

# Wayne Township Rental Agreement

You must read this document carefully before signing it. You should consult with an attorney prior to signing it, if you do not fully understand this document.

This Rental Agreement is entered into by and between the Board of Trustees of Wayne Township, Clermont County, Ohio ("Board") and the Renter as identified herein.

## PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the covenants and conditions under which the Board agrees to rent the Wayne Township Facilities ("Facility" or "Facilities") to the Renter. Facilities for rent include the Community Center at 6306 State Route 133, Goshen, Ohio 45103, Newtonsville Shelter, Meeting Room and/or Recreation Room at 794 Wright Street, Batavia, Ohio 45103. Such rental shall occur on the date(s) and for the times identified herein. The purpose of the rental shall be for the event(s) identified herein. Rentals are not available on federal holidays, or the business day before or after the holiday.

## FACILITY REQUESTED

\_\_\_\_ Community Center      \_\_\_\_ Shelter      \_\_\_\_ Meeting Room      \_\_\_\_ Recreation Room

## RENTER INFORMATION

Name of Renter: \_\_\_\_\_

Name of Person in Charge: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Renter Telephone Contacts:

Home/Business: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Person in Charge Telephone Contacts:

Home/Business: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Email: \_\_\_\_\_

## EVENT INFORMATION\*

Date(s) of Use: \_\_\_\_\_

Times of Use:

Start: \_\_\_\_\_ AM/PM End: \_\_\_\_\_ AM/PM

Type/Description of Event: \_\_\_\_\_

\*Collectively, event information hereinafter ("Event").

**SECURITY DEPOSIT / RENT**

Security Deposit / Rental Rates:

Rent	Security Deposit	Facility
\$300.00*	\$150.00	Community Center
\$20.00	\$20.00	Newtownsville Shelter
\$50.00	\$50.00	Recreation Room
\$50.00	\$50.00	Meeting Room

\*No rental charge for the Community Center for public service organizations or residents of Wayne Township, Clermont County. Proof of residency required in the form of a valid Ohio driver license, valid Ohio State Identification, current lease or utility bill. Residents may reserve once per month with no charge, with no more than 3 months at a time. Residents and Public service organizations may only reserve Facilities 90 days or less prior to the event date.

Total Security Deposit/Rent:

In exchange for the use of the Facility for the Event, the Renter agrees to pay the TOTAL SECURITY DEPOSIT / RENT as indicated in the chart below. The TOTAL SECURITY DEPOSIT / RENT is due in full to the Board at least fourteen (14) days in advance of the date of the Event. The Renter acknowledges that a failure to pay the TOTAL SECURITY DEPOSIT / RENT as required will result in termination of this Rental Agreement and an inability to use the Facility for the Event and/or on the date(s) and at the times specified herein.

In the event of a cancellation, if Renter gives at least fourteen (14) days notice to the Board the rental fee is 100% refundable, for thirteen (13) days or less notice, the Renter shall receive a 50% refund of the rental fees. ←

<b>SECURITY DEPOSIT</b>	
<b>RENT</b>	
<b>TOTAL DUE</b>	

Payment:

- Payment shall be made by cash, personal check or money order.
- All checks or money orders shall be made payable to Wayne Township, Clermont County, Ohio and mailed to 6320 State Route 133, Goshen, OH 45122.

Return of Security Deposit:

The security deposit is refundable and shall be returned to the Renter following the Event assuming all of the following conditions are met:

- The Facility, the surrounding grounds, all furnishings, all equipment, and any and all surrounding Wayne Township property used in connection with the Event ("Grounds") are returned clean, undamaged, and in the same condition in which they were found.
- All furniture and equipment used in connection with the event is returned to the location where it was found and/or is returned to the person from which it was received.
- The Facility and Grounds are promptly vacated at the time stated herein at the end of the Event.
- The Township does not incur any damages or expenses as a result of the Rental.
- Renter cancels the Agreement prior to the Event date.

If any of the above conditions are not met, the Board, within the Board's sole discretion, may retain any portion or all of the security deposit.

## RULES GOVERNING THE USE OF THE TOWNSHIP FACILITY

In consideration of the use of the Hall, the Renter agrees to comply with the following rules governing the use of the Facility and Grounds:

1. No illegal activities are permitted in the Facility or on the Grounds.
2. No alcoholic beverages are permitted inside the Facility or on the Grounds. Any violation of this rule shall result in the immediate termination of the Rental Agreement, forfeiture of the security deposit and prohibition of future use of Township Facilities.
3. The use of cigarettes, tobacco products, and/or vaping devices is prohibited inside the Facility.
4. Illegal drugs are prohibited in the Facility or on the Grounds. Any violation of this rule shall result in the immediate termination of the Rental Agreement, forfeiture of the security deposit and prohibition of future use of Township Facilities.
5. All deadly weapons and/or dangerous ordinance are prohibited.
6. Children and youth groups shall have adult supervision at all times.
7. No tape, tacks, nails, screws, glue, or other adhesive agents shall be used on any walls, ceilings, or floors.
8. Use of the Facility kitchen for cooking is prohibited.
9. No fog, smoke, or bubble machines are permitted in the Facility.
10. No Township property, including but not limited to tables, chairs, or storage racks may be taken outside of the Facility.
11. Parking is prohibited in front of the Firehouse doors, or on the lawn or sidewalks, at any time. Parking is permitted only on the Facility parking lot.
12. Wayne Township will not hold dates. You must contact the Township Office at 513-616-6780 to confirm that your date is available. A completed contract, proof of residency and payment will secure the rental date. These should be mailed to 6320 State Route 133, Goshen, OH 45122.
13. Upon the conclusion of the Event, Renter shall clean the Facility, remove all trash from the trash cans and replace can liners with new bags found at the bottom of the receptacle. Used trash bags shall be deposited in the dumpster located in the parking lot. The Renter agrees to replace all chairs and tables to their original location. If the Renter fails to comply with this rule, the Renter is subject to forfeiting the security deposit.
14. Renter shall dispose of all food, grease, and other perishables in plastic trash bags, which shall be deposited in the dumpster; counters and sinks must be wiped clean; the kitchen area and all floors must be broom swept clean; floor spills are to be spot mopped.
15. All deliveries and pickups must occur on the date of the rental.
16. Facility and Grounds must be vacated by the scheduled end time of the Event, no later than 11:00 p.m.
17. All non-township property must be removed from the Facility and Grounds by the scheduled end time of the Event, no later than 11:00 p.m.
18. Facility may not be sub-leased or any portion of the Facility rented to another person or entity.

The Renter agrees to make all guests or persons attending the Event aware of the above rules and shall take responsibility for any guest or person attending the Event that fails to comply with the rules. A failure to comply with the rules is grounds for the Board to immediately evict and eject the Renter and retain the full security deposit. The Board reserves the right to exercise supervisory authority and to prevent unauthorized or illegal activities on Township property. The Board reserves the right to deny future use of the Facility or Grounds to any person/entity/organization that fails to comply with the above rules.

## TERMS AND CONDITIONS

In consideration of the use of the Facility, the Renter agrees to rent the Facility from the Board subject to the following terms and conditions:

### Indemnity:

To the fullest extent of the law and without limitation, the Renter agrees to indemnify and hold free and harmless the Board, Wayne Township, Clermont County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in

part, to the Renter's or any guest of the Renter's use of the Facility and/or Grounds and/or the actions or omissions of the Renter, any guest of the Renter, or any other person that the Renter allows or permits to be in the Facility and/or on the Grounds. The Renter agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Renter shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Renter further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Renter shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

#### Damage to Property:

The Renter shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Renter, any guest of the Renter, or any other person that the Renter allows or permits to be in the Facility and/or on the Grounds.

#### Termination:

The Renter may terminate this Agreement at any time at least fifteen (15) days prior to the day of the Event and for any reason by providing written notice to the Board. Under such circumstances, the Renter shall be entitled to receive a refund of the security deposit and any rent paid.

The Renter may terminate the Agreement within fourteen (14) or fewer days of the Event by providing written notice to the Board, however, under such circumstances, the Board shall be entitled to retain the 50% of the rent paid but the entire security deposit shall be returned to the Renter.

The Board may terminate this Agreement at any time and for any reason by providing written notice to the Renter. If the Board terminates this Agreement, the Renter shall be entitled to receive a refund of the security deposit and any rent paid.

#### Notices:

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via regular United States Mail, sent via a nationally recognized and reputable overnight courier, and shall be effective on the date received. Notices to the Renter shall be delivered to the address for the Renter as indicated in the Renter Information section above. Notices to the Board shall be delivered to the following address:

Wayne Township Board of Trustees  
6320 State Route 133  
Goshen, Ohio 45122

#### Governing Law:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Clermont County, Ohio.

#### Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

#### Entire Agreement:

This Agreement, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

Signatures:

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

**RENTER**

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

Printed Name of Renter

\_\_\_\_\_

**BOARD OF TRUSTEES  
WAYNE TOWNSHIP  
CLERMONT COUNTY, OHIO**

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Date