with State of Oklahoma and Kay County liquor laws.**
2. Renter, their guests, agents and employees shall not bring or permit any person or entity to bring any beverage containing alcohol at concentrations greater than 1% to the event, other than the holder of a current catering liquor license for Event, issued by the A.B.L.E. Commission; any guest, agent or employee in violation of this provision must be immediately removed from the event and the grounds by the renter, together with all such beverages.
3. Oklahoma A.B.L.E. requires a current catering liquor license for any person or company serving beer or liquor.
4. Licensed liquor caterers shall be required to post a current liquor license at Event. No alcoholic beverages are allowed for these events, except such beverages as are supplied by the licensed liquor caterer.
5. Kegs shall be kept behind the bar area. (Kegs are only allowed on the Lower Level of the Marland Mansion, if the event is held indoors.)
6. No glass beer containers are allowed.
7. At least two Security Officers at the Marland Mansion will be required for any Event at which alcoholic beverages are served.
8. Licensed liquor caterers shall not serve more than two individual servings, at a time, of a beverage containing alcohol to any guest, agent, or employee of the renter, and shall not serve any such beverage to any person who is or who appears intoxicated. To assure that no underage drinking of alcoholic beverages occurs, licensed liquor caterers shall request age verification with a governmental identification document of any person under the age of 26 who requests an alcoholic beverage.

SECTION 8. WEDDING REHEARSAL POLICY

1. The rehearsal must be scheduled in advance and is subject to Facility availability (NOT guaranteed).
2. A rehearsal scheduled after 5:00 p.m. will require one or more Security Officers.

SECTION 9. ADDITIONAL INSURED MAY BE REQUIRED POLICY

1. Management may, at his/her discretion depending on risk as advised by City Attorney, require any person renting Facility to name the City of Ponca City as an additional insured on event liability insurance.

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SECTION 10. GENERAL TERMS AND CONDITIONS

1. Renter and their guests, agents and employees shall at all times conform to all rules and regulations for the use and occupancy of and operations in Facility(s), as adopted, issued, or ordained, from time to time, by the City of Ponca City.
2. Any violation of such rules and regulations by any of the persons mentioned in this section shall, at the discretion of Management or his/her designee, subject such person or persons to immediate expulsion from Facility and the forfeiture of all rental fees paid under the Rental Agreement for the full term thereof.
3. Smoking indoors is prohibited. It is unlawful to smoke tobacco, clove, herbal, alternative smoking products or vapor producing products within any indoor place, used by or open to the public, except as may be permitted by Oklahoma Statutes. It is also unlawful to smoke such products within twenty five feet (25') of the entrances to such public or open to the public facilities.
4. Animals are not allowed anywhere in Facility(s), with the exception of service animals; However, service animals shall be in harness or wearing appropriate equipment/clothing identifying the animal as a service animal.
5. Fires are not allowed in any fireplace in Facility(s). Open flames are not allowed anywhere on premises. Self-contained (enclosed by fireproof glass, metal or other safe non-flammable means) or battery operated candles only are allowed at Event. Fireworks are not permitted.
6. Fog machines are not allowed anywhere in Facility(s) or on premises.
7. Balloons are not allowed, unless authorized by Management.
8. Items thrown at Events such as confetti, rice and birdseed are not allowed on premises. Blowing soap bubbles is only permitted outdoors. Natural flower petals are only permitted outdoors and artificial flower petals are only permitted indoors.
9. Tables and chairs owned by the Facility(s) may not be used outdoors.
10. Management must approve layout of Event, including electrical and food requirements. Outdoor sound system/speakers must face toward Facility, not toward neighboring homes.
11. Management must approve the use and location of any decorations, exhibits, equipment, or supplies to be used for Event. No tape, staples, wire, etc., may be used to affix decorations, exhibits, or signs to any walls, doors, floors, or other parts of Facility(s).
12. A yard sign no larger the 4 feet by 8 feet may be placed on the grounds of the facility ONLY on the day of the Event with previously written approval from Management.
13. Only staff members with prior written approval of Management are allowed to move, rearrange, or remove any equipment, furnishings, or other articles that are the inventoried property of the City of Ponca City. Renter must obtain written permission one week in advance from Management before any such actions may be undertaken.
14. Facility(s) will remain open for visitors during normal business hours.
15. Management and other authorized representatives of the City of Ponca City shall have the right to enter any part of Facility(s) at any time during occupancy.
16. Any equipment or property of Renter remaining at Facility(s) for more than ten days after the conclusion of Event may be deemed abandoned and may be disposed of by Management as is deemed advisable and as authorized by law.
17. Events must be concluded and all guests must be out of Facility(s) as follows:
 - a. Inside Marland Mansion - 12:00 a.m.
(Bars, bands and disc jockey shut down by 11:30 p.m.)
 - b. Outside Marland Mansion - 12:00 a.m.
(Bars, bands and disc jockey shut down by 11:00 p.m.)

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- c. Inside Lydie's Cottage – 12:00 a.m.
(Bars, bands and disc jockey shut down by 10:00 p.m.)
- d. Outside Lydie's Cottage – 10:00 p.m.
(Bars, bands and disc jockey shut down by 10:00 p.m.)

SECTION 11. RENTAL FACILITIES

1. Mansion Gallery: Includes the Ball Room and North Salon, Loggia and Restrooms on Lower Level. Use of the Bridal Room is also included. The grand piano in the Ballroom is available for use, but may only be played by a trained pianist. Ballroom Capacity: Theater Seating 140, Dinner Seating 104, Standing 120. North Salon Capacity: Standing 120.
2. Mansion Lower Level: Includes the Inner Lounge, Outer Lounge, Hunt Kitchen and Restrooms. Use of the Bridal Room is included with the Lower Level rental. A stage located in the Outer Lounge is available for Event use. Inner & Outer Lounge Capacity: Theater Seating 140, Dinner Seating 104, Standing 200.
3. Mansion North Terrace, North Grounds, and East Terrace: These areas are adjacent to the Mansion Gallery and are only available for rent with rental of the Mansion Gallery or Mansion Lower Level.
4. Mansion East Patio and East Grounds: This area is adjacent to the Mansion Lower Level and is available for rent with rental of the Mansion Lower Level or Mansion Gallery.
5. Mansion Boathouse, Gazebo, and Adjacent Grounds: These areas are only available for rent with the rental of the Mansion Gallery or Mansion Lower Level.
6. Lydie's Cottage & Patio: Includes the Banquet Room, Patio Area, Kitchen and First Floor Restrooms. The ground floor Bedroom may be used as a special event dressing space. Cottage Capacity: Theater Seating 64, Dinner Seating 64, Standing 64. Patio Capacity: Standing 100
7. Clean-Up/Damage Deposit: Only required with Rental Contracts requiring Security Officer(s). Deposit is due with the first half of the non-refundable fee(s) and signed contract. Facility(s) will be evaluated for return of Clean-Up/Damage Deposit after Event and if appropriate, deposit will be returned to Renter by mail.
8. Mansion Inclement Weather Plan: Only available on day of Event with inclement weather, Management approval, and a Rental Contract including outdoors Rental. Renter may rent the other floor of the Mansion not rented, (Mansion Gallery or Mansion Lower Level) for the Mansion Inclement Weather Plan Fee. Fee must be paid on the day of Event and before Event set up. Mansion tables and chairs not available for set up.