



**Department of
Higher Education**

John R. Kasich, Governor
John Carey, Chancellor

DIRECTIVE 2017-041

May 18, 2017

**RE: JOINT USE AGREEMENT BETWEEN NORTH CENTRAL STATE COLLEGE AND
DOWNTOWN MANSFIELD, INC.**

North Central State College has been granted appropriations contained in Senate Bill 310 of 131st General Assembly in the amount of two hundred thousand dollars. North Central State College will use the funds to improve the facility owned by Downtown Mansfield, Inc. As required by Ohio Administrative Code section 3333-1-03, North Central State College submitted a Joint Use Agreement for consideration and approval by the Chancellor.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than twenty years
- The value of use to Ohio higher education institutions is reasonably related to the amount of the appropriation

Agency staff reviewed the agreement and posted its recommendations to the Department's website for the purpose of providing a period of public comment before final approval by the Chancellor. The materials posted for comment and the joint use agreement are attached to this document.

Based on my review of staff recommendations, I hereby approve the Joint Use Agreement between North Central State College and Downtown Mansfield, Inc.

This directive will take effect immediately.


John Carey
Chancellor, Department of Higher Education

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JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is entered into by and between North Central State College, an instrumentality of the State of Ohio, created under Chapter 3357 of the Ohio Revised Code, whose address is 2441 Kenwood Circle, Mansfield, Ohio 44906, and Downtown Mansfield, Inc., ("DMI"), whose address is 101 ½ North Main Street, Mansfield, Ohio 44902.

WHEREAS, the 131st General Assembly through Senate Bill 310 appropriated \$2,595,000 to North Central State College of which a \$200,000.00 line item is designated as funding for a community project involving renovations to an outdoor entertainment venue located at 21 W. Temple Ct., Mansfield, Ohio 44902 and known as The Brickyard.

WHEREAS, the designated funding will support DMI's renovation and North Central State College's eventual use of The Brickyard.

WHEREAS, Ohio Administrative Code §3333-1-03(E) requires a public institution to submit to the Chancellor of the Ohio Department of Higher Education a joint use agreement that contains the requirements in Ohio Administrative Code §3333-1-03(E)(1)-(11) for review and approval.

WHEREAS, through the worksheet included in this Agreement as Attachment A, North Central State College has demonstrated that the value of the use of the The Brickyard is reasonably related to the amount of the appropriation.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed to between the parties as follows:

1. **FACILITY OWNED.** The funds appropriated will go towards renovation of The Brickyard and DMI owns the real property where The Brickyard will be renovated.
2. **USE OF FACILITY BY COLLEGE.** North Central State College will use The Brickyard for entrepreneurial and arts based curriculum programs and events. North Central State College, its trustees, employees, volunteers, and students will have access to The Brickyard at no cost, and DMI agrees it will not charge or cause North Central State College to pay or incur any costs for North Central State College's and its trustees', employees', students', and volunteers access and use.
3. **TERM.** The term of this Agreement will begin on the date The Brickyard is ready for occupancy and continue in full force and effect for twenty (20) years thereafter.
4. **REIMBURSEMENT OF FUNDS.** Should North Central State College's right to use The Brickyard be terminated prior to the expiration of the 20-year term, DMI will reimburse the State of Ohio a pro rata portion of the \$200,000 appropriation calculated by dividing \$200,000 by 20 and multiplying that sum by 20 less the number of full years The Brickyard is used by North Central State College.

5. USE OF FUNDS. The \$200,000 of appropriated funds, less North Central State College's administrative fee, shall be used only for capital improvements and not operating costs and the funds shall be used only as defined in Senate Bill 310 referenced hereinabove.
6. LIABILITY AND INSURANCE. DMI agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, general liability insurance and property insurance, including fire insurance, that will insure against any and all claims for damage to property occurring or arising out of its obligations set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one (1) person as a result of any one (1) accident or disaster, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage in any one (1) accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by North Central State College. Any insurance policy required hereunder shall include an endorsement naming North Central State College and the State of Ohio as additional insureds. Prior to the effective date of this Agreement, DMI shall provide North Central State College with (i) a copy of such endorsement and (ii) a certificate reflecting the coverage of the policy, each in a form acceptable to North Central State College in its sole discretion. DMI shall provide written notice to North Central State College no less than thirty (30) days prior to a cancellation, non-renewal, expiration or material alteration of the coverage contained in any policy required hereunder, and shall provide to North Central State College evidence of continuing coverage of any required policy no less than thirty (30) days prior to its expiration. In addition, DMI will hold harmless North Central State College, its trustees, employees, staff, agents, volunteers, students, and the State of Ohio from all liability for construction, operation, and maintenance costs of The Brickyard. In no event shall either party be liable to the other party for indirect, consequential, incidental, special or punitive damages, or lost profits. To the fullest extent permitted by applicable law, DMI waives all rights against North Central State College, its trustees, employees, staff, agents, volunteers, students, the State of Ohio, and its agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.
7. COMPLIANCE WITH LAWS. DMI, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
8. APPROPRIATION ADMINISTRATIVE FEE. North Central State College shall be reimbursed for administrative costs incurred as a result of the project(s) covered by this Agreement equal to 1.5% of the appropriated amount.
9. COMPETITIVE BIDDING. In performing its obligations pursuant to this Agreement, DMI agrees to comply with and follow competitive bidding procedures which include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding

contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.

10. **PREVAILING WAGES.** DMI shall comply with the prevailing wage requirements described under R.C. Chapter 4115. DMI shall pay to laborers and mechanics performing work on The Brickyard the prevailing wage rates of the locality where the work will be performed, as determined by the Ohio Department of Commerce, Wage and Hour Bureau. DMI shall submit payroll reports that are certified by DMI that the payroll is correct and complete and the wage rates shown are not less than those required by this Agreement. DMI is responsible for submitting payroll reports of its subcontractors.
11. **SAFETY PRECAUTIONS.** DMI shall take reasonable precautions to ensure the safety of individuals doing the work on The Brickyard. DMI is responsible for designing and implementing its own safety program, including compliance with Occupational Safety and Health Administration regulations.
12. **DRUG-FREE SAFETY PROGRAM.** Throughout the performance of the work on The Brickyard, DMI shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in R.C. 153.03 ("OBWC-approved DFSP"). As required under R.C. 153.03(E):
 - a. DMI shall require all subcontractors with whom DMI is in contract for the public improvement to be enrolled in and be in good standing in the DFSP or an OBWC-approved DFSP prior to a subcontractor providing labor at the project site of the public improvement.
 - b. Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the DFSP or an OBWC-approved DFSP prior to a lower-tier subcontractor providing labor at the project site of the public improvement.
 - c. Failure of DMI to require a subcontractor to be enrolled in and be in good standing in the DFSP or an OBWC-approved DFSP prior to the time that the subcontractor provides labor at the project site will result in DMI being found in breach of this Agreement and that breach shall be used in the responsibility analysis of DMI or the subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.
 - d. Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the DFSP or an OBWC-approved DFSP prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of this Agreement and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.
13. **AMENDMENTS.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless

specifically agreed upon in writing by the parties hereto, and are approved by the Ohio Department of Higher Education and submitted to the Chancellor before any amendment takes effect.

14. **PAYMENT.** Following appropriate state approvals, the funds provided in Senate Bill 310 and subject to this Agreement will be released to North Central State College and subsequently transferred to DMI after presentation by DMI of invoices or other evidence of expenditures related to obligations incurred by or on behalf of DMI for permitted use of the appropriated funds. Such obligations must be properly documented to the reasonable satisfaction of North Central State College. No payment by North Central State College or receipt thereof by DMI, or any endorsement or statement on any check or any letter accompanying any check or payment, shall prejudice the right of North Central State College to audit and recover a balance it deems as unpaid or pursue any other remedy in this Agreement.
15. **TERMS AND CONDITIONS OF USE.** In addition to any other terms and conditions set forth in this Agreement, DMI agrees and shall permit North Central State College, its employees, students, and agents access and use of The Brickyard at no cost whether that is part of an educational or degree seeking program or otherwise. The parties may expand upon the terms and conditions set forth in this paragraph 15 by jointly executing written amendments in accordance with the procedure set forth in paragraph 13 above. To the extent any amendments conflict with the terms of this Agreement, the terms of this Agreement shall control.
16. **STATUS REPORTS TO COLLEGE.** DMI is required to submit to North Central State College at least quarterly a written report regarding the status of The Brickyard project. Each report must certify that receipts, contractor and subcontractor invoices, payroll information, and the like, as well as prevailing wage and competitive bidding documentation are maintained by DMI and are available for review by North Central State College upon request. Each report must be signed by an appropriate business official of DMI and delivered to the office of the Treasurer, c/o North Central State College, 2441 Kenwood Circle, Mansfield, Ohio 44906. In addition to the above reports, DMI agrees to provide information to North Central State College upon reasonable request.
17. **RECORDS.** DMI shall establish and maintain, during the term of this Agreement and for at least three (3) years after the termination hereof, such records as may be required by the Ohio Department of Higher Education, the Ohio Auditor of State, and North Central State College, or to comply with all applicable laws, including laws and regulations governing standards for accounting and reporting of funds. Such records include, but are not limited to, financial reports, activity reports, participant information, and all other relevant information. The parties further agree that records required by North Central State College with respect to any questioned costs, audit disallowances, or any other disputes shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, DMI shall separate and make available to North Central State College all such records related to The Brickyard project activities for which North Central State College has disbursed funds.

18. RELATIONSHIP OF PARTIES.
- a. DMI shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service and office space. DMI will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
 - b. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
 - c. It is fully understood and agreed that DMI is an independent contractor and neither DMI nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of North Central State College or the State of Ohio.
19. CERTIFICATION OF FUNDS. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that North Central State College gives DMI written notice that such funds have been made available to the College by the College's funding source.
20. QUALIFICATIONS TO DO BUSINESS. DMI affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement DMI, for any reason, becomes disqualified from conducting business in the State of Ohio, DMI will immediately notify North Central State College in writing.
21. DEBARMENT. DMI represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.
22. DRUG FREE WORKPLACE. DMI agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work on the facility purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
23. NON-DISCRIMINATION OF EMPLOYMENT. DMI agrees that it, any subcontractor, and any person acting on behalf of DMI or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person. DMI further

agrees that it, any subcontractor, and any person acting on behalf of DMI or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

24. **CONTROLLING LAW.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. DMI consents to jurisdiction in a court of proper jurisdiction in Richland County, Ohio.
25. **WAIVER.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
26. **SUCCESSORS.** Neither this Agreement nor any rights, duties or obligations hereunder may be transferred in whole or in part by DMI without the prior written consent of North Central State College and the Ohio Department of Higher Education.
27. **NOTICES.** Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
28. **CONFLICT.** In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
29. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
30. **SEVERABILITY.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
31. **EXECUTION.** This Agreement is not binding upon North Central State College unless executed in full, and is effective as of the last date of signature by North Central State College.

32. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
33. FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DMI

NORTH CENTRAL STATE COLLEGE

By: Jennifer L. M.

By: Koffi C. Akalga

DMI: [Signature]

DMI: [Signature]

Title: CEO

Title: CFD

Date: 3/30/2017

Date: 3/31/17

Treasurer Certification:

This signature certifies the amount required to meet the obligation in the fiscal year in which the Agreement is made has been lawfully appropriated for such purpose, and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

Date: _____

By: _____
North Central State College's Treasurer

ATTACHMENT A

Project: DMI/The Brickyard Edutainment District

Date: 3/16/2017

Section I: State appropriation information.

1. Amount of state appropriation provided: \$200,000
2. Estimated annual debt service on the appropriation: \$15,376.00
3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

Use(s) of the facility*	Annual value of use	# of years
a. Satellite classroom/multi discipline	\$ 2,400	20
b. Practicum lab at build 128/ Applied studies/multi discipline	\$ 5,400	20
c. External classroom/multi discipline	\$ 2,400	20
d. Practicum Lab at Brickyard Stage/ Applied studies/multi discipline	\$ 6,000	20
e.	\$	
f.	\$	

(* List additional uses on separate page as needed.)

Section III:

On a separate page, explain how each use listed in Section II was valued for this analysis. Direction: The purpose of this worksheet is to enable a campus to demonstrate how the value of the uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the partner entity. Section I is to be filled out by the staff of the Board of Regents. Sections II and III are to be filled out by the partner campus.

Section III:

- A. The Satellite Classroom, known as Build128, will allow for additional classroom space for the current entrepreneurial program in which NCSC offers as well as planned future offerings. Build128 is adjacent to the current Urban Center facility and conveniently located to the underserved market of students, the College is targeting for post high school studies. This location is familiar with current and future students and will allow for brand expansion without permanent expense.
1. Satellite Classroom, Build128 may be rented at \$50 per hour. Valuation has been determined as usage at 4 hours, per month at 12 months or 48 hours annually or 48 hours annually for a 20-year term.
 - a. Monthly Rate: \$50 at 4 hours per month = \$200 per month
 - b. Annual Rate: \$200 per month x 12 months = \$2,400 annually
 - c. Twenty Year Term: \$2,400 per year x 20 years = \$48,000 over term
- B. Practicum Laboratory at Build128, will allow NCSC to provide real time entrepreneurial experience to students ready to test market products or business model, prior to commitment. Local entrepreneurs will be able to apply curriculum learned within a brick and mortar structure, complete with established foot traffic and business required amenities. NCSC will be able to join the ranks of regionally based peers and provide students with programming previously available in bigger markets.
1. Practicum Laboratory, Build128 may be rented at \$150 per hour. Valuation has been determined as usage at 3 hours per month at 12 months or 48 hours annually for a 20-year term.
 - a. Monthly Rate: \$150 at 3 hours per month = \$450 per month
 - b. Annual Rate: \$450 per month x 12 months = \$5,400 annually
 - c. Twenty Year Term: \$5,400 per year x 20 years = \$108,000 over term
- C. The External Classroom, known as the Brickyard Stage, will allow NCSC to further performance and applied arts studies, in an atmosphere readymade for performance arts and entrepreneurial science. The Brickyard is also adjacent to the current Urban Center facility, well known throughout the community and offers performance arts based education via a Downtown Mansfield, Inc. (DMI) partnership with Pioneer Arts Academy. This opportunity will allow for NCSC programmatic expansion with the possibility of tapping into future readymade students, already familiar with performance arts curriculum courtesy of Pioneer Arts Academy.
1. External Classroom, Brickyard Stage may be rented at \$50 per hour. Valuation has been determined as usage at 4 hours per month at 12 months or 48 hours annually for a 20-year term.
 - a. Monthly Rate: \$50 at 4 hours per month = \$200 per month
 - b. Annual Rate: \$200 per month x 12 months = \$2,400 annually
 - c. Twenty Year Term: \$2,400 per year x 20 years = \$48,000 over term
- D. Practicum Laboratory at The Brickyard Stage, will allow NCSC to provide readymade,

practicum space to students prepared to take their production, performance art and marketing skills to the test. The Brickyard is a plug and play venue, complete with ample electricity, abundant parking and a devoted audience.

1. Practicum Laboratory at The Brickyard Stage may be rented at \$500 per 3-hour time block. Valuation has been determined as usage at 1, 3-hour time block per month or 36 hours annually for 20-year term.
 - a. Monthly Rate: \$500 for three hours = \$500 per month
 - b. Annual Rate: \$500 per month x 12 months = \$6,000 annually
 - c. Twenty Year Term: = \$6,000 per year x 20 years = \$120,000 over term

TWENTY YEAR TOTALS:

A.1.c	Satellite Classroom/Build128	\$48,000
B.1.c	Practicum Laboratory/Build128	\$108,000
C.1.c	External Classroom/Brickyard Stage	\$48,000
D.1.c	Practicum Laboratory/Brickyard Stage	<u>\$120,000</u>
Comprehensive Twenty Year Total		\$324,000

- E. Rates listed are actual rates charged by DMI to all parties interested in the rental of the facilities. Please see Attachment B for current Build128 fee schedule and Attachment C for current Brickyard Stage fee schedule.
- F. Rates are market based and comparable to like facilities within the region.
- G. Costs assessed are based upon the following, facility usage liability insurance, appropriation of site management staff, sanitation, trash removal and electricity. Capital appropriation funding will enable Downtown Mansfield, Inc. (DMI) to leverage private investment in support of entrepreneurial services and education.
- H. As a partner in Build128 and The Brickyard, NCSC now has no cost access to the facilities, support in the form of DMI staff and infrastructure necessary to the expansion of curriculum and practicum programming both future and current within the North Central State Urban Center Program.



Attachment B
Downtown Mansfield, Inc.
Brickyard Rental Agreement



Applicant Information	Name (on-site event supervisor)		Today's Date	
	Organization		Primary Phone	
	NonProfit Organization Yes <input type="checkbox"/> No <input type="checkbox"/>		Email Address	
	Is this an organization sponsored event Yes <input type="checkbox"/> No <input type="checkbox"/>		City, Zip Code	
	Address			
Event Information	Event Title		Event Date	
	Type of Event Please check all that apply Community Forum <input type="checkbox"/> Concert <input type="checkbox"/> Fundraiser <input type="checkbox"/> Social Gathering <input type="checkbox"/>			
	Start Time		End Time	
	Approximate Attendance			
	Is the event free and open to the public Yes <input type="checkbox"/> No <input type="checkbox"/>		If admission is charged, indicate cost here	
	I have read and understand DMI has proprietary arrangements with food and beverage vendors, sound engineers, sanitation and trash removal services. Yes <input type="checkbox"/> No <input type="checkbox"/>			
	I have read and understand that any and all areas accessed by my organization, must be returned to the pre rental state. Including removal of trash/debris and return of DMI event infrastructure used for the event. Yes <input type="checkbox"/> No <input type="checkbox"/>			
I have received, read and understand the terms as outlined in the Brickyard Rules of Use document. Yes <input type="checkbox"/> No <input type="checkbox"/>				
Special Use Items	Do you plan to sell alcoholic beverages? Yes <input type="checkbox"/> No <input type="checkbox"/>		Type of permit applied for	
	I understand that the DMI Board of Directors must approve all permits prior to event day. Yes <input type="checkbox"/> No <input type="checkbox"/>			
	I understand that the DMI Board of Directors has the right to refuse any and all alcoholic beverage sales at the Brickyard, regardless of the approval by the State of Ohio Department of Liquor Control. Yes <input type="checkbox"/> No <input type="checkbox"/>			
	Do you plan to erect a temporary amusement structure?(bounce house, dunking booth, etc) Yes <input type="checkbox"/> No <input type="checkbox"/>			
	Do you plan to have animals for show, display or rides? Yes <input type="checkbox"/> No <input type="checkbox"/>			
	I understand that any of the aforementioned activities set to take place at my event may require additional public liability insurance. Yes <input type="checkbox"/> No <input type="checkbox"/>			
I understand that any additional insurance required will be at the sole discretion of the DMI Board of Directors and any costs associated with the additional coverage will be at my cost. Yes <input type="checkbox"/> No <input type="checkbox"/>				
Pricing & Signature	I would like to include the following items:		Please include all items needed	
	Infrastructure: Option 1: \$50 Includes, 5 tables, 25 chairs, 5 waste cans Option 2: \$100 Includes, 10 tables, 50 chairs, 5 waste cans Coolers: \$25 5 large coolers available Dumpster: \$75 4 cubic yards, price subject to vendor Portable Restrooms: \$75/\$150 Standard/Accessible, price subject to vendor Beverages: Per case price, subject to vendor Coke, Dasani, Diet Coke Monster or Sprite		Option 1: _____ Option 2: _____ Coolers: Qty _____ x \$25 _____ Dumpster: Qty _____ x \$75 _____ Standard restrooms: Qty _____ x \$75 _____ Accessible restrooms: Qty _____ x \$150 _____ First three rental hours \$250 Additional rental hours: Qty _____ x \$100 _____ Current beverage cost: _____ Miscellaneous Items: _____ Deposit: \$250 Total Due: _____	
I have read and understand the Brickyard Rules for Use. I also understand that any and all balances must be paid on or before the date of the event. In order to receive any refund, I understand that I must cancel a minimum of 7 days prior to the scheduled date of my event, as indicated above.				
Renter Signature:		Date:		
DMI Signature:		Date:		



Attachment C
Downtown Mansfield Inc.
Brickyard Rules for Use
(Updated January 11, 2017)



The purpose of The Brickyard Stage is to satisfy the activity, social and meeting spaces needs of the MidOhio community. Rules for use become necessary to assure fair usage and to provide the maximum effective use for the greatest number of people possible.

Individuals or organizations conducting events at The Brickyard Stage must be in compliance with all local, state and federal laws, uphold standards of reasonable behavior and agree to the following rules and regulations as described herein.

Use of The Brickyard Stage, by Individuals or organizations, hereinafter (Lessee) not affiliated with Downtown Mansfield, Inc., hereinafter (DMI) will be accepted on a first come, first serve basis, and shall not have priority over, nor in anyway conflict with DMI activities.

Deposit: Lessee must provide DMI with a deposit of \$250 to secure booking date. Deposit is due on the date in which a mutually accepted Agreement is signed by Lessee.

Site Management Service: Site management service includes three hours of day of event DMI representative, who will be on site through the duration of the event and will assist Lessee with reasonable setup and tear down assistance, including access to 128 North Main Street storage as required. Lessee will also be provided with guest support materials as requested, including local event calendars and current DMI Shop and Park Map.

Rental Requirement: Rental agreements will only be issued to individuals 21 years of age or older and must be on site throughout the course of the event. Rental fees are as follows, \$250 for the first three hours, to include setup and tear down. Lessee will be charged \$100 per hour for each hour beyond the first three hours. Fees assessed will cover DMI costs associated with Lessee's event, including reasonable electric usage and public event liability insurance. Fundraising based events, and or ticketed, admission based events, may be assessed additional fees as mutually agreed upon by Lessee and DMI.

Parking: Rental Agreement will include designated day of event parking to Lessee and its agents. Guests of Lessee's event should be directed by Lessee to public parking areas, including limited adjacent Brickyard public parking, Mansfield Municipal Lots, located at Fourth and Main Street and Third and Diamond Street and metered on street parking, which is free on weekends and after 4pm on weekdays. Guests with accessibility needs, should be directed by Lessee to enter Brickyard at Accommodation Alley and park in DMI designated spaces.

Loading and Storage: Lessee should plan to enter Brickyard at Accommodation Alley to unload and load all materials necessary for event. Lessee may store event items 24 hours prior to the event at no additional cost. Secure storage is located at DMI HQ, 128 North Main Street, DMI does not recommend and is not liable for any items stored outside of 128 North Main prior to event day. DMI site management should be contacted by Lessee to arrange for pre event storage, DMI site management is not responsible for the loading or unloading of Lessee's materials, and Lessee should plan accordingly.

Post Event Cleanup: DMI agrees to provide Lessee with a fully functioning and well-kept venue. Lessee is responsible for restoring the venue to its pre event state. Lessee will remove any and all debris, not placed into available trash receptacles. If additional trash and smoking receptacles are needed, DMI will provide Lessee with a list of approved Brickyard service providers. Lessee is responsible for the arrangement and expense related to any and all additional service providers as contracted by Lessee. Lessee should schedule infrastructure delivery and pickup during normal business hours, to be coordinated with DMI site management. Delivery or pickup occurring beyond normal business hours will result in an additional fee of \$25 per hour, at the minimum of one hour.

Beverages: DMI is currently able to provide Lessee with limited alcoholic and nonalcoholic beverage sales. If Lessee is seeking to conduct sales at The Brickyard Stage, Lessee must provide DMI with a copy of the proposed Temporary Liquor Permit, as well as the names and addresses of Lessee's primary agents. If Lessee is approved by the DMI Board of Directors to conduct the sale of alcoholic beverages on site, Lessee will be required to provide a contribution to DMI equal to no less than 30% of the sales generated during the event. DMI will provide Lessee with appropriate service providers if Lessee will require the purchase of additional refreshments. Lessee will be responsible for the arrangement and payment of any additional items purchased from DMI approved providers. DMI will provide Lessee with contact information for approved catering/food truck providers. Lessee is responsible for the arrangement and expense related to all food services providers.

Infrastructure: Lessee may choose to rent additional Infrastructure from DMI. DMI site management will assist Lessee with setup and tear down of any and all DMI Infrastructure rented by Lessee. Cost for additional items and services is as follows.

Tables:

\$50, to include 5 tables and 25 chairs
\$100 to include 10 tables and 50 chairs
\$1 per each additional chair thereafter

Coolers:

\$25, per portable cooler

Dumpster:

\$75, per 4 cubic yard dumpster, price subject to current vendor pricing. Industrial size outdoor waste cans provided at no additional charge.

Portable Restrooms:

\$75, per standard unit, price subject to vendor
\$150, per accessible unit, price subject to current vendor pricing

Proprietary Agreements:

Beverage:

Non-alcoholic beverages served must be from the Coca-Cola® brand lineup. DMI can provide these beverages to Lessee at cost for sale or provide onsite sales to Lessee's guests.

Food Vendor:

If Lessee intends to provide food vendors at their event, DMI will provide the current proprietary list of food vendors. DMI food vendors will be given first right of refusal to all events held at The Brickyard. If DMI food vendors are not available and additional food vendors are needed, DMI will provide Lessee with additional options for one off event food vendors.

Sanitation:

If Lessee intends to provide an event, in which more than 250 people are expected to be in attendance, DMI will require that Lessee provide sanitation to event guests. DMI will order and ensure delivery of units. Lessee will be responsible for costs associated with unit rental. Although subject to change, current rates are as follows \$75 for one standard unit, \$150 for an accessible unit, delivery, set up and tear down included.

Waste Removal:

Lessee should be prepared to remove debris and trash from Brickyard directly following event. DMI will provide Lessee with waste receptacles and trash bags. Receptacles must be emptied and returned following event. If Lessee anticipates more than 500 guests, DMI will require that Lessee secure additional dumpsters. DMI will order and ensure delivery of units. Lessee will be responsible for costs associated with unit rental. Although subject to change, current rates are as follows \$75 per one 4 cubic yard dumpster.