

**TOWN OF GLASTONBURY
PROCUREMENT NOTICE
REQUEST FOR PROPOSAL
AUDIO VISUAL PROVIDER FOR THE GLASTONBURY BOATHOUSE
RPGL-2016-10**

The Town of Glastonbury is accepting proposals from qualified individuals or firms to provide audio visual equipment and services for The Glastonbury Boathouse, 252 Welles Street, Glastonbury.

There will be an optional pre-proposal meeting held at The Glastonbury Boathouse, 252 Welles Street, Glastonbury, CT 06033 on **August 4, 2015 at 10:00 am.**

Interested firms should request the proposal instructions and details from the Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033, or via the Town's website at www.glastonbury-ct.gov.

Responses to the Proposal must be submitted to the Purchasing Agent no later than **August 18, 2015 at 11:00 AM. LATE PROPOSALS WILL NOT BE CONSIDERED.**

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority / Women / Disadvantaged Business Enterprises are encouraged to submit a proposal.

Mary F. Visone
Purchasing Agent

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SECTION I - GENERAL INFORMATION

Purpose

The Town of Glastonbury began hosting events at its new facility, The Glastonbury Boathouse (“Boathouse”) at Riverfront Park, on May 1, 2015. Events will include weddings, corporate meetings, fundraisers and private parties. The Town is seeking to contract with one vendor to be the preferred Audio Visual Provider. The intent of this RFP is to award a three (3) year contract term, with the opportunity for renewal upon mutual agreement, to the selected Audio Visual Provider whose proposal best conforms to this RFP and which are deemed to be in the Town’s best interest.

Background

Phase II of the Riverfront Park opened for public use on September 27, 2014. Located in the heart of Glastonbury on banks of the Connecticut River, the park includes a public boat launch, children’s playground, playing fields, scenic fountain and the Boathouse. Featuring panoramic views of the Connecticut River and an elegant banquet hall, the Boathouse is sure to become one of Connecticut’s premier event venues.

The first floor of the Boathouse will be used for boat storage and as headquarters of the Glastonbury High School Crew Teams. The second floor is reserved for private event rentals and includes the following spaces:

1. Banquet Hall – Capacity of 150 for seated dinner with dance floor, 300 for classroom style meeting. (See **Attachment C** for floor plan)
2. Caterer’s Kitchen
3. Covered Observation Deck
4. Private Room for bridal party/event host
5. Restrooms
6. Elevator

The facility also has an outdoor area for tented events, and a lower patio and covered pavilion for wedding ceremonies. Catering and bar services will be limited to the Banquet Hall, Observation Deck and designated tent areas. The lower patio/grounds may be used when available, but they remain open to the public.

The Banquet Hall is approximately 4,000 ft² in size. There is currently no sound system or audio visual equipment. There is rigging for a projector. It has been furnished with perforated metal ceiling panels for optimal acoustics. All windows have blinds, except for the doors to the Observation Deck and the cupola. The building has free Wi-Fi.

The Town will accept event bookings year-round, pending availability (see **Attachment D** for available rental spaces and pricing.) Designated hours of operations are 7:00 a.m. – 12:00 a.m., Sunday – Saturday. Facility rentals will be booked directly between the client and the Town. The Town is in the process of contracting with three (3) Preferred Caterers and a Preferred Rental Equipment Provider. Preferred Caterers will be responsible for coordinating event logistics, rentals, set-up and break down.

SECTION II- SCOPE OF WORK

Audio Visual Services

1. Install basic audio/visual equipment that will permanently remain in the building (i.e. projector, sound system).
2. Supply rental of other audio/visual equipment.
3. Provide theatrical/specialty lighting packages.
4. Provide furnishings/décor items (i.e. draping, staging, podiums, conference tables, etc.)
5. Provide graphic design and production support.
6. Provide computer and phone equipment for conference services.
7. Provide qualified labor for all services (installation, maintenance, service, and operation.)
8. Provide competitive pricing and discounts for Boathouse Clients.

It is the intent of the Town to select to the extent possible, one firm to exclusively provide all services. The Town does, however, reserve the right to award more than one contract and to award portions of the contract to multiple Respondents should the Town deem that approach to be in its best interest.

Fees/Discounts

The fees payable to the Town by the Preferred Audio Visual Provider shall be comprised of a one-time \$500 payment, payable on the date that the contract commences. The Preferred Audio Visual Provider should also offer a minimum 5% commission on all revenues. Respondents may offer a larger commission than 5%. Although the percentage offer will be considered in the overall selection process, it will not be the sole determining factor. The Preferred Audio Visual Provider will pay a security deposit of \$1,000 at the commencement of the contract and is required to maintain a security deposit of \$1,000 throughout the term of the contract.

Considerations

In selecting the Preferred Audio Visual Provider, the following will be taken into consideration: The ability, capacity or skill of the Respondent to perform the contract or provide the service required; whether the Respondent can perform the contract or provide the services promptly or within the time specified; the character, reputation, experience, and efficiency of the Respondent; the quality of performance of previous contracts or services; the quality and availability of the equipment necessary to perform the contract.

The Preferred Audio Visual Provider will have exclusive rights for providing audio visual services for Boathouse events. The Town reserves the right to allow certain vendors and clients (i.e. bands, DJs) to use their own audio visual equipment. The Preferred Audio Visual Provider may be asked to consult with vendors and clients. Any vendor or client wishing to use equipment provided by the Preferred

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Audio Visual Provider will require the approval of the Preferred Audio Visual Provider. The Preferred Audio Visual Provider must staff a technician or have an on-call technician any time their equipment is being used.

The Town reserves the right to waive the exclusive agreement in the event that the required products/services cannot be provided by the Preferred Audio Visual Provider, or in the event that the Preferred Audio Visual Provider does not have the desired equipment/services available for a particular event or date.

Installation of permanent equipment and storage of equipment at the Boathouse is subject to Town approval. All equipment that has not been approved for permanent storage must be brought in at the beginning of each event and removed at the end.

The Preferred Audio Visual Provider will have up to 2 hours before the event for load-in/set-up and up to 1 hour after the event for break-down/load-out, unless the Town is able to accommodate other arrangements. Special requests for early drop-off or overnight storage must be made with the Town at least two weeks in advance, and are not guaranteed. Clients may purchase additional set-up or break-down time, not to go past 1:00 a.m. Vendors on the premises outside of these hours may be subject to financial penalties, including but not limited to a fine of \$500 and forfeiture of security deposit. The Town is not responsible for items left on the premises by the Preferred Audio Visual Provider.

The Preferred Audio Visual Provider is responsible for all the maintenance, set-up, operation, and break-down of all audio visual equipment installed and stored in the facility. It is the responsibility of the Preferred Audio Visual Provider to return all equipment to storage at the end of the event. Town staff will keep storage closets locked at all times. The Town is not responsible for damages or theft.

Equipment may only be loaded in and out during the time frame designated by the Town. Elevator padding must be installed prior to transporting any equipment in the elevator. Any damage to the facility by Preferred Audio Visual Provider will be assessed by the Town and deducted from the security deposit.

The Preferred Audio Visual Provider shall, throughout the term of its contract, maintain on file with the Town a current selection of products, services and pricing. Products, services and pricing may not change during the term of contract, with the exception of new items/services being added. All other proposed revisions must be submitted to the Town for approval at the time of contract renewal.

At all times during the term of the contract, the Approved Rental Provider(s) and any subcontractors they use shall:

- Maintain a current Certificate of Insurance on file with the Town maintaining: Worker's Compensation, General Liability and Property Damage insurance, Automotive Liability and Umbrella/Excess Liability in appropriate amounts, naming the Town as an additional insured to all policies except Workers Compensation and provide a waiver of subrogation to all policies. (Refer to Insurance section of this document.)
- Be responsible for the payment of all applicable taxes for goods and services.

Preferred Audio Visual Provider must provide evidence of above items.

The Town reserves the right at any time, for cause, to terminate the contract of the Preferred Audio Visual Provider.

SECTION III – SUBMISSION OF PROPOSAL

MINIMUM REQUIREMENTS

- Respondent shall have an assigned manager to oversee this work and act as liaison to the Town.
- Respondent shall demonstrate sufficient staff resources to perform the work.
- Respondent should have the ability to install basic permanent A/V equipment in the facility (projector, screen, sound system).
- Respondent should provide a wide variety of A/V and event services.
- Respondent should maintain a sufficient inventory of high-quality equipment.
- Respondent shall have a minimum of 3 to 5 years of demonstrated successful experience in providing audio visual services.

TERM OF SERVICE

The selected firm will be expected to commence services within ten (10) days of contract execution or on such other schedule as mutually agreed to with the Town. An initial term of not less than three (3) years is contemplated with the option to extend by mutual agreement between the Town and the Preferred Audio Visual Provider. The Town will, however, consider other terms proposed by the Respondent.

SITE INSPECTION

An optional pre-proposal tour and site inspection is scheduled for **August 4, 2015 at 10:00 a.m.** at the Boathouse, 252 Welles Street, Glastonbury, CT 06033. Respondents are strongly encouraged to attend.

PROPOSAL INSTRUCTIONS

By submitting a proposal you represent that you have thoroughly examined and become familiar with the Scope of Work outline in this RFP and you are capable of performing the work to meet the Town's objectives.

All firms are required to submit 1 (one) **clearly marked original** and six (6) copies of their proposal to Mary F. Visone, Purchasing Agent, and 2155 Main Street, Glastonbury, CT 06033 by the date and time listed in the proposal response page. All proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading of proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked as follows:

**SEALED REQUEST FOR PROPOSAL
AUDIO VISUAL PROVIDER FOR THE GLASTONBURY BOATHOUSE
RPGL-2016-10
August 18, 2015
Time – 11:00 AM**

All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.

1. Table of Contents, to include clear identification of the material provided by section and number.
2. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
3. Name and telephone number of person(s) to be contacted for further information or clarification.
4. A background statement including a description of relevant experience of the firm/individual submitting the proposal. Include regular volume of events, size/type of events, venues, etc. Name of assigned project manager and a list of staff members who would be involved with the rental services including their assigned roles and a description of their background and experience.
5. Respondent shall provide a list of at least 3 references of similar assignments (both past and current) successfully completed with the last five (5) years with the contact name, address and telephone number of the owners' representative in each assignment.
6. A listing of venues where you regularly provide audio visual services, and any current or previous venues where you were the exclusive Audio Visual Provider.
7. Proposed equipment that will be permanently installed in the venue.
8. Description of all audio visual event services and pricing.
9. Pricing for labor (technicians, rigging, etc.)
10. Listing of owned audio visual equipment.
11. Listing of specialty décor/furnishings (i.e. draping, bars, furniture, etc.) and rental pricing.
12. Describe any additional services that your firm provides that may be beneficial to clients of the Glastonbury Boathouse (i.e. event design, entertainment, videography for weddings, etc.).
13. Hours of operation.

14. Describe how your company will handle last-minute requests/customer service issues including additional charges.
15. Proposed discounts for Boathouse Clients.
16. Proposed revenue sharing arrangements with the Town.
17. Description of legal actions filed for or against the vendor within the last three years, including bankruptcy filings.
18. Estimated time frame from award to contract that would be required to begin operations.
19. Describe your company's current/ongoing marketing strategy including advertisements, promotional events, web/social media, etc.
20. Describe how you will support marketing of the Boathouse including support for Boathouse Promotional Events (i.e. A/V services for promotional events, videography for website, etc.)
21. Describe any similar previous experience with marketing and/or supporting promotional efforts for venues for which you were a preferred vendor.
22. A concluding statement as to why the respondent is best qualified to meet the needs of the Town.
23. Proposal Response Form (**ATTACHMENT A**).
24. Description of any exceptions taken to this RFP. If any proposal involves any exception from the stated requirements and specifications, they must be clearly noted as exceptions and attached to the proposal.
25. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003. Respondent shall acknowledge that they have reviewed the document in the area provided on the attached Ethics Acknowledgement form included on **ATTACHMENT A**. The selected respondent will also be required to complete and sign a Consultant Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgment Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & Proposals** icon which will bring you to the links for the Code of Ethics and the Consultant Acknowledgement Form. If the respondent does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal

26. The Respondent agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful Respondent.

27. Statement of Non-Collusion (**ATTACHMENT B**).

28. Any technical questions regarding this RFP shall be made in writing and directed to Kristen Michaels, Event and Banquet Facility Manager, via e-mail at kristen.michaels@glastonbury-ct.gov. Administrative questions should be directed to Mary Visone, Purchasing Agent at 860-752-7588 or by email at purchasing@glastonbury-ct.gov.

All questions, answers and/or addenda, as applicable will be posted on the Town's website at www.glastonbury-ct.gov (upon entering the website click on Bids & Proposals icon, click on the Bid Title to view all proposal details and document links). **It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.**

Note: Responses to requests for more specific contract information that is contained in the RFP shall be limited to information that is available to all offerors and that is necessary to complete this process. The request must be received at least five (5) business days prior to the advertised response deadline.

29. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Respondents are encouraged to submit RFP responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the RFP for review. All proposal pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the proposal contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.

Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.

EVALUATION CRITERIA

- The Town of Glastonbury shall select the most responsible and responsive proposals which are determined by the Town to be the best suited and most advantageous to the Town on the basis of the criteria included in this Request for Proposal. The Town expressly reserves the right to negotiate with the selected Proposer prior to an award of any contract pursuant to this RFP. The following factors will be considered by the Town when evaluating proposals:
 - Experience and proposal of individual/firm.
 - Sufficient staff and equipment resources.
 - Quality and variety of equipment and services.
 - Pricing and proposed discount for Boathouse Clients.
 - References
 - Proposed marketing plan and timeframe for beginning operations.
 - Responsiveness and completeness of the proposal response.
 - Understanding of project scope.

SELECTION PROCESS

- This Request for Proposal does not commit the Town of Glastonbury to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request become the property of the Town of Glastonbury. The Town of Glastonbury reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for any additional services, or to cancel in part or in its entirety the request for proposal, and to waive any informality if it is in the best interests of the Town to do so.
- A Town Selection Committee, appointed by the Town Manager, will evaluate all proposals received for completeness and the respondent's ability to meet all requirements as outlined in the RFP. The Committee will then short list the specific firms whose statements best meet all criteria required and may conduct interviews with these firms. Upon completion of all interviews, the Selection Committee will forward to the Town Manager, a list of firms recommended for further consideration. Interviews are at the option of the Selection Committee and may or may not be conducted.
- Based on the results of the interview process, the Town Manager or his designee will review the Scope of Services, and other factors with the top-rated firm(s) and negotiate a specific agreement based on these discussions.

TIMELINE

The Town intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the Town as required.

Publicize RFP	July 24, 2015
Optional Pre-Proposal Meeting	August 4, 2015 at 10:00 AM
RFP Due Date	August 18, 2015 at 11:00 AM
Shortlist of Submittals Received	September 1, 2015
Interviews with Top Respondents	TBD
Contract Effective Date	TBD

INSURANCE

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the contract the following insurance coverages covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Respondent’s Commercial General Liability, Liquor Liability, and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondent’s Certificate of Insurance.** Insurance shall be written with insurance carriers Approved in the State of Connecticut and with a minimum Best’s Rating of A-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer’s Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

3) Automobile Insurance:

- Including any vehicles, hired, borrowed and non-owned vehicles
- Evidence a Combined Single Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000

- A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents

4) Umbrella (Excess Liability):

- \$1,000,000 Occurrence/\$1,000,000 Aggregate
- Umbrella/Excess Shall be Follow Form over Workers Compensation, General Liability, and Auto Liability.

The limits and coverage listed above are minimums and additional limits and/or coverage may be required by the Town depending on the event.

The Respondent shall direct its Insurer to provide original, completed Certificates of Insurance to the Town prior to issuance of contract. The awarded Respondent(s) will be responsible to provide written notice to the Town 60 days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverage's including the Additional Insured on the General Liability, and Auto Liability policies, Waiver of Subrogation on the General Liability policy, Auto Liability and Workers Compensation policies and that Excess/Umbrella is Follow Form over Workers Compensation, General Liability, Auto Liability and Liquor Liability. The Respondent shall provide the Town copies of any such insurance policies upon request.

Indemnification

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable.

**ATTACHMENT A
PROPOSAL RESPONSE PAGE**

**TOWN OF GLASTONBURY
REQUEST FOR PROPOSAL**

RPGL # 2016-10

DATE ADVERTISED July 24, 2015

**DATE / TIME August 18, 2015 @ 11 AM
DUE _____**

NAME OF PROPOSAL AUDIO VISUAL PROVIDER FOR THE GLASTONBURY BOATHOUSE

The Respondent acknowledges receipt of the following Addenda:

Addendum #1 _____ (Initial/Date) Addendum #2 _____ (Initial/Date) Addendum #3 _____ (Initial/Date)

It is the responsibility of the respondent to check the Town's website for any Addenda before submitting the proposal.

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I /We are selected. Yes _____ No _____ *

***Respondent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any proposal where the respondent has not agreed to the above statement.**

_____	_____
Type or Print Name of Individual	Doing Business as (Trade Name)
_____	_____
Signature of Individual	Street Address
_____	_____
Title	City, State, Zip Code
_____	_____
Date	Telephone Number / Fax Number
_____	_____
E-Mail Address	SS # or TIN#

(Seal – If proposal is by a Corporation)

Attest

ATTACHMENT B

**TOWN OF GLASTONBURY
REQUEST FOR PROPOSAL
AUDIO VISUAL PROVIDER FOR THE GLASTONBURY BOATHOUSE
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NON-COLLUSION STATEMENT

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

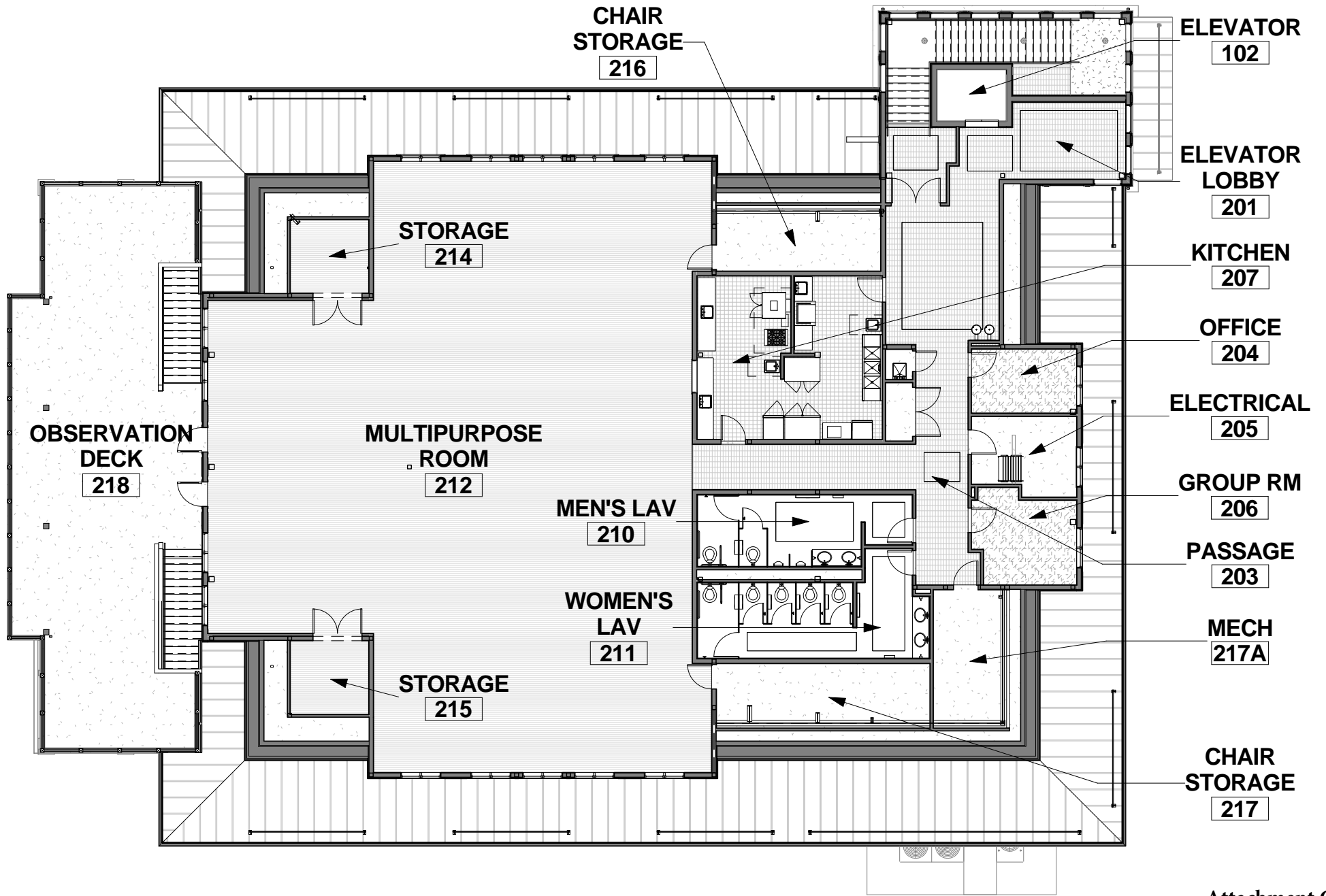
Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____



Attachment C



FEES & CHARGES - Schedule A

VENUE RENTAL CHARGES

Monday-Friday 7:00AM – 4:00PM	Monday-Thursday 4:00PM-12:00AM	Friday 4:00PM-12:00AM	Saturday, Sunday, Holiday
\$675 (4 hours)	\$1,125 (4 hours)	\$1,350 (4 hours)	\$2,850 (4 hours)
\$900 (6 hours)	\$1,575 (6 hours)	\$1,800 (6 hours)	\$3,850 (6 hours)
\$150 (extra hour)	\$200 (extra hour)	\$200 (extra hour)	\$300 (extra hour)

Prices listed above may be reduced by 20% for events booked within 60 days or less, and for events booked in January, February and March. The Town Manager reserves the right to adjust all pricing. Reservations for 2 hour events on Saturdays, Sundays and holidays only available within 60 days or less. Pricing valid November 2014 - December 2015.

Rental of The Glastonbury Boathouse includes use of the Banquet Hall, Observation Deck, Restrooms, Host's Room, and Kitchen (by a preferred caterer). The rental fee also includes parking, wifi, an event supervisor, heating/air conditioning, and use of the facility's tables/chairs. Caterers are responsible for set-up and break down of tables and chairs, cleaning and trash removal. Fees may be added for additional space, service, or equipment as deemed necessary by the Town. All charges are by the full hour of use including set-up and clean-up. Up to two hours of set-up time and one hour of break-down is included. Users, attendees, caterers, and vendors/service providers arriving prior to or staying beyond the scheduled time will incur additional hourly fees.

ADDITIONAL CHARGES

ITEM	FEE
Outdoor Tent Space	\$750*
Ceremony/Rehearsal Add-on	\$125/hour**
Additional Set-up	\$75/hour
Unplanned Overtime Hours	1.5x hourly rental rate
Police Security	\$70/hour for an Officer, \$100/hour for a Supervisor, and additional \$10/hour for a Cruiser (4 hour minimum, all requests require one week's notice.)
Non-approved Caterer	\$750 plus commission. Requires Town approval.
Security Deposit	\$500

*Space only, does not include tent rental. Tent space rentals for Monday – Thursday can be made at any time. Tent space rentals without rental of the Banquet Hall for Fridays, Saturdays, Sundays, and holidays are only available within 60 days or less and are subject to Town approval. Use of the Kitchen is an extra charge.

**The lower patio/grounds may be used when available, but they remain open to the public. The patio may not be used on afternoons when there is a Glastonbury Crew meet. The lower level patio is generally considered a public space and cannot be reserved for the exclusive use of the banquet facility customer.