

Concord Township Recreation Department
7671 Auburn Road, Concord, OH 44077
Phone: (440) 639-4650
Debra Bechel-Esker, Recreation Director
Susie Cobb, Recreation Administrative Assistant
Rachel Lamb, Recreation Program Coordinator

GAZEBO AGREEMENT

Applicant Name: _____ Date: _____
Company Name: _____
Address: _____ City/Zip: _____
Phone: Home: _____ Business: _____ Cell: _____
Concord Resident: Yes: _____ No: _____ Email: _____
Rental Date: _____ Authorized Rental Time: From _____ To _____
Purpose of Rental: _____
Security Deposit: _____ Rental Fee: _____ Total: _____
Check #: _____ Cash: _____ Received by: _____

NO ALCOHOLIC BEVERAGES ALLOWED ON TOWNSHIP PROPERTY.

Permission to use the above stated facility has been made possible by Concord Township Board of Trustees. Any usage is subject to all rules and all applicable state and local laws. Rental party agrees to promptly vacate premises at the end of the rental.

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. I also agree to pay for any cleaning expense, repairs and/or damages to the facility and/or grounds of the facility being rented which are directly related to said rental. Rental party further agrees and covenants that it will hold Concord Township and the Concord Township Board of Trustees harmless during the rental from any liability which may be incurred during the rental and from any guest of the rental party.

Applicant Signature: _____ **Date:** _____

Authorized Community
Center Representative: _____ Date: _____

The Commons at Town Hall Rental Policies

SECURITY DEPOSIT

- A security deposit of \$50 deposit is required for all rentals.
- 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, forfeiture of security deposit and/or rental fees will apply.**

DECORATIONS

- Tape, nails, staples, or thumbtacks cannot be used to secure decorations or signs inside or outside the Gazebo. Nothing is to be attached or hung on the walls or woodwork.
- Birdseed, rice, or confetti is **NOT PERMITTED** to be thrown on the grounds or inside the Gazebo.

DELIVERIES

- Any rental equipment being delivered (chairs, tables etc.) must be dropped off and picked up during the rental hours. **NO INSIDE STORAGE IS AVAILABLE.**
- Parking of vehicles to unload/load rental equipment is limited to the parking lot.
- **NO VEHICLES ARE ALLOWED ON THE GROUNDS OR THE WALKWAYS.**

FACILITY ATTENDENT

- A Facility Attendant will open and close Town Hall and remain in Town Hall throughout the rental period. Town Hall is to be used for restroom purposes only. The facility attendant will strictly adhere to the opening and closing times on the rental agreement.

FACILITY DAMAGE

- Damages which occur to the Gazebo or Town Hall, furnishing or grounds during the rental will be repaired or replaced at the expense of the applicant.

FIRE & SAFETY REGULATIONS

- **NO smoking is permitted in Town Hall**

PAYMENT

- Full payment is required at time of the booking.
- Payment may be made in cash, check, money order or credit card

RENTAL HOURS AND ADDITIONAL HOURS

- The rental fee is valid for a period of three (3) consecutive hours or less
- Rental hours are from 10:00 a.m. to 9:00 p.m.
- All activity must occur within the three (3) hour time period.
- Additional hours are available at \$35 per hour.

CLEANING UP

- Garbage is to be thrown in the trash cans by the Town Hall back door or taken with you
- All grounds should be cleaned of any trash and pet waste
- Any equipment that you brought in for your event must be removed
- You are responsible for leaving the venue in the same condition as you found it.

PLEASE NOTE * In the event of inclement weather, unfortunately, Town Hall is NOT available as an alternate location for your event. Also, NO Alcohol is permitted anywhere on the grounds or parking lot of the Town Hall campus.**

ACCEPTANCE OF RENTAL AGREEMENT

**NOTE: YOUR RENTAL HOURS ARE _____ TO _____.
TOWN HALL WILL CLOSE PROMPTLY AT _____.**

It is your responsibility to ensure the Gazebo and grounds are cleaned up by the ending time of your rental.

I have read the above policies and I fully understand my responsibilities in renting The Commons at Town Hall. 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

Signature of Applicant

Date

Authorized Signature of Recreation Dept. Representative

Date

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.

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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:
