

RUSSELL COMMUNITY ROOM RENTAL AGREEMENT

1. **THE PARTIES.** This Facility Event Rental Agreement ("Agreement") made on _____, by and between:

Renter: _____ with a mailing address
of _____ ("Renter"), and

Owner: Russell Township with a mailing address of 8501 Kinsman Road,
Novelty, Ohio 44072 ("Owner").

Owner and Renter are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **VENUE.** The Renter agrees to temporarily rent, occupy, and make use of the Owner's space located at:

a.) Property Address: 8501 Kinsman Road, Novelty, Ohio 44072

b.) Description: Russell Township Community Room

c.) Use of Venue: _____

Hereinafter known as the "Venue."

3. **RENTAL PERIOD.** Generally, the Renter shall have access to use the Venue for the time periods set forth in the Rental Fee Schedule. Alternatively, the parties may agree to a different schedule as set forth below. There is a four-hour minimum for rental periods.

a.) Start Date: _____

b.) End Date: _____

c.) Start Time: _____ ☐ AM ☐ PM

d.) End Time: _____ ☐ AM ☐ PM

Hereinafter known as the "Rental Period."

4. **FEE.** To rent the Venue, the Renter agrees to pay one of the following pursuant to the Rental Fee Schedule: (check one)

☐ - Resident Rental Fee. \$60/hour

☐ - Non-Resident Rental Fee. \$100/hour

Hereinafter known as the "Fee."

5. DEPOSIT. The Landlord requires: (check one)

☐ - **NO Deposit.**

☐ - **Deposit.** \$_____ is required at the execution of this Agreement ("Deposit").

6. OVERTIME. If, for any reason, the Renter overstays the Rental Period, the Owner shall **Charge Overtime.** A fee shall be charged to the Renter for their excessive use.

7. PAYMENT. The Renter shall be required to pay the **Fee** in full at least seven (7) days prior to the Rental Period. The **Deposit** shall be paid at least thirty (30) days prior to the Rental Period.

8. METHODS OF PAYMENT. The Owner's acceptable methods of payment are as follows: (check all that apply)

- **Cash**
- **Check**

9. CHANGES. A change or cancellation of this Agreement is allowed no later than fourteen (14) days prior to the Rental Period ("Grace Period") and the **Deposit** shall be returned by the Owner. Any change or cancellation after the aforementioned Grace Period will result in the forfeiture of the **Deposit.**

10. LATE PAYMENTS. No late payments will be accepted. If a payment due by the Renter is not made within the requirements mentioned in this Agreement, the Rental Period will be cancelled.

11. AMENITIES. The Owner agrees to only provide the Venue and will not provide any amenities. The Venue includes the following for use by the Renter:

- Audio/Visual Equipment.
- Restrooms.
- Disability/Wheelchair Access.
- Furniture (Tables and Chairs).
 - eight 8' rectangle tables, six 6' round tables, 60 chairs.
- Internet/Wi-Fi.
- Parking

12. RESTRICTIONS. The Owner imposes the following restrictions and limitations on the use of the Venue:

- The Venue, including the outdoor areas and parking lot, are strictly **NO SMOKING** areas.
- No Owner property is permitted to be removed from the Venue.
- No silly string or water balloons are permitted in the Venue.

- No open flames or candles are permitted in the Venue with the exception of birthday candles and warming mechanisms used by professional caterers.
- No staples, nails, tacks, or tape are permitted to be used to fasten materials to wall or ceilings.
- Live music and entertainment is permitted inside the Venue only and not on the patio area.
- The sale of alcohol is prohibited. Hard liquor is prohibited. Beer and wine are permitted to be consumed in the Venue.
- No live animals or pets are permitted in the Venue with the exception of a service animal is defined under Title III of the Americans with Disabilities Act.
- All outside caterers, vendors, or entertainment must provide the Owner with proof of insurance no later than seven (7) days prior to the Rental Period.

13. CLEANUP. At the end of the Rental Period, the Renter is responsible for the cleanup of the Venue. The Venue shall be given back to the Owner in the same condition at the start of the Rental Period, this includes but is not limited to the following:

- If tables and chairs are used, they must be cleaned, wiped down, and returned to the storage area.
- The Venue must be swept clean of all debris and any spills cleaned up.
- All trash must be removed and placed in the dumpster provided outside of the Venue.
- Any decorations brought in by the Renter must be removed at the end of the Rental Period.

14. MAXIMUM OCCUPANCY. At the Venue, there is a maximum limit of 122 attendees permitted at the Venue at any time due to fire hazard concerns. Any violation of this section will immediately terminate this Agreement under default by the Renter.

15. INSURANCE. The Renter is not required to obtain insurance if the renter is an individual. The Renter shall be solely responsible for any bodily injury, property damage, or any other actions that may occur at the Venue during the Rental Period.

If the renter is an organization, then a liability insurance policy with a certificate of insurance naming the township as an additional insured is required.

16. DISPUTE RESOLUTION. Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If negotiations are unsuccessful, all legal proceedings shall be commenced in the court of proper jurisdiction in the State of Ohio, Geauga County. This Agreement shall be construed in accordance with, and governed by, the law of the State of Ohio.

17. HOLD HARMLESS. The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Owner may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Rental Period. The Renter agrees to indemnify and hold harmless the Owner against any and all legal actions which may arise from the Renter's use of the Venue and the following:

- a.) Right to Cancel. The Owner reserves the right to cancel this Agreement at any time and for any reason upon providing at least fourteen (14) days' written notice to the Renter. If the Owner cancels this Agreement for reasons other than a breach of this Agreement by the Renter, the Owner agrees to refund the Renter any amounts already paid, including the Deposit.
- b.) Failure to Comply. The Owner, for any reason and at its sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Owner determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.
- c.) Natural Disasters. If the Owner is unable to make the Venue available for any reason outside of its control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Owner. In such an event, the Owner agrees to refund the Renter any amounts already paid, including the Deposit.

18. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

19. ADDITIONAL TERMS & CONDITIONS.

20. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Renter's Signature: _____ **Date:** _____

Print Name: _____

Owner's Signature: _____ **Date:** _____

Print Name: _____