

Concord Township Recreation Department

7671 Auburn Road, Concord, OH 44077

Phone: (440) 639-4650

Debra Bechel-Esker, Recreation Director

Rachel Lamb, Recreation Administrative Assistant

Susie Cobb, Recreation Office Assistant

Star Bruno, Recreation Office Assistant

Community Center Rental Agreement

Concord Resident/Applicant: _____

Address: _____ City/Zip: _____

Phone: Home: _____ Business: _____ Cell: _____

Concord Resident: Yes: _____ No: _____ Email: _____

Rental Date: _____ Authorized Rental Time: From _____ To _____

Purpose: _____

Indoor Magnetic Message Board: _____

Room/Area: _____ Maximum Attending: _____ Remote: _____

*Check #: _____ Cash: _____ Credit Card: _____ Received by: _____

Security Deposit: _____ Rental Fee: _____ **Cleaning: _____ Total: _____

Alcohol Beverages Consumption Permit Requested: Yes _____ No _____

Please Initial

_____ If serving Alcohol, approximate # of minors (under 21 years of age)

_____ If serving Alcohol: Deputy fee is \$30 per Deputy, per hour. It is the decision of the Lake County Sheriff's Office regarding the number of deputies that work your event.

If the Resident listed above is paying, skip this section.

Co-Applicant Name: _____

Address: _____ City/Zip: _____

Phone: Home: _____ Business: _____ Cell: _____

Concord Resident: Yes: _____ No: _____ Email: _____

*Check #: _____ Cash: _____ Credit Card: _____ Received by: _____

Security Deposit: _____ Rental Fee: _____ **Cleaning: _____ Total: _____

Please Initial

_____ If Co-Applicant is responsible for Deputy payment, please be aware the fee is \$30 per Deputy per hour. It is the decision of the Lake County Sheriff's Office regarding the number of deputies that work your event.

PAYMENT OPTIONS: Payment may be made in cash, check, money order or credit card. (Full payment is required at time of the booking.)

*Make Checks payable to Concord Township

**Cleaning fees to be paid by the Applicant are as follows: \$45 for Ellison Room, \$90 for use of both Ellison & Kellogg Rooms

I have read the Rental Agreement AND Rental Policies, next and incorporated herein and I fully understand and hereby agree to abide by all rules and regulations. Permission to use the above stated facility has been made possible by the Concord Township Board of Trustees. Any usage is subject to all rules and all applicable state and local laws. I agree to promptly vacate the premises and facility at the end of the rental. I also agree to pay for any cleaning expense(s), repairs and/or damages to the facility and/or grounds of the facility which are related to said rental as provided for herein.

I understand and acknowledge that this waiver discharges the Concord Township Board of Trustees from any liability or claim that I may have against the Township with respect to bodily injury, personal injury, illness, death or property damage that may result from my rental of the facility and/or grounds of the facility. I hereby agree to release, hold harmless and indemnify the Township, its officers, employees, agents and volunteers, from and against any and all loss, damage, expense or cost (including attorney fees) of any kind for injuries (including property damage, personal injury, disability and death) arising out of this rental and from any guest.

Applicant Signature: _____ **Date:** _____

If applicable,
Co- Applicant Signature: _____ Date: _____

Authorized Community
Center Representative: _____ Date: _____

GENERAL REQUIREMENTS

- Proof of residency is required in the form of a current driver's license or a utility bill with name and address of the Applicant.
- Applicant must be 21 years of age and MUST be present during the entire rental event.

ALCOHOLIC BEVERAGES

- No alcoholic beverages are permitted to be served without completing an Alcoholic Beverage Consumption Permit.
- Lake County Sheriff Deputies are required to be at the Community Center during the hours from which alcohol is first served *until the end of the rental and until the closing of the facility. The Deputies must be paid in full by the Applicant. Failure to pay the Deputies will result in the loss of your security deposit.*
- We MUST be notified seven (7) days in advance, in writing, if you decide not to serve alcohol. Failure to notify us will result in a nonrefundable fee for the scheduled Deputies.
- If alcohol is on the premises without a permit, Sheriff Deputies will be called and the rental will be terminated. The security deposit will be forfeited.
- Service rates for Deputies are \$30 per deputy, per hour. It is the Applicant's responsibility to pay the Deputy at the end of the rental.

SECURITY DEPOSIT

- A security deposit of \$200 deposit is required for rentals not serving alcohol.
- A security deposit of \$400 is required for rentals serving alcohol.
- Security deposit AND rental fee are required at the time of booking.
- Security deposit are processed and returned within three (3) weeks after rental
- If a refund check is not cashed within 180 days from date on check, it becomes stale dated and the funds are forfeited back to Concord Township

CANCELLATION/REFUNDS

- A \$25 cancellation fee applies to all rental agreements.
- A written request is required to cancel your event.
- **If the written cancellation is received less than (7) days before your rental, security deposit and/or rental fees are nonrefundable.**

DECORATIONS

- The use of tape, nails, staples, or thumbtacks inside or outside the facility is prohibited. Nothing is to be attached or hung on the walls or woodwork.
- No birdseed, rice, or confetti is to be thrown on the grounds or inside the building.

SET-UP/CLEAN-UP

- Set-up of tables and chairs is the responsibility of the Applicant.
- Tables and chairs must be returned to their original position/location.
- Clean-up includes wiping off tables, wiping up spills, vacuuming and mopping. (See Facility Attendant for use of vacuum, mop, broom and dust pan.)
- If the kitchen area is utilized, it must be cleaned. Clean up must be completed by Applicant or its caterer by the ending time stated on the rental contract.
- All trash bags and refuse is to be placed in trash bags and placed in the dumpster located at the end of the parking lot. Please bring your own trash bags.

CLEAN-UP OPTION

- The Applicant must clean up messes and spills as they occur.
- For an additional fee of \$45 for one room (Ellison) and \$90 for two rooms (Ellison AND Kellogg) a **standard** clean-up will be provided by a cleaning service that includes wiping off tables and chairs, putting them away, vacuuming, mopping, cleaning kitchen/bathrooms, and taking out the trash. The service is available for Saturday and Sunday rentals only.
- An excessive cleaning (food on walls & carpet, toilet paper stuffed in toilets, etc.) will result in loss of security deposit.

DELIVERIES

- All entertainment and deliveries, e.g. flowers, cake, DJ, band, caterer, rental equipment etc., shall be limited to the opening and closing times stated on the Rental Agreement. It is the responsibility of the Applicant to inform all entertainment and delivery personnel of this policy.

FACILITY ATTENDENT

- A Facility Attendant will open and close the Community Center and remain in the building throughout the rental period. The Facility Attendant will strictly adhere to the opening and closing times on the rental agreement.

FACILITY DAMAGE

- Damages which occur to the facility, furnishing, or grounds during the rental will be repaired or replaced at the expense of the Applicant, this includes anything other than normal use of facility. Examples – food smashed in carpet, frosting on walls & windows, toilets stuffed with toilet paper etc.

FIRE & SAFETY REGULATIONS

- The use of Sterno and Birthday Candles is permitted.
- Open flames, candles, fog machines, and use of extension cords are prohibited by order of the Concord Township Fire Department.
- Fire Exits must not be blocked.
- Children under the age of 18 must be supervised at all times, both inside and outside of the facility.

KITCHEN FACILITIES

- No cooking is allowed in the kitchen by order of the Concord Township Fire Department.
- All food must be prepared off-site. The oven and microwave may be used for heating and re-warming only. It is the responsibility of the Applicant to inform the caterer of this policy.

RENTAL HOURS AND ADDITIONAL HOURS

- Available rental hours are from 10:00 a.m. to 11:00 p.m. and must be consecutive.
- All activity **MUST** occur within your rental hours (listed below):
 1. Set-up of tables & chairs
 2. Decorating
 3. All deliveries
 4. Arrival and departure of guests
 5. Returning tables and chairs to their original position
 6. Clean-up
- Additional hours are available at \$35 per hour.

SUPPLIES

- Tables and chairs are the only items provided
- Furniture, tables, and chairs are for indoor use only.
- If you plan to use the TV and require a HDMI cable, it is your responsibility to provide.
- If you plan to use the TV, know that the only item provided is the remote. It is the responsibility of the rental party to bring their own HDMI cable, laptop, DVD player and any other equipment they wish to use. It is also your responsibility to leave the TV as you found it and take your electronics and cables home. Concord Township accepts no responsibility for lost or damaged equipment.

FAILURE TO COMPLY WITH THESE POLICIES WILL RESULT IN LOSS OF SECURITY DEPOSIT, AND TERMINATION OF YOUR EVENT

Acceptance of Rental Agreement

I have read the policies and I fully understand my responsibilities, duties and obligations in renting the Concord Township Community Center. I also understand that the building will open and close at the hours specified above. I agree to comply with the terms of the Rental Agreement & Rental Policies and understand that if I do not comply with the terms; my rental may be terminated by Concord Township.

Signature of Applicant _____ **Date** _____

Signature of Co-Applicant, *If Applicable* _____ Date _____

Authorized Signature _____ Date _____
of Recreation Dept.

Please Initial below:

_____ I understand I will not get in the building before _____.

_____ I understand I must be out of the building by _____.

_____ I understand that if I have not paid for cleaning, I must wipe off tables & chairs, put them away properly (according to the instructions on the closet walls) vacuum, clean kitchen and take out trash.

_____ I understand that, except for the use of Sterno cans or Birthday Candles, open flames are **STRICTLY PROHIBITED**.

_____ I understand that I **MUST** bring ANY electronic equipment (e.g. HDMI cable, laptop, DVD player or any other equipment) I will need.

_____ I understand that it is my responsibility to inform all parties involved in the rental of the contractual times and facility usage rules.

_____ I understand that I must report all injuries or incidents to the Facility Attendant as soon as they occur.

_____ I understand that there shall be **ABSOLUTELY NO ALCOHOL CONSUMPTION** on the property without the presence of a Deputy scheduled by the Recreation Department.

Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Concord Township has put in place preventative measures to reduce the spread of COVID-19; however, **Concord Township cannot guarantee that you will not become infected with COVID-19.** Further, participation in any activity could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING AND INITIAL EACH PARAGRAPH.

_____ INITIALS By signing this agreement, I **acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death.** I understand that the risk of becoming exposed to or infected by COVID-19 on township property may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Concord Township employees, volunteers, and program participants and their families.

_____ INITIALS I **voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in any activity.** On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Concord Township, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Concord Township, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activity.

_____ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

_____ INITIALS In the event that I file a lawsuit, I agree to do so in the State of Ohio, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

_____ INITIALS **By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

_____ INITIALS **I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing.** Also, I understand that this activity might not be made available to me if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

_____ INITIALS If I have signed a separate general waiver of liability connected to my participation in Concord Township activities, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

INITIALS I agree that I will practice safe social distancing and clean hygiene during my participation in Concord Township activities, and agree to abide by current and future or amended guidelines as published by the State of Ohio.

Continued on other side

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

Signature: _____

Print Name: _____

Address City State Zip: _____

Telephone: _____

Date: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Concord Township from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature: _____

Print Name: _____

Date: _____