





### Request for Proposal City of Altoona River Prairie Center

Proposals due September 9, 2021

Mandatory meetings for interested vendors the week of August 30, 2021- call 715-839-6092 or email <a href="mailto:michaelg@ci.altoona.wi.us">michaelg@ci.altoona.wi.us</a> to set up meeting.

### **BACKGROUND**

The City of Altoona (the City) is seeking proposals from qualified marketing, event coordination, catering and bar operations professionals to partner with the City in booking and managing events in River Prairie Center (RPC) and River Prairie Park located in Altoona, Wisconsin's River Prairie Development.

The event bookings at River Prairie have surpassed expectations, and River Prairie has become one of the premier event venues in the region. The City currently contracts with King Pin Management for event coordination at RPC and in River Prairie Park. King Pin has committed to continued operations through the end of 2022 to assure consistent, high-quality customer service for those events that have been booked for 2022. However, 2023 booking inquiries are coming in on a daily basis, and, in order to assure the same level of customer care beyond 2022, we are seeking a trusted partner to fully take over operations in 2023 and to facilitate a smooth transition during 2022.

King Pin will continue to take reservations for 2022 and 2023 until the end of 2021. Those parties booking through King Pin for 2023 events will be particularly interested in food options and food pricing available through the new vendor. Parties will also be very interested in forming a relationship with the team they will be working on the day of their event. Therefore, the selected contractor will need to work with those clients beginning in 2022 to assure a continuum of excellent customer service. The selected contractor will, beginning on January 1, 2022, be responsible for booking all 2023 events.

Included below are the actual bookings for calendar year 2019. While the 2020 bookings were significantly higher, many of the events did not occur due to COVID.

### January:

16 Events

1,400 People

### February:

10 Events

878 People

### March:

17 Events

1,775 People

### April:

18 Events

1,745 People

### May:

16 Events

2,145 People

### June:

19 Events

2,815 People

### July:

13 Events

1,740 People

### August:

23 Events

2,975 People

### September:

25 Events

4,480 People

### October:

22 Events

2,900 People

### November:

17 Events

1,550 People

### December:

14 Events

1,375 People

### **DESCRIPTION OF FACILITIES**

RPC has approximately 4,400 square feet of inside event space and 1,500 square feet of outside patio space. The event space is rented for a variety of events from weddings and wedding receptions to corporate events to private parties; RPC accommodates parties of up to 250 people with round table seating, and up to 350 for an assembly or standing-reception-type event.

- RPC currently includes an approximately 500 square foot catering kitchen, but the City is considering adding equipment to make it a fully functional commercial kitchen. Equipment in the kitchen includes an electric stove, freezer, refrigerator, leased dishwasher, and sinks. The City will work with the selected contractor on final plans for the kitchen.
- The building includes approximately 450 square feet of bar space, with bars serving the inside and outside of the building. The bar space includes a walk-in cooler for keg storage as well as a beverage dispensing system.

The City also hosts a variety of events in the outside park space, consisting of the following amenities available for rent:

- 7 outdoor event spaces of various sizes capable of hosting events from between 25 and 4,000 people.
- A large tent with a seating capacity of 80 100

Other park amenities include:

- 1. A canoe and kayak landing with parking on the river.
- 2. An extensive bike and pedestrian trail system.
- 3. A children's natural playground area.
- 4. A manmade stream flowing through the park.
- 5. A splash pad.
- 6. A pedestrian plaza capable of hosting large events.
- 7. A fire pit feature.
- 8. Dedicated space for food trucks.
- 9. 3 pavilions.

Miscellaneous Equipment:

Tables and chairs for inside and outside events.

### **SCOPE OF WORK**

The City is seeking partners to promote, book and operate the RPC and River Prairie Park space, with a commitment to work with booked 2023 clients during 2022 to establish a smooth transition for those clients.

The City is interested in contracting with one company who is capable of completing all of the following:

Marketing
Booking
Event Planning and Coordination Services
Catering
Bar Operations
Facility Accounting

However, while not preferred, if necessary, the City reserves the right to select organizations or individuals that provide proposals for all or a portion of the outlined services, such selections to be made in the sole and absolute discretion of the City. The City also reserves the right to reject all proposals if it finds so doing is in the City's best interest.

As noted above, firms preparing proposals may submit for just one or more of the requested areas, with preference given to those firms that can provide all or most of the services. The City is interested in partnering with creative firms or individuals that will take an ownership stake in the project with the following goals in mind.

- Continuing to build on the success of River Prairie Park and River Prairie Center as one of the premier event destinations in the Chippewa Valley.
- Providing excellent customer service to all users of RPC and River Prairie Park.
- Maximizing revenue to ensure the RPC's and the Park's long term viability and relevance with sufficient revenue to allow ongoing investment in the RPC and Park for maintenance, promotion and event operations.
- Creating and promoting unique events that will help further define the singular character of River Prairie.
- Providing a wide variety of activities for residents and visitors of all ages and interests to enjoy.
- Providing a partnership model that makes sense for both the City and the chosen contractor.

In order to meet the stated goals, the City is looking for firms and/or individuals that embody the following character traits:

Commitment to exceptional customer service Vision Integrity
Creativity
Detail Oriented
Enthusiasm
Tough-mindedness/grit
Team oriented
Charismatic
Stable
Fiscally responsible

The partnership the City plans to embark on may be arranged in a variety of ways. The City is requesting that interested proposers provide a structure for the partnership that will be mutually agreeable and beneficial to both the City and the contractor. The City expects the partnership to be built upon good communication, trust and mutual respect, and the City is only interested in working with firms or individuals with the desire to take the same approach.

King Pin has been an excellent partner, and we worked together to develop a contract structure that was agreeable to both parties. Attached for your review as Exhibit 1 is the contract the City currently has in place with King Pin Management along with the current Rental & Use Policy Guidelines for River Prairie Center and River Prairie Park spaces.

While the contract between the City and new operator does not need to be exactly the same, the City believes that the current contract structure works well, and, therefore, is a good starting point as a new contract is contemplated.

Key elements of the existing contract include:

- For RPC rentals, the City receives 70 % of the revenue and King Pin receives 30 %
- 2. For food sales, King Pin receives 85 % of food sales and the City receives 15 % (King Pin is the sole caterer of food at RPC).
- 3. For outside Park space rentals, the City receives 70 % of the revenue and King Pin receives 30 %.
- 4. The City rents the bar to King Pin for \$1,250 per month and King Pin retains all sales revenue.
- 5. King Pin receives \$250 for each full-day event booked.

A more detailed description of the scope of services is provided below for your consideration.

### Marketing

The City is seeking proposals from qualified firms with marketing experience to continue marketing efforts for River Prairie using established branding materials. The selected proposer will work with the City on developing and/or building upon a package of marketing materials including the following: brochures, signs, websites, social media posts, print media, radio etc. It will be up to the selected operator to determine the most effective marketing approach, with the goal of keeping the RPC and Park spaces activated and generating revenue.

### **Booking**

The selected contractor will be responsible for all aspects of event booking at RPC and in the Park (for private events). The scope of work related to bookings includes being the primary contact for those wishing to book all noted venues, completing showings, billing, etc.

### **Event Planning and Coordination Services**

The selected professional will be required to complete all aspects of event coordination from showings, to bookings to event planning to day-of-event coordination and oversight.

### Catering

The selected professional will be required to provide catering for all events above 50 people along with some smaller events.

### **Bar Operations**

The selected firm will be required to operate an existing bar located in the Rive Prairie Center, including providing licensing as well as supply ordering and bartender services.

### **Facility Accounting**

Selected contractor will be responsible for tracking and documenting all bookings and sales revenue and provide reports to the City monthly along with remittance of revenue due to the City.

### **PROPOSAL FORMAT**

### 1. Cover Letter (max 2 pages)

Please provide a cover letter that reflects your understanding of the project and why your firm is qualified to complete the project.

### 2. Experience (max 2 pages) .

 Please provide a list of your experience that you feel qualifies you to complete the scope of work.

### 3. Personnel (max 2 pages)

 Identify the key individuals that will be part of your team along with a brief summary of their experience. State their educational background, years of experience, and specific relevant experience.

### 4. Infrastructure and Equipment (max 2 pages)

 Please provide a summary of any infrastructure or equipment you have in place that will be valuable for the partnership. This includes kitchen space and equipment including appliances, glassware, silver wear, table cloths, bar equipment etc.

### 5. Proposed Financial Partnership Structure (max 1 page)

 Please provide your proposed financial structure for the partnership. The proposed financial arrangement should give fair consideration to each party's stake in the project. As noted above, the City worked diligently to come up with a partnership arrangement the City felt was fair. Therefore, please review the contract terms as you develop your proposal. However, the City is very open to alternative arrangements that make sense for both parties.

### 6. Mandatory Meeting

 A mandatory meeting is required for any contractor interested in submitting a proposal. Meetings may be scheduled the week of August 30, 2021, or at another time if that does not work. Please call or email Mike Golat, City Administrator at 715-839-6092 or michaelg@ci.altoona.wi.us to arrange a meeting.

### **MISCELLANEOUS**

### 1. RFP Postponement or Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals, re-advertise this RFP, postpone or cancel at any time this RFP

process, or waive any irregularities in this RFP and to award a contract in the best interest of the City of Altoona.

### 2. Intellectual Property

All items pertaining to this project shall become the intellectual property of the City of Altoona, and shall be provided to the City in electronic format upon request. This includes all marketing materials, social media sites, phone numbers etc.

### 3. Required Insurance

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

## A. Minimum Scope of Insurance The Consultant shall obtain insurance of the types described below:

- 1. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Wisconsin.
- 4. <u>Professional Liability</u> insurance appropriate to the Consultant's profession.

#### B. Minimum Amounts of Insurance

### The Consultant shall maintain the following insurance limits:

- 1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 2. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 3. <u>Professional Liability</u> insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

### C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- 1. The Consultant's insurance coverage shall be primary insurance with respect to the work being completed for the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
- 2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

### D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

### E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant **before** commencement of work.

### **SELECTION**

The City of Altoona will assemble a team to evaluate the proposals and will invite a short list of firms for interviews. A site visit will be made available for selected short list firms. Once the most qualified firm is selected they will be invited to enter into a contract with the City. A copy of the City's Standard consultant contract is attached as **Exhibit 4** for your review and consideration.

All questions or requests should be directed to Mike Golat, City Administrator, at (715) 839-6092. Proposals are due and must be received by September 9, 2021 at 2 PM. Please refer to requirements for a mandatory meeting the week of August 30<sup>th</sup>, above. Staff intends to make a recommendation to Council regarding selection of a vendor at the September 23, 2021 City Council meeting. Please mail or drop off six (6) hard copies of your proposal to:

City of Altoona Mike Golat 1303 Lynn Avenue Altoona, WI 54720

And, please email a PDF File of your proposal to: michaelg@ci.altoona.wi.us

**EXHIBIT 1** 

Contract

And

Rental & Use Policy Guidelines

### MANAGEMENT AND CONCESSION AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of this 17 day of December, 2020 (the "Effective Date"), by and between the City of Altoona, a Wisconsin municipal corporation ("City"), and King Pin Management of Wisconsin, Inc., a Wisconsin corporation ("Consultant").

WHEREAS, City owns and operates (i) an approximately 9,178 square foot community and event center commonly known as the Prairie Event Center (hereinafter, the "Event Center"); and (ii) a public park and related amenities commonly known as the River Prairie Park (the "Park", and together with the Event Center, the "Facilities"), each located in City's River Prairie Development; and

WHEREAS, City requires the services of an experienced, knowledgeable, independent contractor to provide branding, marketing, event coordination, catering, bar operations, and management and operating services for the Facilities, and Consultant represents itself as in the business of providing such services; and

WHEREAS, City has determined it is in the public's best interest for City to engage Consultant to provide certain branding, marketing, event coordination, catering, bar operations, and management and operating services for the Facilities; and

WHEREAS, City desires to utilize and engage the services of Consultant, as an independent contractor, and Consultant desires to provide such services to City, upon the terms and the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and the obligations, covenants, and agreements herein set forth, the legal sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2021, and end December 31, 2021, unless otherwise extended as provided herein (the "*Term*"). Conditioned on the mutual agreement of the parties, this Agreement may be renewed on an annual basis for one (1) year terms commencing January 1st and ending December 31st of each successive year; provided, however, that either party may terminate this Agreement by providing written notice to the other party not less than ninety (90) days prior to the end of the then applicable term.

### 2. <u>Description of the Facilities.</u>

a. <u>Event Center</u>. The Event Center is an approximately 9,178 square foot commercial building with an approximately 1,500 square foot patio area that includes a kitchen, catering facilities and indoor/outdoor bar facilities, as depicted by the floor plan attached hereto as <u>Exhibit A</u>. Event Center may accommodate events for up to 250 guests for round-table seating and up to 450 guests for seated assembly or 550 for a standing-reception. Event Center shall be used by Consultant for rental to private parties for events,

including meetings, parties, weddings, receptions, and other events. Event Center may also be utilized by City for programing of City parks and recreation classes and events, as detailed in Section 10(d) below.

- b. <u>Park</u>. The Park consists of five (5) outdoor event spaces of various sizes with the capacity to host events between 25 to 4,000 attendees, as generally depicted on the site plan attached hereto as <u>Exhibit B</u>. The Park consists of three (3) open-air pavilions, a canoe and kayak landing on the Eau Claire River, bike and pedestrian trail system, children's natural playground area, manmade stream, splash pad area, dedicated space for food trucks, and fire pits. Park may be used by Consultant for rental to private parties for events, including classes, parties, weddings, receptions, concerts, large special events and other events. Park may also be utilized by City for programing of City parks and recreation classes and events, as detailed in Section 10(d) below.
- 3. Appointment of Consultant. Subject to the terms and conditions contained in this Agreement, City hereby appoints Consultant, and Consultant agrees to be so engaged as an independent contractor to provide certain branding, marketing, event coordination, catering, bar operations, and management and operating services for City at the Facilities (collectively, the "Services"), in accordance with the terms and conditions of this Agreement. The Services shall include, but are not limited to: (i) endeavoring to make the Facilities one of the premier event destinations in the region; (ii) providing excellent customer service to all users of the Facilities; (iii) maximizing revenue of the Facilities to ensure the long-term viability and relevance of the Facilities with sufficient revenue to allow ongoing investment in the Facilities for maintenance, promotion, and event operations; (iv) creating and promoting unique events that will help further define the singular character of the Facilities; (y) providing a wide variety of activities for City residents and visitors of all ages and interests to enjoy; and (vi) forming key partnerships with local businesses to provide value-added services to Facilities users. Consultant shall develop, implement, monitor, execute, and update all management and operational policies and procedures necessary to perform the Services. City shall cooperate with Consultant in such endeavors, as may be necessary. Further, Consultant shall provide those services expressly enumerated in Sections 4 through 7 hereof.
- 4. <u>Branding</u>. Consultant shall work collaboratively with City to develop a unified marketing strategy for the Facilities, including, but not limited to, developing a package of marketing materials for consideration and approval by City that includes: (i) logo for the Park; (ii) logo for the Event Center; (iii) logo and name for the Event Center bar; (iv) proposal for a new name for the Event Center; (v) proposed names for certain rooms in the Event Center; and (vi) proposed names for outdoor event spaces in the Park. City shall make all final decisions, in its sole and absolute discretion, in connection with the final adoption of any of the foregoing marketing tasks and materials after presentment by Consultant.
- 5. <u>Event Coordinator Services</u>. Consultant shall be responsible for marketing, promoting, booking, and hosting all events at the Facilities. Consultant shall: (i) market and promote the Facilities accommodations for meetings, parties, weddings, receptions, and other events; (ii) meet with prospective renters to discuss their respective facility and event needs; (iii) conduct pre-event planning meetings with prospective renters; (iv) schedule and book events for

the Facilities; (v) provide staffing for events hosted at the Facilities; (vi) complete post-event inspections and clean-up; (vii) debrief with renters to identify areas requiring improvement; and (viii) prepare and track billing documents related to all Facilities activities managed by Consultant. The rental policy and rental rates for the various Facilities accommodation areas are specifically identified on Exhibit C attached hereto and incorporated herein. The rental policy and rental rates identified on Exhibit C may be modified by City at any time, at City's sole and absolute discretion, upon written notice to Consultant; provided, however that events booked prior to modification of the rental policy and rental rate shall be governed by the then-applicable rental policy and rental rate at the time when the event was booked.

- 6. Catering. Consultant shall have the right and obligation to cater any event within the Facilities upon compliance with those rules and regulations for catering established by the City, as amended from time to time. Consultant shall diligently pursue forming relationships with other catering service providers, in order to expand the variety of food offered to prospective Facilities users, with preference given to those caterers and food service providers having their principal place of business in the City of Altoona. The terms of any contracts entered into between the Consultant and a third-party caterer is subject to final approval by the City Administrator or designee. Consultant may utilize the kitchen facilities within the Event Center in connection with its catering services. The kitchen fixtures, equipment and personal property provided in the Event Center by City shall remain the property of City throughout the Term and after termination of this Agreement. Likewise, those certain kitchen fixtures, equipment and personal property provided in the Event Center by Consultant shall remain the property of Consultant and may be removed by Consultant upon the termination of this Agreement; provided, however, that Consultant shall be responsible for any repairs necessitated to the Event Center caused by the removal of said kitchen fixtures, equipment or personal property.
- 7. <u>Bar Services</u>. Consultant shall have the exclusive right to occupy, use, and maintain the indoor/outdoor bar area at the Event Center for the provision and sale of alcoholic and non-alcoholic beverages (hereinafter, the "*Bar Services*"). During the Term, Consultant shall maintain a valid Class B liquor license, and shall obtain any other licenses required by the State of Wisconsin to operate the bar. Consultant shall supply all inventory, equipment, materials and supplies needed to provide the Bar Services, at Consultant's sole cost and expense. At all times that Bar Services are provided, Consultant shall have an individual responsible for supervising the Bar Services with the authority to act for, and on the behalf of, Consultant. Consultant shall provide a high standard of personnel and products sold and ascertain that performance and service will be at least consistent with, equal to, and competitive with other facilities of like size and type. At least one (1) bartender licensed pursuant to the laws of the State of Wisconsin and City ordinances shall be present when Consultant provides Bar Services. Consultant shall provide all required training and appropriate licenses for Consultant's personnel.

### 8. Consultant Obligations.

a. Consultant shall provide Services at any event at the Facilities at the request of the City. Consultant reserves the right to refuse to provide Services if the request is made less than one (1) week prior to the event. If Consultant refuses to provide Services, City shall have the right to utilize other parties to provide service to the requesting party.

- b. Consultant shall be responsible for the set-up, take-down, and clean-up of all equipment, supplies, and other materials required to provide the Services. At the City's option, Consultant shall repair, or pay the cost of repair of, damage to the Facilities caused by Consultant's employees, agents, or any other persons retained, hired or used by Consultant to provide Services.
- c. Consultant shall be responsible for the removal from the Facilities of rubbish, trash and garbage accumulated at all events at which Consultant provides Services. Consultant may utilize the Event Center dumpster for this purpose.
- d. Consultant shall not engage in any business or activities at the Facilities except as otherwise set forth in this Agreement or subsequently agreed upon in writing by the parties.
- e. Except as otherwise specifically provided herein, Consultant shall pay all costs related to the operation and maintenance of the Services, including, but not limited to: inventory and supplies, personnel, and all licenses, permits, or other authorizations required under federal, state or local laws and regulations insofar as such licenses, permits, or other authorizations are necessary to provide Services and to comply with this Agreement.
- f. Consultant shall pay all taxes or assessments that may be levied against its personal property located at the Event Center.
- g. Consultant shall be solely responsible for providing the personnel necessary to provide the Services and shall have the exclusive right to hire and fire said personnel.
- h. Consultant shall provide all required training and appropriate licenses for Consultant's personnel, and shall be solely responsible for satisfying all tax requirements applicable to Consultant's personnel.
- i. Consultant shall retain the sole right to control how work relating to Services is performed. Any concerns the City may have with Consultant's personnel or Consultant's Services shall be discussed with and addressed by Consultant or its designee.
- j. Consultant shall be responsible for all taxes relating to profits realized by Consultant through the provision of Services pursuant to this Agreement.
- k. Consultant shall not suffer the interest of City in the Facilities at any time during the Term, and shall not allow the Facilities to become subject to any liens, charges or encumbrances whatsoever; Consultant shall indemnify and to keep indemnified City against all such liens, charges and encumbrances placed on the Facilities by acts of Consultant.

### 9. <u>Compensation; Division of Revenue; Rental.</u>

- a. <u>Park Rental</u>. All revenue and fees collected for the rental of accommodations at the Park, pursuant to the rental policy and rental rates identified on <u>Exhibit C</u>, as amended by City from time to time ("*Rental Fees*"), shall be collected by City or Consultant pursuant to mutual agreement between the parties. City shall be entitled to seventy percent (70%) of such Rental Fees and Consultant shall be entitled to thirty percent (30%) of the Rental Fees, to be paid as described in Section 9(f) below. If the City hosts an event at the Park, and Consultant provides services for the event, City shall pay Consultant 15% of the Rental Fee that would have otherwise been paid by a private party.
- b. Event Center Rental. All revenue and fees collected for the rental of accommodations at the Event Center, pursuant to the Rental Fees, shall be collected by City or Consultant pursuant to mutual agreement between the parties. For rentals that require catering, City shall be entitled to seventy percent (70%) of such Rental Fees and Consultant shall be entitled to thirty percent (30%) of the Rental Fees, to be paid as described in Section 9(f) below. For any rentals that do not require catering, City shall be entitled to fifty percent (50%) of such Rental Fees and Consultant shall be entitled to fifty percent (50%) of the Rental Fees, to be paid as described in Section 9(f) below. If the City hosts an event at the Event Center, and Consultant provides services for the event, City shall pay Consultant 30% of the Rental Fee that would have otherwise been paid by a private party.
- c. <u>Alcoholic Beverage Sales</u>. All revenue and fees collected for Bar Services provided at the Event Center shall be collected by Consultant ("*Beverage Fees*"). Consultant shall be entitled to one hundred percent (100%) of the revenues and profits derived from providing Bar Services at the Event Center.
- d. <u>Catering Services</u>. All revenue and fees paid by private parties for catering services provided at the Facilities shall be collected by Consultant ("Catering Fees"). City shall be entitled to fifteen percent (15%) of such Catering Fees and Consultant shall be entitled to eighty five percent (85%) of the Catering Fees, to be paid as described in Section 9(f) below. If Consultant negotiates a contract with a third-party caterer for providing catering services, that negotiated portion of revenue not retained by the third-party caterer for providing services shall be split equally between the City and Consultant.
- e. <u>Chair Rental</u>. For chair rentals beyond those chairs included in the base price of a rental, the City shall be entitled to sixty five (65%) of such Rental Fees and Consultant shall be entitled to thirty five percent (35%) of the Rental Fees, to be paid as described in Section 9(f) below.
- f. <u>Booking Fee</u>. For every full-day rental booked, the Consultant shall retain a two hundred and fifty (\$250) fee that will be provided to the Consultant prior to splitting any Fees pursuant to the terms of this contract.

g. COVID-19 Cleaning Fee. All revenue and fees paid for COVID-19 cleaning as specified in the City's fee schedule will be split equally between the City and the Consultant, The City shall be entitled to fifty percent (50%) of such cleaning fees, and the Consultant shall be entitled to fifty percent (50%) of such cleaning fees

### h. Fee Settlement.

i. <u>Rental Fees</u>. On the 10<sup>th</sup> day of each month of the Term, the party collecting Rental Fees shall prepare and deliver to the other party, depending on who collects the Rental Fees, a report evidencing the total Rental Fees collected during the previous month. No later than the 15<sup>th</sup> day of each month of the Term, the Rental Fees collected during the previous month shall be distributed as described above and as follows:

Park Rental: 70% to City and 30% to Consultant Event Center Rental: 70% to City and 30% to Consultant

- ii. <u>Beverage Fees</u>. On the 10<sup>th</sup> day of each month of the Term, Consultant shall prepare and deliver to City a report evidencing the total Beverage Fees collected during the previous month. Consultant shall be entitled to all of the revenues and profits generated from the Bar Services.
- iii. <u>Catering Fees.</u> On the 10<sup>th</sup> day of each month of the Term, Consultant shall prepare and deliver to City a report evidencing the total Catering Fees collected during the previous month. No later than the 15<sup>th</sup> day of each month of the Term, Consultant shall pay to City fifteen percent (15%) of the Catering Fees collected during the previous month, unless Catering Fees are collected from a third-party caterer, in which case the Catering Fees shall be split equally between City and Consultant.
- iv. Event Center Bar Rent. Consultant shall pay to City as rent for the use of the indoor/outdoor bar in Event Center, the amount of One Thousand Two Hundred Fifty and 00/100 dollars (\$1,250) per month, made in advance and due on the 1<sup>st</sup> day of each month during the Term. Any rent payment received by City after the 6<sup>th</sup> day of any month shall be subject to a \$10 per day late payment charge. On April 1<sup>st</sup> of each year during the Term, the parties shall negotiate the rental rate for the use of the bar in the Event Center based on, among other factors, the prior year's financial performance from the Bar Services.
- v. <u>COVID-19 Cleaning Fees</u>. On the 10<sup>th</sup> day of each month of the Term, the party collecting COVID-19 Cleaning Fees shall prepare and deliver to the other party, depending on who collects the Fees, a report evidencing the total Cleaning Fees collected during the previous month. No later than the 15<sup>th</sup> day of each month of the Term, the COVID-19 cleaning Fees collected during the previous month shall be distributed as described above and as follows:

### 50% to City and 50% to Consultant

vi. <u>Booking Fee.</u> On the 10<sup>th</sup> day of each month of the Term, the party collecting Booking Fee shall prepare and deliver to the other party, depending on who collects the Fees, a report evidencing the total Booking Fees collected during the previous month. No later than the 15<sup>th</sup> day of each month of the Term, the Booking Fees collected during the previous month shall be distributed as described above and as follows:

### 100% to the Consultant

### 10. City's Covenants and Rights.

- a. City's Administrator is hereby designated as the City's official representative for the administration of this Agreement.
- b. City reserves the right to make modifications to the Event Center as it sees fit, regardless of the desires or views of and without interference from Consultant.
- c. City shall have the right to subsequently adopt and enforce reasonable rules and regulations for the Event Center, which rules and regulations Consultant agrees to observe and obey.
- d. City shall have the right to use and occupy the Facilities at its absolute and sole discretion. City intends to utilize space in the Event Center for its parks and recreation offices. City also may utilize rooms and accommodation areas throughout the Facilities for events and programs. Consultant shall coordinate the scheduling of all events at the Facilities with City. The majority of City's use of the Facilities will not require Consultant to provide staffing and support services.
- 11. Ownership and Branding and Marketing Materials. All documents, drawings, specifications, and other materials produced by Consultant in connection with the Services rendered under this Agreement shall be the property of City. Electronic copies of any documents produced within the scope of this Agreement will be provided to City.
- 12. <u>Independent Contractor Relationship</u>. Consultant and City agree that Consultant is an independent contractor with respect to the Services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties, nor does an agency-type relationship exist between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits afforded City employees by virtue of the Services provided under this Agreement.
- 13. Payment of Taxes and Fees. City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the

duties of an employer with respect to Consultant or any employee of Consultant. Consultant shall be solely responsible for the payment of any and all taxes or fees relating to compensation received by Consultant from City under this Agreement, and any sales of food or alcoholic beverages, or business license or other fees arising from Consultant's provision of Bar Services pursuant to this Agreement. Consultant further warrants that it holds a federal employer identification number with the Internal Revenue Service (IRS) and has filed business or self-employment income tax returns with the IRS based on work or service in the previous year.

- 14. <u>Indemnification</u>. Consultant shall be liable to, and hereby agrees to indemnify, defend and hold harmless, City and its officers, officials, agents, and employees against all loss or expense (including liability costs and reasonable attorneys' fees) by reason of any claim or suit, or of liability imposed by law upon City or its officers, officials, agents or employees, for damages because of injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Consultant's provision of Services or activities undertaken by Consultant pursuant to this Agreement.
- 15. <u>Insurance</u>. Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - a. <u>Minimum Scope of Insurance</u>. Consultant shall obtain insurance of the types described below:
    - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
    - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. City shall be named as an insured under Consultant's Commercial General Liability insurance policy with respect to the Services performed for City.
    - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Wisconsin.
    - iv. Professional Liability insurance appropriate to Consultant's profession.
  - b. <u>Minimum Amounts of Insurance</u>. Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- c. <u>Other Insurance Provisions</u>. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
  - i. Consultant's insurance coverage shall be primary insurance with respect to City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be excess of Consultant's insurance and shall not contribute with it.
  - ii. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to City.
- d. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- e. <u>Verification of Coverage</u>. Consultant shall furnish City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance required of Consultant before the Effective Date.
- 16. Record Keeping and Reporting. Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. Consultant shall also maintain such other records as may be deemed necessary by City to ensure proper accounting of all funds, including Beverage Fees and Catering Fees, contributed by City to the performance of this Agreement. The records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by City.
- 17. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement, including Beverage Fees and Catering Fees, shall be subject at all times to inspection, review, or audit as allowed by law during the performance of this Agreement. City shall have the right to conduct an audit of Consultant's financial statement, the monthly Beverage Fees reports, and the monthly Catering Fees report, and to a copy of the results of any such audit or other examination performed by or on behalf of Consultant.

- 18. <u>Discrimination Prohibited</u>. Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
- 19. <u>Assignment and Subcontract</u>. Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of City.
- 20. Entire Agreement. This Agreement, together with the exhibits hereto, constitute the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. This Agreement supersedes any and all prior negotiations, representations, and/or agreements, written or oral. This Agreement shall be modified in writing only, which writing must be only executed by both parties to be effective.
- 21. <u>Notice</u>. All notices, request, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the parties to whom notice is to be given, if emailed and acknowledged to the email addresses listed below, or on the tenth day after mailing if mailed to the parties to whom notice is to be given, by first class mail, postage prepaid, and properly addressed as follows:

To City:

City of Altoona

Attn: City Administrator 1303 Lynn Avenue Altoona, WI 54720

Telephone: (715) 839-6092

To Consultant:

King Pin Management of Wisconsin, Inc.

Attn: Dave Burg

444 Grand Canyon Drive Madison, WI 53719

Telephone: (715) 347-0473

- 22. <u>Applicable Law; Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Eau Claire County, Wisconsin.
- 23. <u>Authority; Condition of the Facilities</u>. City and Consultant each represent and warrant to the other that it has the full capacity, right, power, and authority to execute, deliver, and perform under this Agreement and that all required actions, consents, and approvals have been duly taken and obtained. Consultant agrees that it is accepting operational and management responsibility of the Facilities under this Agreement, without any warranty or representations regarding the Facilities from City whatsoever, in its "AS-IS," "WHERE-IS," "WITH ALL FAULTS" condition, and subject to all valid and existing licenses, leases, grants, exceptions,

encumbrances, title defects, matters of record, reservations, and conditions affecting the Facilities and/or affecting access thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Management Agreement to be executed as of the Effective Date.

### CITY:

City of Altoona,

a Wisconsin municipal corporation

Name: Brendan Pratt Title: Mayor

Name: Cindy Bauer

Title: Clerk

### **CONSULTANT:**

King Pin Management of Wisconsin, Inc.,

a Wisconsin corporation

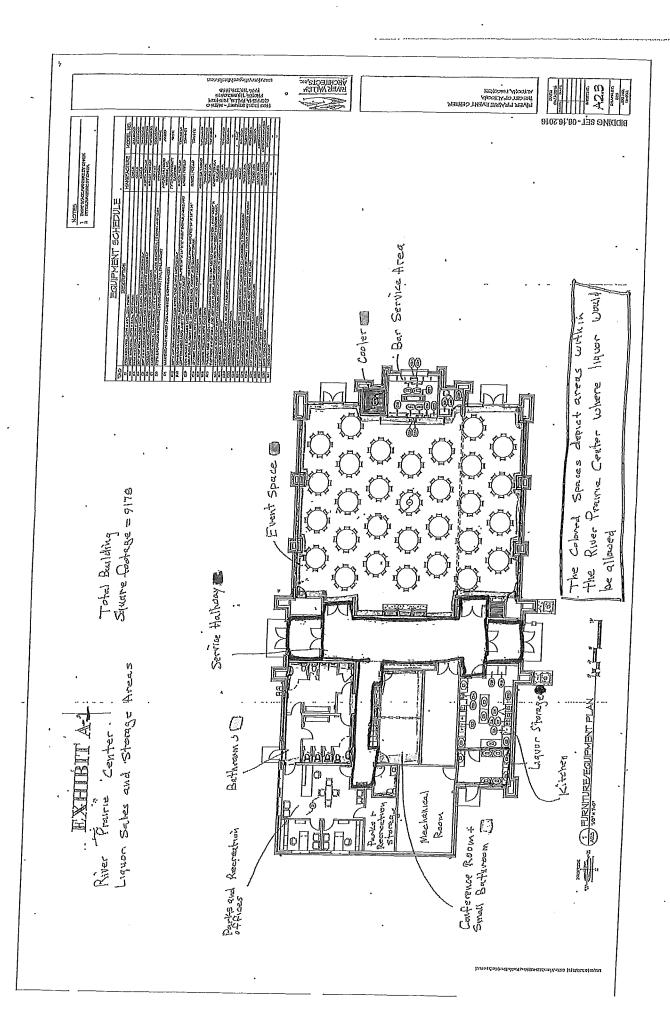
Name: Dave Burg

Title: President

### EXHIBIT A

### FLOOR PLAN FOR EVENT CENTER

[Attached.]



### EXHIBIT B

### SITE PLAN DEPICTING PARK

[Attached.]

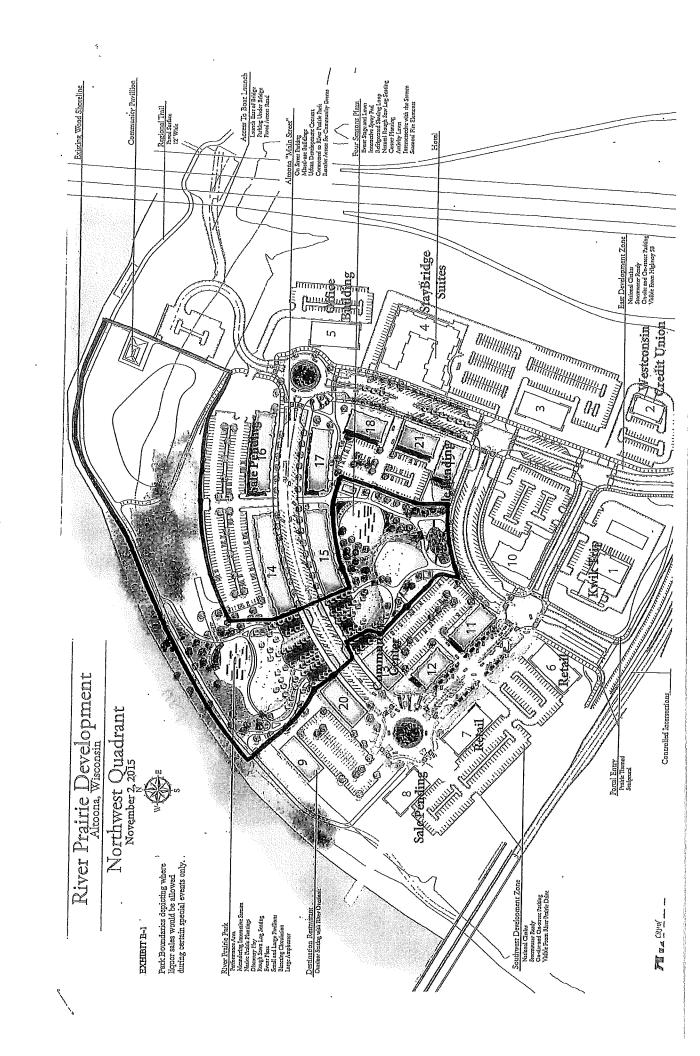


EXHIBIT WY

### $\mathbf{EXHIBIT} \ \mathbf{C}$

### RENTAL POLICY AND RATES

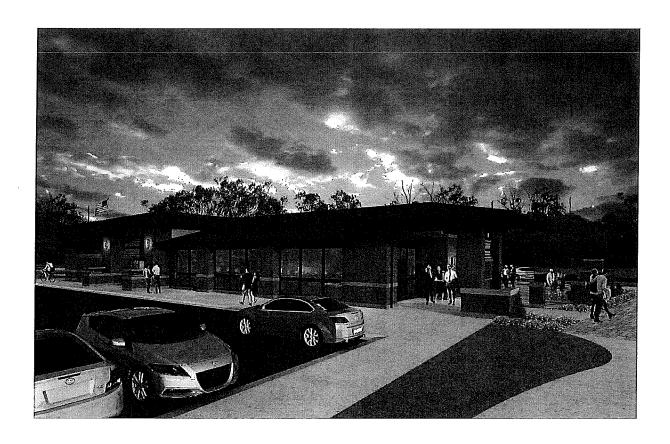
[To be provided.]

# City of Altoona

River Prairie Center

&

## **Outdoor Venues**



**Rental & Use Policy Guidelines** 

## City of Altoona Parks & Recreation Department River Prairie Center Rental & Use Policy

### **Booking Timelines**

The River Prairie Center is available for rent to persons ages 21 and over. Renters are encouraged to call ahead to gather rental information, visit our facility and discuss the details of the rental process. Rentals can be reserved twenty-four (24) months prior to the rental date.

### Available Rooms, Spaces and Fees

The following Outdoor Spaces are available for reservation:

- The Bluff
- The Grainery
- The Tent
- Forever Garden
- Four Seasons Plaza
- Amphitheater
- Large Lit Plaza
- Small Lit Plaza

The following Interior Spaces are available for reservation:

- Meeting Room/Classroom
- Prairie Room
- River Room
- River Prairie Room (includes bar, patio, kitchen and classroom)

For complete venue and additional amenity fees refer to the fee schedule.

All rentals will be charged 5.5% sales tax and a hold will be placed on the renter's credit card. Credit cards will be left on file to cover damages or incidental charges that may occur.

Altoona not for profits will receive a 20% discount for room rentals excluding Friday and Saturday, April - October.

### Cleaning

The renter's cleaning responsibilities include: removal of any and all items brought into the River Prairie Center by the renter. Renter must clean the kitchen if rented. If you plan to bring in home cooked food and use the kitchen, renter is responsible for cleaning the kitchen. Any damage to the facility noted upon inspection by management staff will be charged to the renter.

Renters leaving the facilities in a manner that requires more than customary cleaning will be charged \$50.00 per hour, based on cleaning time required. Customary cleaning includes: cleaning of the restrooms, take-down and removal of tables and chairs, mopping the floors, vacuuming carpeted areas and trash removal.

The renter is responsible for additional Covid-19 cleaning. The fee is \$50.00 for partial day rentals and included in full day rentals.

### **Additional Fees and Charges**

- 1. Please refer to the Rental Fee schedule for a complete listing of fees and charges for the use of River Prairie Center furnishings.
- 2. Audio-visual equipment is available for use by renters and accompanied by a non-refundable rental fee per unit, per day. A list of equipment and associated fees are listed on the fee schedule.
- 3. If any River Prairie Center equipment/furnishings are missing/damaged renter will be charged for cost and repair and replacement.

### Cancellations

Attrition Clause: Upon signing the contract, the deposit is **non-refundable**. Depending on the date of initial booking, canceled bookings will be penalized at the following forecasted Food, Beverage, Tax, and Service Charge percentage:

Days from Initial Booking	Percent Penalized
360	0%
359-249	25%
248-90	50%
89-29	75%
28 or less	100%

If renter reschedules previously canceled reservation, the cancellation penalty is reduced 50%. If River Prairie Center is able to book an event for the cancelled date within 180 days in advance of the date, renter will receive 50% of the forecasted percentage forfeited.

### Alcoholic Beverages

Intoxicating liquors or fermented malt beverages shall not be sold, distributed, or consumed within the premises of the River Prairie Center after midnight (12:00 a.m.) All alcoholic beverages must be provided by the state approved liquor license holder hired by the City to operate the River Prairie Center bar. Parents will not be permitted to purchase and/or provide alcohol to minors/children within River Prairie Park. You must be 21 years to consume any alcoholic beverages.

### **Parking**

Parking is available in public parking lots and on the street in River Prairie. If supplies must be dropped off, the designated drop off location may be used to unload items. The vehicle must be moved to an appropriate parking location immediately after unloading. A parking map is provided in the user guide which specifies drop off location. Please advise of back in parking on streets. Tickets are issued.

#### Insurance

Rentals open to the general public and/or rentals that include fundraising or profit generation must provide a Certificate of Liability Insurance reflecting the following minimum coverages and naming the City of Altoona as an additional insured, prior to the scheduled event.

Limits:

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury limit

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

Coverage:

Property damage, bodily injury, products liability, completed operations, and contractual liability.

Form:

Occurrence Based - ISO or equivalent

All policies must be written with carriers who are licensed to write business in the state that work is being performed. Carriers must maintain an AM Best Rating of A- or better, with a financial size category of X or better. The City, its members, subsidiaries, directors, officers, and employees shall be included as additional insureds under the commercial general liability. Additional insured coverage under the commercial general liability section shall include both the ongoing operations (CG 20 10 or equivalent) and completed operations hazards (CG 20 37 or equivalent).

### River Prairie Center User Guide

Rules and guidelines have been established to assure the maximum enjoyment of the River Prairie Center. Your consideration of these policies is expected and greatly appreciated. A renter failing to properly conduct its event consistent with these rules and guidelines may be denied subsequent use.

### **Description of Facility**

The River Prairie Center provides available rental space consisting of the following options:

- -Meeting Room/Classroom: This 332 sq. ft. carpeted, rectangular space will accommodate smaller groups in a conference room setting. The room includes a conference table with seating for 8-16. Other amenities available include AV connections, TV and telephone.
- -River Prairie Room: This multi-purpose room is large enough to accommodate gatherings of 290 people for banquet style seating and 350 people for cocktail style. Typical uses of these rooms include educational/recreation programs, large business/civic meetings, wedding receptions, baby/bridal showers, parties and other gatherings.
- -The River Prairie Room: can be configured into three different spaces:
  - Prairie Room: 1,012 sq. ft. (maximum seated capacity of 75), hard surface flooring
  - River Room: 2,668 sq. ft. (maximum seated capacity of 170), hard surface flooring, adjacent bar, outdoor patio
  - River Prairie Room: 3,680 sq. ft. (maximum seated capacity of 290), hard surface flooring, adjacent bar, outdoor patio
- -Pre-function Space: This space is adjacent to the River Prairie Room. It is typically used as a welcome area and doubles as an area for food tables for buffet style events. When renting the River Prairie Room, the pre-function space is usable; when renting only the Prairie Room or River Room the pre-function space is common space.
- -Tables & Chairs: Banquet tables and chairs are included in the rental fee.
- -Catering Kitchen: Complete with a stove, refrigerator, freezer, sink and movable serving counters. The facility is primarily a catering kitchen and cannot be used for major meal preparation. Kitchen utensils are not supplied.

#### Rental Rules & Responsibilities

### General Rules

- A representative of the person/organization signing the rental agreement must be present at the time the building is opened, while the event is in progress and must remain until after all event guests have vacated the premises.
- For youth groups, permits will be issued only to responsible adults who chaperone the event. An adult chaperone is required for every 20 youth. A list of chaperones with phone numbers on file must be presented prior to the function date. The chaperones must remain on site until the event has completed.
- The City of Altoona or their designee are not responsible for any damage or loss of personal items brought into the River Prairie Center or River Prairie Park at any time.
- Smoking is prohibited inside the building, but allowed in designated outside smoking areas.
- The renter assumes all responsibilities for injuries that may occur to persons or participants.

### Arrival

- Event Center staff will be on site upon your arrival. Please check in when you arrive.
- Delivery and pick-up of event supplies will take place through the main entrance using the drop off location. All vehicles must be removed from the drop off location as soon as unloading is complete.

### Set-Up and Decorating

- Event Center staff will set-up tables, chairs and any reserved AV equipment as determined in the final pre-event meeting.
- All decorations must be put up and taken down by the renter and must be free standing. Nails, tape, tacks, staples and screws are strictly prohibited. Glitter, confetti, bubbles, rice, silly string, party poppers, fireworks or natural flower petals are not allowed at any time.
- Dance wax or any other types of dance compounds are not allowed.
- Draping of the ceiling and windows are not allowed.
- Signage may be displayed on portable sign holders, bulletin boards or easels.
- If the River Prairie Center is not rented the evening prior to the event, event set-up can be pre-arranged within one week of the scheduled event at no additional charge.

### **Event Guidelines**

- Renters will have access to reserved rooms only.
- River Prairie Center tables and chairs must remain inside the building at all times.
- River Prairie Center staff will clear tables to prepare the dance floor area at the time determined during the final preevent meeting.
- Please inform the building supervisor of any spills/damages that occur throughout the course of the event.

### **Event Clean-Up**

- Groups are responsible for cleaning all areas utilized and for the removal of any items that were brought into the facility. All decorations must be removed before leaving the premises.
- All guests must vacate the building by the departure time listed on the rental contract.
- The renter must ensure the facility is left in the same condition as when the renter/organization entered the facility.
- Renters leaving the facilities in a manner that requires more than customary cleaning will be charged if additional cleaning is required. Failure to properly clean may also result in a loss of building use privileges.

### **Food Service**

- Food may be prepared at home and brought to the River Prairie Center for events 75 guests and fewer. Events with 75 guests or fewer may bring home cooked foods. For events hosting over 75 guests, catered foods are available to be provided through the River Prairie Center Operator. Menu options and pricing are available upon request.
- If home cooked rentals exceed 75 guests or more a penalized fee of a minimum buffet pricing per person will be charged.
- Food cannot be prepared at home and catered through River Prairie Center for the same rental.
- A catering kitchen is available for the renters use at an additional charge. Included in this fee is the use of all major kitchen equipment including refrigerator, freezer, oven, stove top and sink.
- No service ware, glassware or utensils are provided.
- No non-catering events will be scheduled Fridays, Saturdays, and Sundays unless reservations are made inside of 60 days of a rental date.

#### Alcohol

- All alcoholic beverages must be purchased and distributed by the state approved liquor license holder hired by the city to operate the River Prairie Center.
- Alcohol distribution and consumption must remain by/in the areas identified on the rental contract.

### River Prairie Center Fee Schedule Exhibit A

- All room rentals will be subject to a 3 hour minimum rental.
- All rentals will be charged 5.5% sales tax and a hold will be placed on the renter's credit card. Credit cards will be left on file to cover damages or incidental charges that may occur.
- Altoona not for profits will receive a 20% discount for room rentals excluding Friday and Saturday, April - October.
  - All rentals are responsible for additional Covid-19 cleaning. The fee is \$50.00 for hourly rentals and is included in full day rentals.
  - Special event related rentals may be negotiated via contractual agreement in the absolute and sole discretion of the city or their agent.
  - The following rates may be adjusted based on demand or other factors in the absolute and sole discretion of the city or their agent.
  - All day rental required on Friday and Saturday's during the months of April October.

Fees listed below are for the months of April - October.			
	Sunday – Thursday	Friday	Saturday
rlv	\$40	Not Available	Not Available

Prairie Room	Sunday – Thursday	Friday	Saturday
Prairie Room Hourly	\$40	Not Available	Not Available
River Room	Sunday – Thursday	Friday	Saturday
River Room Hourly	\$60	Not Available	Not Available
River Prairie Room	Sunday – Thursday	Friday	Saturday
River Prairie Room	\$85	Not Available	Not Available
Hourly			
All Day Rate Only	\$1,000	\$1,500	\$2,100
Meeting/Classroom	Sunday - Thursday	Friday	Saturday
Meeting/Classroom	\$40/hour	Not Available	Not Available
Hourly			
The Patio	Sunday - Thursday	Friday	Saturday
The Patio Hourly	\$40/hour	Not Available	Not Available
	Fees listed below are for th		
Duninia Doom	Crynday Thuyaday	Friday	Coturdon

Prairie Room	Sunday – Thursday	Friday	Saturday
Prairie Room Hourly	\$40	\$50	\$60

River Room	Sunday - Thursday	Friday	Saturday
River Room Hourly	\$50	\$60	\$70

River Prairie Room	Sunday – Thursday	Friday	Saturday
River Prairie Room	\$65	\$75	\$95
Hourly			
All Day Rate Only	\$800	\$1000	\$1,300

Meeting/Classroom	Sunday - Thursday	Friday	Saturday
Meeting/Classroom	\$40 /hour	\$45/hour	\$50/hour
Hourly			

The Patio	Sunday – Thursday	Friday	Saturday
The Patio Hourly	\$40/hour	\$45/hour	\$50/hour

### Additional Amenities - Flat Fee

1 Additional 1 Ameni	thes The Fee
Podium	\$10.00
Projector / 10' Projection Screen	\$50.00
Projector / 13.4' Projection Screen	\$70.00
Wireless/Lapel Microphone	\$25.00
Wired Microphone	\$10.00
Combined Ceremony and Reception Indoors	\$250
Portable Speaker	\$50.00

### River Prairie Outdoor Venues Fee Schedule

Throughout River Prairie Park there are seven premiere outdoor venues available for rental. Each rental includes 3 hours in the reserved venue, set-up and teardown of all River Prairie Center rented chairs, speaker system, microphones and audio hookup. All space rentals include the use of 80 white outdoor chairs. There is no indoor back up area for your event unless part or all of the River Prairie Center is rented prior to the event.

If renting for a wedding, a rehearsal is provided at no additional charge based on availability. If any décor is left in outdoor venues there will be a removal charge based on item(s).

### **Description of Outdoor Venues**

-The Bluff: 4,000 sq. ft. (maximum seated capacity of 150)

Natural terraced area located along the River Prairie Walking Trail. This rustic wooded location features our native ferns and fauna with a peaceful view of the Eau Claire River. This space is located along the public walking trail. While this trail is not included in the rental, we will do our best to control the public along the trail. But this cannot be guaranteed.

### -The Grainery: (maximum seated capacity of 100)

This gorgeous venue is located along the River Prairie Walking Trail and Pond. Retrofitted from a functional corn crib, The Grainery provides a picturesque view of the Eau Claire River in addition to a signature natural rock outcropping as a backdrop. This venue contains a rustic chandelier and electrical connections capable of serving your event. This space is located along the public walking trail. While this trail is not included in the rental, we will do our best to control the public along the trail. But this cannot be guaranteed.

### -Forever Garden: 8,000 sq. ft. (maximum seated capacity of 250)

This stunning and romantic garden's pristine location will instantly have you wanting to say "I Do". Surrounded by mature oak trees, the Prairie Stream and beautiful landscaping, your guests will surely be impressed. Complete with outdoor speakers and electrical connections the Forever Garden will be your dream wedding location.

### -Four Season Plaza: 20,000 sq. ft. (maximum capacity of 2,000)

This beautifully landscaped area is framed by the spectacular Prairie Stream. The lighted rail backdrop and landscape lighting will put an extra special touch to your event.

### -Amphitheater: 40,000 sq. ft. (capacity 200-5,000)

Enjoy spectacular Eau Claire River views and wooded surroundings when renting the Amphitheater. The spacious outdoor area has terraced seating, a large hardscape stage with interactive apron, electrical connections, outdoor speakers and backdrop lighting. With the ability to bring in a movable stage and added electrical connections the Amphitheater will be perfect for any occasion.

# -Front Porch Plaza: 42,200 sq. ft. (capacity 200-5,000) Large Lit Plaza and Small Lit Plaza Whether your event is an intimate gathering of 200 or a festival for 5,000, the Front Porch Plaza will meet your needs. The festoon lighting, movable seating, electrical connections and outdoor speakers will enhance your event's atmosphere.

### -The Tent: 1,800 sq. ft. (maximum seated capacity of 120)

Looking to hold your event in a covered space, look no further than the tent. Set-up on the Front Porch Plaza, this venue will have several chandeliers and electrical connections capable of serving your event.

### Rental Rules & Responsibilities

### Fees

Dates will not be reserved until required payment is received. For complete fees refer to the fee schedule.

#### General Rules

- A signed event contract with approved rental fee are due at time of booking.
- The remainder of the park will remain open to the public.
- Outdoor Venue use must be concluded by 11 p.m. Music must be concluded by 10 p.m.

#### Set-Up

- River Prairie Center staff will provide set-up of River Prairie Center rented chairs and other rented equipment for the outdoor venues.
- A staff approved site plan showing all items brought on site must be provided during the final pre-event meeting.

#### Sound and Music

- Amplified sound during an outdoor venue rental must end by 10 p.m.
- All outdoor venues have input connectors and speakers.

### **Lighting and Decorations**

- All decorations and lighting planned for the outdoor rental are subject to review and approval.
- Staking decorations into the ground is prohibited. (For example: shepherd hooks).
- Flower petals are allowed on the grass area of the outdoor venue only. They are prohibited on any concrete areas such as the patio or the plaza.
- Rice is prohibited from indoor and outdoor venues

### Food and Beverage

- All food and beverages to accompany an event must be purchased through the River Prairie Center and/or designee.
- All rentals will be charged a 5.5% sales tax and a 20% service charge on all hosted food and beverages.

### Cleaning/Trash

- Trash receptacles are located throughout the park. Staff will remove trash placed in them at the end of the event.
- Large containers used to bring items in must be removed by the renter.
- The rental area must be left clean of any debris, trash, litter and personal items. Any damage to the outdoor venue after inspection will be charged to the renter

### Liability

The City of Altoona is not liable for any lost or damaged items that are used for an Outdoor Venue Rental.

## River Prairie Outdoor Venues Fee Schedule Exhibit B

\*All rentals will be charged 5.5% sales tax and a hold will be placed on the renter's credit card. Credit cards will be left on file to cover damages or incidental charges that may occur.

\*\*Rental of the amphitheater, plaza or upper four seasons event spaces may be subject to event agreement.

\*\*\*Events taking place in outdoor venues and that are open to the general public are required to fill out a River Prairie Special Events Agreement.

Rental Price is valid for a 3 hour time block. Rental includes 80 Chairs.

Venues	Sunday - Thursday	Friday	Saturday
		_	
The Tent	\$300	\$350	\$400
The Bluff	\$350	\$450	\$500
The Grainery	\$350	\$400	\$450
Forever Garden	\$400	\$500	\$550
Four Seasons	\$450	\$500	\$550
Amphitheater	\$550	\$600	\$650
Large Lit Plaza	\$400	\$500	\$550
Small Lit Plaza	\$300	\$350	\$400

Full Day Rental Price 10:00 a.m-11:00 p.m. Music must be concluded by 10 p.m.

Venues	Sunday - Thursday	Friday	Saturday
		•	
The Tent	\$625	\$700	\$750
The Bluff	\$750	\$1,050	\$1,250
The Grainery	\$750	\$1,050	\$1,250
Forever Garden	\$800	\$1,100	\$1,300
Four Seasons	\$850	\$1,150	\$1,350
Amphitheater	\$950	\$1,250	\$1,450
Large Lit Plaza	\$800	\$1,100	\$1,300
Small Lit Plaza	\$625	\$700	\$750

### Additional Amenities - Flat Fee

Outdoor Chairs White (400 available)	\$1.50/chair