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# Troy Township

13950 Main Market Road ~ Burton OH 44021  
(440) 834-8614 ~ (440) 834-1994 (FAX)

## Community Center Rental Agreement

FUNCTION: \_\_\_\_\_

RENTAL DATE: \_\_\_\_\_

HOURS: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m. (Building closing time: 1 a.m.)

FEE: \_\_\_\_\_

**NOTE:** THIS BUILDING IS A NON-SMOKING PREMISES. ANY VIOLATION BY THE LESSEE OR A GUEST ATTENDING THE EVENT WILL RESULT IN FORFEITURE OF THE SECURITY DEPOSIT. \_\_\_\_\_ Initial acknowledging this requirement.

The undersigned lessee, \_\_\_\_\_ agrees to rent the above property at the time and for the fee indicated. Lessee agrees to pay the fee upon signature hereon and acknowledges that the same is nonrefundable, except as otherwise provided herein. Lessee further agrees that the rental of the premises herein is at the Township's option until such fee, together with any other amount payable to the Township hereunder, is received. In no event shall any rental or other fee go unpaid less than 60 days before the scheduled event.

**SECURITY DEPOSIT:** In addition to the rental fee, lessee agrees to pay upon signature hereon the sum of \$ \_\_\_\_\_ as and for a damage deposit. In the event no damages are incurred to the premises or equipment, said deposit shall be refunded. In event there is damage incurred as a result of the function, lessee is strictly liable therefor to the full extent thereof. See attached fee schedule for Security Deposit rates.

**SECURITY GUARD REQUIREMENT:** The Township of Troy, Geauga County, Ohio, requires the presence of security personnel for all events at which alcohol is served. Security will be provided by an off-duty officer from the Geauga County Sheriff's Department; the township will arrange for the officer's presence. **A 6-hour minimum charge of \$162.00** will be paid by the lessee at the time of the rental; no refunds will be given for events under four hours. Should the officer be required for a longer period than the prescribed minimum, the difference will be deducted from the security deposit.

**REFUND OF RENTAL FEES AND SECURITY DEPOSIT:** Lessee may be entitled to a full or partial refund of the rental fee if the lessee cancels the event as follows:

- a. If lessee cancels the rental more than 60 days prior to the date of the scheduled event, lessee shall receive a full refund including security deposit;
- b. If lessee cancels the rental more than 30 days prior to the date of the scheduled event, but less than 60 days therefrom, lessee shall be refunded up to \$100.00 (any balance shall be forfeited);
- c. If lessee cancels the rental less than 30 days prior to the scheduled event, lessee shall forfeit the entire rental fee including security deposit.

**USE OF PREMISES:** The lessee shall use the premises in a careful, safe and proper manner. Under no circumstances shall the lessee use or permit the premises to be used in any manner whatsoever which shall be unlawful.

**MAINTENANCE:** The lessee shall be responsible for returning the premises to its rented condition. All rubbish and debris shall be placed in the dumpster. The security deposit will be forfeited in the event the premises are not returned to its rented condition.

**DAMAGE TO PREMISES:** The lessee shall be liable for any and all damage to the property or equipment rented.

**INDEMNIFICATION:** The lessee shall save and hold harmless and indemnify the Township of Troy, its elected and appointed officials, employees and volunteers against any and all claims, demands, suits and losses, including all costs connected therewith, for any personal injury, including bodily injury or death and property damage, including loss of use thereof, which may be asserted, claimed or recovered, while on the premises arising out of the use or occupancy of the premises by the lessee, the lessee's employees, guests, licensees or invitees, or which shall be occasioned by any nuisance made or suffered in or on the premises.

**ADDITIONAL PROVISIONS:**

- (1) Lessee, lessee's employees, guests, licensees or invitees, will at all times abide by the rules and regulations of the Township regarding the use of the premises.
- (2) Lessee agrees that if the building or premises is for any reason not available or suitable for use or occupancy on the scheduled date due to the orders, authority or agency, excepting Troy Township officials, exercising jurisdiction of the premises, then this agreement shall be null and void, and all amounts deposited shall be refunded to the lessee, and neither party shall be entitled to maintain any action against the other.
- (3) **Alcohol is not permitted at graduation parties.**
- (4) Cancellations – Please notify the township custodian at (330) 883-8169 if you wish to cancel your reservation for this facility. The date will be removed from the schedule and will become available for rental to other parties.

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS OF THIS AGREEMENT.

LESSEE: \_\_\_\_\_ DATE: \_\_\_\_\_

LESSEE'S STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

**LESSEE'S PROOF OF INSURANCE**

Company \_\_\_\_\_  
 Agent \_\_\_\_\_  
 Phone Number \_\_\_\_\_

TOWNSHIP REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

Mary DeYoung

(330) 883-8169