

## **BROWN TOWNSHIP Hall Rental Agreement**

This Rental Agreement is entered into by and between the Board of Trustees of Brown Township, Delaware 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 Brown Township Hall located at 5555 St. Rt. 521, Delaware, Ohio 43015 ("Hall") to the Renter. 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.

### **RENTER INFORMATION**

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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\***

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

Times of Use:

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

Type/Description of Event:

\_\_\_\_\_

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

## SECURITY DEPOSIT / RENT

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### Security Deposit / Rental Rates:

| Rent   | Security Deposit | Check One | Status of Renter   |
|--|------------------|-----------|--|
| 4 hour max. - \$175.00<br>All day - \$300.00   | \$100.00         |           | Resident of Brown Township, Delaware County, Ohio (proof required)   |
| 4 hour max. - \$250.00<br>All day - \$500.00   | \$100.00         |           | Organization headquartered in Brown Township, Delaware County, Ohio  |
| \$150 cleaning fee                             | None             |           | Organization that is governmental, charitable or fraternal in nature   |
| 4 hour max. - \$500.00<br>All day - \$1,000.00 | \$200.00         |           | Non-resident of Brown Township, Delaware County, Ohio and/or does not meet at least one of the above qualifications. |

\*All Day means use beginning at 6:00 AM and ending no later than 11:30 PM, including set-up and clean-up time.

### Total Security Deposit/Rent:

In exchange for the use of the Hall 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) business 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 Hall for the Event and/or on the date(s) and at the times specified herein.

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

### Payment:

- Payment shall be made by personal check or money order.
- All checks or money orders shall be made payable to Brown Township, Delaware County, Ohio.

### 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 Hall, the surrounding grounds, all furnishings, all equipment, and any and all surrounding Brown 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 Hall and Grounds are promptly vacated at the time stated herein at the end of the Event.
- Any and all keys to the Hall, building, or rooms therein are returned to the Board on the day of the Event.
- The Township does not incur any damages or expenses as a result of the Rental.
- In the event of a cancellation, Renter gives at least five (5) days' notice to Township.

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 HALL**

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

1. No illegal activities are permitted in the Hall or on the Grounds.
2. No alcoholic beverages are permitted inside the Hall or on the Grounds.
3. No smoking is permitted inside the Hall or on the Grounds, including in the surrounding Park.
4. All deadly weapons and/or dangerous ordinance are prohibited.
5. Use of the Hall kitchen for cooking is prohibited.
6. Maximum capacity of the Hall is one hundred and eighty-six (186) persons.
7. Township will not hold dates. A completed contract, proof of residency (if applicable), and payment will secure the rental date.
8. The Renter shall clean the Hall and any used portions of the Building and 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 move all chairs and tables a designated area as assigned by housekeeper during the walk through. If the Renter fails to follow these instructions, the Renter is subject to forfeiting the security deposit.
9. The Renter agrees to pick-up and return the Building and/or Room key(s) at the place and time designated by the Board or its agent. If the key and/or keys to the Building and/or Room is/are lost or not returned, the Renter agrees to forfeit the security deposit.
10. Building and grounds must be vacated by the scheduled end time of the Event.
11. All activities of the Event are to take place within the confines of the Hall and all doors and windows are to remain closed, except that doors may be temporarily propped open during loading or unloading.
12. Children and youth groups shall have adult supervision at all times.
13. No tape, tacks, nails, screws, glue, or other adhesive agents shall be used on any walls, ceilings, or floors.

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 Hall, Building, 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 Room, the Renter agrees to rent the Room 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, Brown Township, Delaware 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 Room, Building, 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 Room, Building, 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 Room, Building, and/or on the Grounds.

Termination:

The Renter may terminate this Agreement at any time at least five (5) 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 four (4) 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 entire security deposit.

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 certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, 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:

Brown Township Board of Trustees  
5555 St. Rt. 521  
Delaware, Ohio 43015

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 Delaware 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  
BROWN TOWNSHIP  
DELAWARE COUNTY, OHIO**

\_\_\_\_\_  
Trustee Connie Skinner

\_\_\_\_\_  
Date

Approved by Resolution December 14, 2021