



DELHI TOWNSHIP
THE FLORAL PARADISE OF OHIO

PARKS & RECREATION
Joshua P. Torbeck, Director

William F. Oswald, Jr., Trustee
Cheryl A. Sieve, Trustee
Rose K. Stertz, Trustee

James J. Luebbe, Fiscal Officer

Jack Cameron, Administrator

RENTAL AGREEMENT

FOR USAGE OF THE DELHI TOWNSHIP SENIOR CITIZEN/COMMUNITY CENTER & GLEN CARDER LODGE
(ALL FACILITIES ARE NON SMOKING, INCLUDING RESTROOMS)

This agreement is entered into this _____ day of _____, 20__ by and between the Trustees of Delhi Township, Hamilton County, Ohio, hereinafter "Township" and the following, hereinafter, "RENTEE". Hereinafter, unless otherwise indicated, "Township" shall be represented by the Parks and Recreation Department, 697 Neeb Rd., 2nd Floor, Cincinnati, OH 45233 (513) 451-3300

RENTEE Name:		
ORGANIZATION		
ADDRESS:		
E-MAIL ADDRESS:		
PHONE:	Daytime	Evening

Pursuant to the terms and conditions that follow:
RENTEE desires to rent one of the following;

- _____ Delhi Township Senior Citizen/Community Center, located at 647 Neeb Rd
- _____ Glen Carder Lodge, located at 5125 Foley Rd (in Delhi Park)

Event description: _____ Number of attendees: _____

I hereby certify that I have reviewed the above contract provisions, rules and regulations contained in pages 2 through 4 and hereby agree to the terms and conditions hereof.

SIGNATURE OF RENTEE

RENTAL PERIOD & FEES:

The RENTEE shall have use of the facility on _____, 20__ for a fee of _____.
Between the hours of _____ and _____. In addition to the fee a deposit of _____ is required per paragraph 4 on page 2. Times selected cannot be changed two weeks prior to selected date above.

TRUSTEES OF DELHI TOWNSHIP
HAMILTON COUNTY, OHIO

BY: _____
RENTAL AGENT

A completed rental application with rental payment and damage deposit (separate checks) must be returned by _____ to guarantee your date.

1. FEES:

Reference the 2013 Fee Schedule as amended by resolution 2013-061 on May 29, 2013 exhibit A, effective June 1, 2013.

Township employees must be present at all times of use or set up periods.

Premises must be vacated by 11:30 PM weekdays and Sundays; 1:00 AM on weekends.

2. RENTAL CHARGE: The rental charge shall be the sum of \$_____.

Such charge shall cover only that portion of the premises rented (rental hall/meeting room, entry foyer, restrooms). The Rentee and the persons attending the event shall **not** be permitted to use the pool room, ceramic room, exercise room or any other part of the Senior Citizen/Community Center or equipment except as noted. The use of the parking lot shall be included in the rental.

3. REFUNDS: If the event is cancelled less than sixty 60 (days) prior to the scheduled date, the fees will not be refunded, except for the damage deposit. In the event the hall is not available due to an act of God or other casualty the rental charge shall be refunded in full. The Rentee's sole and exclusive remedy shall be a return of the rental charge and damage deposit. This permit is not transferable.

4. DAMAGE DEPOSIT: An additional charge of \$300.00, to be paid with application (separate check), shall be made to cover any damage or loss that may occur to the premises or its contents, and shall be refundable only if it is determined by the Township that no damage has been done to the building or loss to its contents during said event. Such deposit may be held for up to four (4) weeks following the date of rental. The Rentee may request a tour of the building and a review of its contents prior to the event in order to verify the condition of the building and its contents. Any damage or loss occurring to the building or its contents shall be the responsibility of the Rentee. To the extent required, the damage deposit shall be used to repair any damage or pay for any loss. Any damage or loss occurring in excess of the deposit shall be paid to the Township immediately upon demand. This may include the cost of time spent by any Township employee, or Township contractor (including materials) needed to clean or repair the premises or disperse the group or deal with disturbances. Persons signing this permit agree to make immediate settlement for any such cleaning, loss, breakage, etc.

An application must be made by submitting this rental agreement form properly signed with payment in full by check(s). Applications must be filed with payment in full at least thirty (30) days before the event or within two weeks of the mailing of this contract; whichever is sooner. **Checks must be made payable to Delhi Township and sent to Delhi Township Parks and Recreation, 697 Neeb Road, 2nd Floor, Cincinnati, OH 45233.** A confirmation copy will be sent to you.

NOTE: The damage deposit should be in the form of a separate check which will be returned to you when it has been determined there was no damage to, or loss of contents of, the center.

5. POLICE: In the event that the Township should deem it necessary to have police (Township or County) at the function, it shall be the responsibility of the Rentee to engage such police at Rentee's expense.

6. ALCOHOLIC BEVERAGES: Alcoholic beverages are limited to beer and wine and may not be sold or included in the price of admission. If alcoholic beverages are served and guests are charged a fee (before, during or after an event), then a permit must be obtained from the Division of Liquor Control. Rentee must contact the Division of Liquor Control to determine their permit requirements. In the event a liquor permit is required, a copy of said permit shall be submitted to the Rental Agent two (2) weeks prior to the event. The original permit shall be displayed visibly on the bar during the function. It is the responsibility of the Rentee

to assure that adequate controls are in place to guarantee compliance with all applicable laws and regulations. The Rentee hereby certifies that only persons who are of legal age will be permitted to consume alcoholic beverages.

7. GAMBLING: Except as specifically authorized by the Ohio Revised Code, there shall be no gambling permitted on Township property. The Rentee hereby represents and guarantees that no gambling shall be permitted either before, during or after the event. Should gambling be observed, the event will be terminated and any deposits or rental fees shall be forfeited. Rentee hereby accepts all responsibility should any arrests be made, or citations be issued for gambling violations.
8. EQUIPMENT AND SUPPLIES: Tables and chairs shall be furnished by the Township to adequately seat the number of persons stated on this Agreement. The Township will also supply ice and pitchers. Rentee must supply cups, plates, utensils, etc., and is responsible for ordering beer, soft drinks, snacks, food, decorations, etc. No food preparation is allowed at the facility.

NOTE:

- a. All bills for drinks, supplies, etc., must be addressed to the Rentee. Township and Delhi Seniors will not accept bills nor be responsible for same.
 - b. Soft drinks must be in bottles or cans.
 - c. The Township and other users of the facility will not be responsible for any leftover beer in barrel.
 - d. Township Employees will serve soft drinks, water & coffee. No alcohol will be served by Township employees.
 - e. Ice is available on the premises from an ice machine.
 - f. If machine is broken or there is insufficient ice in the machine, the Rentee is responsible for supplying additional ice.
9. DAMAGES: The Rentee, in consideration of this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby stipulated, does hereby agree to indemnify and hold the Township, its Trustees, officers, employees and agents free and harmless of any and all demands, causes of action or any other claims whatsoever for damage to property, or injury or death to persons, arising out of, or connected with, the rental and use of the premises by the Rentee and all persons attending the event.
 10. COMPLIANCE WITH LAWS: The Rentee agrees to comply with all laws of the State of Ohio and the United States of America, and the Rentee agrees not to use or occupy the premises for unlawful purposes or permit others to use the premises for unlawful purposes, and will conform to and abide by all laws and regulations of any governmental body or agency, and the rules and regulations of the Township regarding said premises or the use thereof.
 11. LIABILITY: The persons executing this Agreement, for and on behalf of the Rentee, hereby warrants that he/she is authorized to act in such capacity and has been duly authorized by such organization, and hereby assumes personal liability for the costs of excessive cleanup of the premises, breakage or removal of Township property by the Rentee or any members or guests thereof. In case this permit is issued to a group of persons under 21 years of age a minimum of two persons 21 years of age or older must be present at all times. This Agreement must be signed by a person at least 21 years old who will be present. Delhi Township is not responsible for loss of, or damage to, personal property.
 12. OCCUPANCY: The capacity of the premises rented hereunder is limited to a maximum of **200** persons at the Delhi Senior/Community Center and **125** at the Glen Carder Park Lodge. Exceeding this maximum may result in closure of event.
 13. PARKING: Handicapped parking spaces are available. The Township assumes no liability or responsibility whatsoever for damages to any vehicles or contents thereof.

14. LOUD DISTURBANCE: Excessive noise shall not be permitted on Township property. It is the responsibility of Rentee to control such things as music, speakers, boisterous participants, etc. Failure to control may result in closing of event in addition to any criminal charges that may result.
15. DECORATIONS: Only table decorations are acceptable. No decorations may be hung on walls or ceilings. All candles must be in glass containers. Helium-filled balloons are only acceptable as a weighted table decoration. Confetti decorations are not permitted.
16. CLEAN-UP: Clean-up is not required of the Rentee. The Township requests, however, that the Rentee strive to leave the facility in an orderly condition. **All patrons are required to vacate the facility within 15 minutes of the end of the rental period.**

For further information call: Delhi Township Parks and Recreation
697 Neeb Road, 2nd Floor
Cincinnati, OH 45233
513-451-3300

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