

Rental Information and Application

General Information

Brenton Skating Plaza is an open-air facility located at 520 Robert D. Ray Drive in the heart of Downtown Des Moines along the Principal Riverwalk. May through October, Brenton has a one-of-a-kind canopy allowing for rain and sun protection while enjoying panoramic views of Downtown.

- Brenton is approximately 120 feet long and 60 feet wide.
- The capacity under the canopy is 1,880 people.
- Brenton is handicapped accessible. Handicapped parking is also available.
- Brenton has fully operational, adjacent men and women’s restrooms.

Schedule of Hours

The Plaza is available from April through October (canopy generally up mid-May to mid-October). The available hours of use are 9 a.m. to 11 p.m. Sunday through Thursday, and 9 a.m. to Midnight Friday and Saturday (subject to weather and other scheduled events).

Fees below include:

- Venue space from 9 a.m. to midnight
- Tables and chairs for 250 guests. Additional chairs and tables can be rented at an additional cost.
- Men and Women’s restrooms (if expected attendance is over 380 portable restrooms will need to be rented)

Rental Rates include tables and chairs for 250 guests	Daily Rental Fee
Monday – Thursday	\$1,200
Friday & Sunday	\$3,200
Saturday	\$3,500

Non-profit organizations receive 15% discount on rental fees. Must provide proof of 501(c)3 or 501(c)6.

Exclusive Vendors

Christiani’s Catering
1150 E Diehl Ave
Des Moines, Iowa
Peter Worsham
(515) 287-3169
peter@ChristianisCatering.com

The Tangerine Food Company
1960 Grand Ave Suite 21
WDM, Iowa
Cherry & Susan
(515) 720-7510
Tang4000@gmail.com

Hy-Vee East Euclid
2540 East Euclid Ave
Des Moines, Iowa
Dee
(515)262-0640
1138cateringmgr@hy-vee.com

Alcohol, Catering, Vendors and Security

Alcohol: Brenton Skating Plaza has a licensed exclusive vendor to dispense alcoholic beverages. Users must work through this vendor if alcoholic beverages are to be available either for sale or at no cost to the guests. Our vendor holds a beer, wine and liquor license. Failure to follow this rule will result in immediate cancellation of event without a refund. Security must be onsite when alcohol is served. Applicant will be responsible for fees. Additional fencing is required when alcohol is served at a cost of \$150.00.

Catering: Brenton Skating Plaza has exclusive vendors named above.

Vendors Public Events: No food trucks are allowed on BSP property or on Robert D Ray Drive. Food vendors for public events must pay a vending fee based on attendance. Applicant of this application must pay this fee 2 weeks prior to event.

Security: Public events security plan must be approved by BSP manager & Des Moines Park and Recreation prior to approval of event. Applicant will be responsible for fees.

Clean Up/Damage: The applicant is responsible for all clean-up of Brenton and surrounding site. There will be additional costs if Brenton is not returned to “as found” condition. These costs will be charged on charge card on file. If Damage deposit was required additional charges will apply in the event the deposit does not cover the cost to return Brenton to an “as found” condition. Trash must be removed from Brenton and taken to the

dumpster. This includes emptying the Brenton Plaza receptacles. A dumpster may need to be rented from a waste removal company if multiple dates are booked or a large amount of trash is expected.

Electrical Needs: It is the sole responsibility of the user to inform and communicate the electrical needs of the function to the Brenton Skating Plaza Manager at least two weeks prior to use. An enhanced electrical service can be provided to handle heavier electrical needs by supplementing the existing circuitry for a fee of \$150.00.

Reservations: Brenton is available for rent daily subject to weather and other scheduled events. Reservations for Brenton are on a first come, first served basis. Any group or organization that establishes an annual public activity on a specific day or date will have 14 days after the event to reserve the same day or date for the next year. After this deadline, the date will become open and available for reservation. Payments may be made by check or payment by phone with a credit card.

Cancellations/Refunds: Refunds will not be made on any cancellation unless notice has been given to the Brenton Skating Plaza Manager at least **one year** prior to the date of the reservation (minus a \$50 administrative fee). No refunds are provided in the instance of inclement weather on the day of the rental.

Parking: Street parking and two lots are available at no charge on weekends and after 6 p.m. Monday through Friday. On weekdays before 6 p.m., metered street parking is available. Parking will be limited before 5 p.m. by the construction of the Grand Avenue Bridge and the City Parking Lot beginning April 2016 to 2018. We can provide a pdf parking map if requested.

Payments: Payments can be made by check, credit card by phone.

Security: If alcohol will be served security will be arranged by our licensed alcohol vender. Applicant will be responsible for fees.

Insurance: Public events must have proof of insurance





Pre-Application* for Use of Brenton Plaza

Reservation No. _____

Name of Applicant (Organization or Individual): _____

Name of Event**: _____

Contact: _____ Email: _____

Daytime Phone: _____ Address: _____

Date of Event: _____ City/Zip: _____

Hours of Event: _____ Hours of Plaza Rental: _____

Event description (and any additional information, website, etc.): _____

Please circle: Public or Private Event Tickets or RSVP/Guest list	Approximate Number to Attend: _____	
Will you be closing a street for this event? (City approval required)	Yes	No
Will there be alcohol at the event? (license & security required)	Yes	No
Fencing & detour signage must be in place if alcohol is served. Can be rented through the Plaza. Cost is \$150.	Yes	No
Are you selling anything at the event? <small>(food, drinks, service, merchandise)</small>	Yes	No
Will food be sold/served? (license required & additional fees may apply)	Yes	No
Are you using amplified sound? (permit required \$40.00)	Yes	No
Are you renting portable restrooms? (required if over 380 guests)	Yes	No
Are you using a tent outside of the canopy? (diagram required - permit may be required)	Yes	No

Set Up Plans (including vendors, exhibits, merchandise tables):

Security Plan (if applicable):

*Event is not final until Plaza Use Plan is signed & approved by manager.
 **The name of the event is for publication on the events calendar. If the event is private, the calendar will read "private event."

Brenton Skating Plaza Rules and Regulations

1. General:

- a. All necessary permits and licenses are the sole responsibility of the Lessee. This may include, but is not limited to, health/food, alcohol, sound, fireworks, tents and fencing.
- b. Lessee is responsible for damages to the building, furniture, equipment and is the responsibility of the group/event organizer.
- c. Permanent markings on facilities are not permitted. Decorations must be completely removed before leaving.
- d. No driving and/or parking on the grass or in front of Brenton. Motorized vehicles or equipment are not allowed on park property other than parking lots and park roads unless using a mobility-assisted device or approved by staff.
- e. Assignment/subletting/transferring of rental to another party is not allowed.
- f. Deliveries such as floral displays, tables and chairs, decorations, cake, etc. should not be delivered before the scheduled rental period.
- g. No rice, confetti or candles can be used under the canopy.
- h. No smoking is allowed under the canopy or on the Plaza grounds. This includes e-cigarettes.
- i. Nothing can be attached to the canopy structure.
- j. No open flame is permitted (including candles) except butane warmers for food only.
- k. For amplified sound a sound permit under (100 decibels), lessee must obtain through the City of Des Moines Permit Department 30 days prior to your event and send copy to the Brenton Skating Plaza Manager unless using the sound system for background music only. Cost is \$40.00
- l. If having fireworks or pyrotechnics, lessee must obtain a permit from the Des Moines Fire Department at least 30 days prior to event and get a finalized copy to the Brenton Skating Plaza Manager.

2. Layouts

- a. Openings and exits may not be obstructed at any time during event.
- b. 10 feet (center-to-center) must be maintained between tables.
- c. Adequate aisles (central, vein and subs) must be provided.
- d. Doors and gates must remain locked in the "open" position at all times during occupancy.
 - All furniture must maintain a distance of 8 feet from the dasher boards.

3. Lighting and Illumination

- a. A minimum of one (1) foot candle needs to be provided along egress routes within the tent structure. Brenton outside lighting fulfills this requirement for the Des Moines Fire Department
- b. Existing site lighting at Brenton Plaza to be utilized.
- c. Where existing lighting does not meet the minimum illumination requirements, additional temporary lighting will be required to be provided during occupancy.
- d. No additional permanent lighting will be provided. The lessee is responsible for providing additional lighting.
- e. Lighting shall be electrically powered and comply with section 2404.9 of the International Fire Code.
- f. Exit lighting must remain on at all times.

4. Fire Safety

- a. All events must comply with Chapter 24 of the 2009 International Fire Code. *See Appendix C.*
- b. No open flame is permitted. This includes candles.
- c. Drapes and other décor must comply with NFPS 701 standards.
- d. Five (5) UL rated 2-A-10BC fire extinguishers shall be provided during occupancy. Maintain a three (3) feet wide unobstructed path to the fire extinguishers.

5. Food and Alcohol

- a. No open flame cooking is allowed beneath canopy structure. No exceptions.
- b. Butane warmers will be permitted for the purpose of food service only.
- c. Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet of the canopy structure.
- d. If selling food, caterer must show proof of food licenses with copy to the Brenton Skating Plaza Manager 14 days prior to event.
- e. No person may use, possess or consume beer, wine or alcoholic liquors without contracting with our licensed vendors.
- f. Vending revenues are due within 30 days after event.

6. Restrooms

Additional portable restrooms are required for over 380 guests and shall be grouped near the existing restroom building. The existing restrooms are handicapped accessible.

7. Clean Up

The Lessee is responsible for all clean up, including emptying all trash receptacles into dumpsters located behind the Armory building just north of Plaza within scheduled rental time period.



Facility Use Hold Harmless and Damage Restitution Statement

For purposes of this section, "City" shall mean the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Des Moines and "RDA" shall mean the Riverfront Development Authority and its officers, employees, and volunteers and "OD" shall mean Operation Downtown and its officers, employees, and volunteers. "Facility" shall mean the facility which is referred to in this Application. The undersigned, a duly authorized representative of, hereinafter called Applicant, for purposes of this agreement, in consideration for the acceptance of this application, agrees to the fullest extent permitted by law, to defend, pay on behalf of, indemnify, and hold harmless the City, RDA or OD from and against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorney's fees, and court costs, that may be asserted or claimed against, recovered from or suffered by the City RDA or OD by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with Applicant's use or occupancy of the Facility.

Applicant's obligation to indemnify the City, RDA or OD contained in this Facility Use Application is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The City, RDA or OD shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Applicant, its officers, employees, subcontractors, and others affiliated with Applicant or Applicant's activities, arising out of or in any way connected or associated with Applicant's use or occupancy of the Facility, including weather, parking or construction except for and only to the extent caused by the negligence of the City of Des Moines, Iowa, RDA or OD.

Applicant expressly assumes full responsibility for any and all damages to the facility arising out of or in any way connected or associated with Applicant's use or occupancy of the Facility including, but not limited to, the activities of Applicant, its officers, employees, subcontractors, and others affiliated with Applicant or Applicant's activities.

Applicant shall ensure that its activities on the Facility will be performed and supervised by adequately trained and qualified personnel and Applicant will observe, and cause its officers, employees, subcontractors and others affiliated with Applicant or Applicant's activities, to observe all applicable safety rules.

Further, the undersigned agrees to be liable for any damage to the park, facility and/or equipment, except for normal wear and tear resulting from this use, and to pay in a timely fashion all costs associated with returning the plaza, facility, and/or equipment to the condition that existed prior to said use.

This confirmation reserves the requested area, avoiding conflict with other users. You must carry an approved copy of this application to show Brenton Plaza employee and Police, if requested.

Rental fees: _____ Full payment due once approved	
Other fees if applicable (example: fencing; electric; sound permit)	\$
TOTAL	\$

I have read and agree to the Brenton Plaza Rules and Regulations and Facility Use Hold Harmless and Damage Restitution Statement:

Signature _____
Date

Plaza Manager _____
Date approved