

**FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO
EVENT RENTAL CONTRACT FOR TOWNSHIP PARK**

Event Host Name / Organization: _____

Business Address: _____

Responsible Contact Person: _____

Phone Number: _____ **Mobile Number** _____

Email Address: _____

Name of Event and brief description:

Date of Event: _____ **Start Time:** _____ **End Time:** _____

This Agreement is made as of this ____ day of _____, year 20____, between the
Event Host, Name/Organization: _____ (hereinafter "Event Host"),
located / residing at:

and the Franklin Township Board of Township Trustees, 418 Fairview Drive, Franklin, Ohio
45005, (hereinafter "Trustees") for the purpose of hosting the above named and described event
at the Franklin Township Park located at 4049 State Route 122, Franklin, Ohio 45005
(hereinafter "Township Park").

TERMS AND CONDITIONS

The parties agree as follows:

Trustees hereby grant permission to Event Host to conduct its above described event at the Township Park in exchange for a rental fee of _____. Said rental fee shall be paid at the time the reservation of the Township Park is confirmed by Trustees. TRUSTEES RESERVE THE RIGHT TO ASSESS A CLEAN-UP FEE OF \$75 PER HOUR, AND/OR CHARGES FOR THE FULL COST OF REPAIRS FOR ANY AND ALL DAMAGES INCURRED DURING THE EVENT RENTAL PERIOD. The rental period shall be limited to a 1 to 3 day period (Friday, Saturday, & Sunday) Friday and Saturday 8:00 am to midnight and Sunday 8:00 am to Noon.

_____ Initial when read

At least 72 hours before the event taking place Event Host will provide to Trustees a map or schematic of the layout and staging of the event, event booths, attractions etc., if applicable. If the consumption of alcohol is properly and lawfully permitted at the event, Event Host will restrict alcohol consumption to no more than two (2) designated areas in the Township Park, and will indicate the same on the map or schematic of the layout.

_____ Initial when read

At least 72 hours before the event taking place, Event Host will provide to Trustees in writing the names and contact information of all vendors or service providers, if applicable, that are under contract with the Event Host to provide entertainment and accommodations at the event.

_____ Initial when read

Event Host shall at all times during the term of this agreement and any holdover period maintain proper insurance that fully secures against loss or damage any and all Event Host owned or controlled property located in or about the Franklin Township. Event Host shall also maintain at all times during its use and occupancy of the Township Park premises general liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, listing Trustees as an additional insured party, said insurance coverage to be primary and require no contribution from Trustees. Event Host shall require that its vendors, service providers and any other entities that it authorizes to use Township Park facilities to carry the same insurance coverage described herein and to provide adequate proof of such coverage upon request of Trustees.

_____ Initial when read

Each individual signing this application further agrees to waive any and all claims for negligence against the Trustees and its officers, directors and employees, and each such individual agrees to indemnify and hold the Trustees and its officers, agents and employees harmless from any and all liability for property damage, personal injury or death or other claims of any nature whatsoever arising from the individual and group’s use of Township Park property during the preparation for, duration of and clean-up after the event.

_____ Initial when read

Cancellation notice must be made in writing, and your event cannot be cancelled until the notice is received. Notices received more than 180 days (six months) prior to the event date will receive a 100% refund. Notices received more than 120 days (four months) but less than 180 days (six months) prior to the event date will only receive a 50% refund. Reservations cancelled less than

120 days (four months) prior to event date will not be refunded. All cancellations are subject to a \$25 processing fee.

_____ Initial when read

The contact person shall be personally liable for the full cost of any damage to Township Park property that occurs during the event period.

_____ Initial when read

If alcohol is being served, the Event Host must comply with applicable liquor laws. Beer, liquor and wine are permitted by reserving groups within reserved area only. If alcohol is being sold, in any manner, the Event Host is to contact the State for applicable liquor permit requirements. If a permit is required, the Event Host must provide the Trustees in advance of the reservation with a copy of the permit and proof of liquor liability insurance naming Event Host as an additional insured.

_____ Initial when read

An adult supervisor 21 years of age or older must accompany groups that include persons aged 14 and under at all times during the agreed upon rental period outlined below. Contact person (individual signing the agreement) must be 21 years of age or older.

_____ Initial when read

Event Host is responsible for providing and paying for event security and safety measures by contracting with Certified Law Enforcement, Fire and EMS responders to provide on-site security, safety, and fire protection. For this event, the following minimum security and safety staff shall be provided by Event Host: _____

_____ Initial when read

MISCELLANEOUS PROVISIONS

1. Cumulative Rights and Remedies. All rights and remedies of Trustees herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and, said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.
2. Choice of Law and Venue. The Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio, and venue for any actions related to the Agreement shall be in the courts of Warren County, Ohio.
3. Paragraph Headings. All paragraph headings in this Agreement are for the convenience of the parties only and shall not be deemed definitive of any of the contents contained herein.
4. Parties Bound. Each and all of the terms, agreements, covenants and conditions of this Agreement shall inure to the benefit of and shall bind not only parties hereto, but their respective successors and assigns; provided, however, that neither party has the right to assign any of its rights or obligations under this Agreement without first obtaining the other party's prior written consent.
5. Independent Contractors. Event Host and Trustees shall be independent contractors and no joint venture or agency relationship shall exist by virtue of the execution or performance of this Agreement.
6. Severability of Provisions. The provisions of this Agreement shall be deemed separable, and if any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or

