

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

HOA & COMMUNITY GROUP AGREEMENT

Applicant Name: _____ Date: _____

Group Name: _____

Address: _____ City/Zip: _____

Email: _____

Phone: Home: _____ Business: _____ Cell: _____

Concord Resident: Yes No

Rental Date: VARIES Authorized Rental Time: From VARIES To VARIES

Purpose of Rental: Limited to Meetings – No Parties

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.

ALCOHOLIC BEVERAGES ARE STRICTLY PROHOBITED ON TOWNSHIP PROPERTY WITHOUT A PERMIT.

The Concord Township Recreation Department reserves the right to change rooms at any time to accommodate the needs of rentals and guests, thus the room you book may not be the room you end up with.

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, the Concord Township Board of Trustees and their employees 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: _____

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Community Group Usage Policies

USAGE:

- ❖ Facility is available to Concord based Community Groups for organizational meetings Monday through Thursday. Meetings may be scheduled from 8:00 a.m. to 10:00 p.m. as space is available.
- ❖ Community Group Meetings must be scheduled one (1) month in advance. Meetings cannot be scheduled more than three (3) months in advance. Community Groups will receive twelve (12) free meetings per calendar year. Any meetings scheduled over the twelve (12) are subject to normal Community Center rental rates in effect at the time.
- ❖ HOA meetings will receive four (4) free meetings per calendar year. Any meetings scheduled over the four (4) are subject to normal Community Center rental rates in effect at the time. Meetings cannot be scheduled more than three (3) months in advance.
- ❖ **We must be notified of any meeting cancellation no later than 3:00 p.m. the day of the meeting.**
- ❖ Any Community Group planning to use the facility for purposes other than a meeting such as your holiday party will be assessed the normal Community Center rental rates in effect at the time.

SET-UP/CLEAN-UP

Tables and chairs may be arranged to suit your group needs, however, the tables and chairs **MUST BE** returned to their original placement/position.

- ❖ Tables must be covered with plastic (no newspaper) for any type of craft or painting project.
- ❖ Clean up includes wiping off tables, wiping up spills. (see facility attendant for use of vacuum, mop, broom and dust pan.)
- ❖ Rectangular tables **MUST** be put away with the legs up
- ❖ If your group uses the kitchen, it must also be cleaned.
- ❖ All trash and refuse is to be placed in trash bags and placed in the dumpster located across the parking lot on the west side of the building.

FIRE & SAFETY REGULATIONS

- ❖ **Alcohol is not permitted in the building or on the grounds during HOA meetings.**
- ❖ NO smoking is permitted in the building or on Township grounds.
- ❖ Fire exits must not be blocked.

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: _____