

HARVEST HOME PARK RENTAL AGREEMENT FOR NON-RESIDENT

The City of Cheviot (referred to hereinafter as the City) and _____ whose address is _____ (referred to hereinafter as the renter) do hereby execute the following agreement to rent facility at Harvest Home Park, located at 3961 North Bend Rd., Cheviot, Ohio 45211, under the following terms and conditions.

1. Date of Contract: _____

| | <u>Rental</u> | <u>Deposit</u> |
|--------------------------------------|---------------|----------------|
| A. Front Shelter with walk in box | \$250.00 | \$125.00 |
| B. Front Shelter, Kitchen, and Lodge | \$800.00 | \$250.00 |
| C. Back Shelter | \$225.00 | \$100.00 |
| D. Barn | \$200.00 | \$100.00 |
| E. Lodge | \$550.00 | \$150.00 |
| F. Lodge Bartender | \$150.00 | |

Rental of the shelter during the period from Monday thru Friday does not include the use of electric light throughout the park, but only the electric lights in the shelter. Harvest Home Park is a public city park. Admission to the park for any event is prohibited.

2. Rental Period – The renter shall have the use of the hall/shelter on _____ between the hours of _____ and _____. Any time desired by the renter to prepare the hall for the function shall be arranged with the Recreation Commissioner at 513-661-2700 and additional fees will apply (\$100.00 per hour).

3. Security Deposit – The rental of any shelters at Harvest Home Park is conditioned upon the payment of a security deposit in an amount equal to the required rental payment. The rental of the Lodge at Harvest Home Park is a security deposit of \$150.00 plus rental cost. The payment of the rent and the security deposit must be received before the use of the facility. The security deposit will be returned to the renter to the conclusion of the rental if the premises are left in a clean and damaged-free condition as determined by the Cheviot Safety-Service Director or his designee. Any cleaning costs or damage caused by the rental, which amount to more than the security deposit, shall, in addition to forfeiture of the deposit, be payable by the renter.

4. Presence of Renter – The individual who is listed as the “Individual Responsible” at the end of this contract must be present at the rented facility at the Harvest Home Park at all times during the rental period. The absence of the named responsible individual shall cause the forfeiture of the security deposit, whether or not the premises are left clean and damage-free.

5. Payment - Payment can be mailed to The City of Cheviot Recreation, 3814 Harrison Ave., Cheviot, Ohio 45211 or made in person Monday through Friday 8:00 a.m. to 3:45 p.m.

Lodge – Rental Charge shall be \$_____ for a five (5) hour period. Any additional time over five hours is \$100 per hour. Receipt of deposit guarantees the date and time of reservation. The remaining amount must be paid in full at least 30 days prior to event or reservation will be cancelled and put back on the availability list.

Shelters – Rental charge shall be \$_____. All shelter payments must be paid in full at least 30 days prior to event or reservation will be cancelled and put back on the availability list.

6. Police – Whenever a large number of people are expected to attend an outdoor activity at the park the city shall have the right to determine the total number of police officers for such event. If the Police Chief, Mayor, or Safety Service Director deems it necessary that there be an additional officer or officers, or if the renter requests an additional officer, then the city will provide one and the renter shall pay the city the current rate for each officer involved.

7. Permits – The renter shall be responsible for obtaining liquor and other permits required or permitted by law in the event the renter is holding a money-making event. Liquor permits must be obtained and posted in a conspicuous place on the premises before service or consumption of any alcohol. For information about permits visit The Ohio Department of Commerce at www.com.ohio.gov.

8. Cancellation – If the renter cancels the event for any reason the deposit will be returned only if the cancellation is made more than 30 days prior to the event. If it is less than 30 days prior to the event the deposit is forfeited to the City of Cheviot. There are no refunds on shelters.

9. Clean up – The renter shall pick up cans and deposit all garbage in containers provided and exercise efforts to keep the premises clean and safe. No glass is permitted anywhere in the park. The city shall perform normal cleaning of the premises after the function, and this service is included in the rental charge. However, if it is necessary to remove any special or unusual decorations put up by the renter, or if the facilities are left in an excessively dirty condition, there shall be an additional charge for cleaning in an amount to be determined by the Recreation Commissioner. Cleaning charges may be withheld from the renter's security deposit.

10. No bounce houses allowed. Decorating with confetti or glitter is not permitted.

11. Music/Wi-fi – No loud or offensive music. Wi-fi is available.

12. Tables and chairs are not to be removed from the lodge. All other supplies shall be supplied by the renter. All candles should be in glass containers and open flames are not permitted.

13. Capacity of lodge is limited to 165 people. The lodge has air conditioning and heat.

14. No vehicles permitted inside the park, not even to load or unload. The chain stays up at all times. A wheelchair and pull cart dolly are provided with use of the **LODGE** to assist with transporting. Not returning either item inside the lodge or any damages to either item could result in forfeiture of deposit.

15. Validity of agreement – Any party signing this agreement for or on behalf of the renter warrants that he/she is authorized to act in such capacity. On behalf of the city, this agreement shall be signed by the Recreation Commissioner.

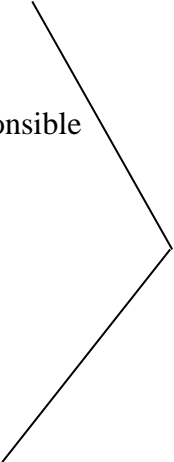
16. Damages – The renter, in consideration of the rental by the city, agrees to hold the city free and harmless of any claims or demands for damage to property or injury to persons arising out of, or connected with, the rental and use of the premises by the renter and all persons attending the function. \$1,000,000.00 bodily injury and \$500,000.00 property damage liability is a must.

The renter agrees to provide such liability and property damage insurance for a money-making function as may be required by the city. A memorandum copy of such policy shall be sent to the city prior to the date of rental.

By: _____ Recreation Commissioner

Renter Information:

_____ Event
_____ Individual Responsible
_____ Address
_____ City, State, Zip
_____ Phone Number
_____ Email Address
_____ Signature



Please
Complete