

ORDINANCE NO. 2017-8

AN ORDINANCE UPDATING ORDINANCE 2016-21 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF BELMONT (SETTING THE RATE STRUCTURE OF THE VILLAGE OWNED GYMNASIUM RENTALS)

BE IT ORDAINED, by the Council of the Village of Belmont:

SECTION 1. (A) The Village of Belmont, hereby adopts and sets a structure and rate for rental of the Village owned gymnasium by the public.

(B) The rate for rental of the Village owned gymnasium with use of the kitchen located in the gymnasium shall be TWENTY DOLLARS (\$20.00) per hour.

(C) The rate for rental of the Village owned gymnasium without use of the kitchen located in the gymnasium shall be FIFTEEN DOLLARS (\$15.00) per hour.

(D) The rate for rental of the Village owned gymnasium, if alcohol is to be present shall be FIFTEEN DOLLARS (\$15.00) per hour IN ADDITION TO the rates established in paragraphs (B) and (C). This addition is to compensate the required presence of a police officer during any event in which alcoholic beverages are available to guests.

(E) If the renters wish to enter the gymnasium before the scheduled event for decorating, said renter shall pay the rate established above for the time spent decorating. Likewise, if the renters wish to remain in the gymnasium after the scheduled event for cleaning up, said renter shall pay the rate established above for the time spent cleaning up.

(F) All monies to be paid to under SECTION 1 (B) and (C) shall be paid in full and at the time of making the rental arrangements. Any intent of the renters to cancel any portion of time scheduled for the rental shall notify the Village before 12:00 p.m. at minimum two (2) days before the scheduled event. If the renters fail to give the required notice all monies paid in advance for the rental shall not be refunded.

(G) Each renter shall execute a rental agreement prescribed by the Mayor before the date of the rental. A copy of said rental agreement is attached hereto as Exhibit A.

(H) Further, Council may, by motion, suspend any rental fees established herein, except for the fees set forth in paragraph D.

SECTION 2. This ordinance shall take effect at the earliest time allowed by law.

STANLEY A. SOBEL, Mayor

CLERK'S CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing Ordinance was adopted by Belmont Village Council at a regular meeting on the 6th day of April, 2017.

RICKY BURKHEAD,
Fiscal Officer and Clerk of Council

EXHIBIT A

VILLAGE OF BELMONT GYMNASIUM

RENTAL AGREEMENT

This Rental Agreement is made and entered into this _____ day of _____, 20_____, by and between **THE VILLAGE OF BELMONT** (hereinafter referred to as "Lessor"), and _____ (hereinafter referred to as "Lessee").

WHEREAS, the Village of Belmont is the owner of the gymnasium located at 321 3rd Street, Belmont, OH 43718;

WHEREAS, the Village of Belmont desires to rent the gymnasium to interested parties, civic groups, fraternal organizations, and the like for various social functions and events which are of benefit to Lessor and Lessee; and

WHEREAS, Lessee desires the short term use of the gymnasium for its particular social function or event.

WHEREAS, Lessor is currently under contract with the Police Department of the Village of Bethesda for police coverage within the Village of Belmont, and Lessee acknowledges any police coverage requested by Lessee and required under this agreement, must be made to the Police Department of the Village of Bethesda.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, Lessor and Lessee agree as follows:

1. Lessor shall rent the gymnasium to Lessee for a period of _____ hour(s), between the hours of _____ and _____, on _____, 20_____, for FIFTEEN DOLLARS (\$15.00) per hour without the use of the attached kitchen and TWENTY DOLLARS (\$20.00) per hour with the use of the attached kitchen. Receipt of \$_____ is hereby acknowledged by Lessor. All monies to be paid to the Lessor by Lessee shall be tendered, in full, to Lessor by Lessee in advance, and at the time of making the rental arrangements. All monies paid for rental of the Gymnasium shall be by check or money order (no cash accepted). In the event that a check is returned to the Lessor for insufficient funds, or any other reasons, Lessor shall use the fullest extent of the law to collect. Further, Lessee agrees to be responsible for all fees incurred for said collection, including but not limited to, attorney fees and any bank fees.
2. Lessee shall give notice to Lessor at minimum two (2) days before the scheduled time of rental, before 12:00 p.m., of any intent to cancel the reservation. In the event Lessee gives Lessor the proper notice under this paragraph, all monies paid by Lessee under paragraph 1 shall BE REFUNDED. In the event Lessee fails to give Lessor the proper notice under this paragraph, all monies paid under paragraph 1 shall NOT BE REFUNDED.
3. The gymnasium shall only be used for the following: _____

School-age groups must be supervised by responsible adults.

4. If alcohol is to be made available to guests of Lessee, by Lessee, during the event described in paragraph 3, a police officer shall be present for the whole of the event described in paragraph 1. IN ADDITION TO the rates set forth in paragraph 1, Lessee shall pay to Lessor FIFTEEN DOLLARS (\$15.00) per hour for the police officer. Said police officer shall be scheduled by Lessee by contacting Police Chief Eric Smith at 740-484-4009 at least two weeks prior to the dates described in paragraph 1.
5. Lessee shall be responsible to setting up any tables, provided by Lessor for use by the Lessee. Lessee shall also be responsible for returning the tables to their proper locations.
6. Lessee shall not use the gymnasium for purposes other than those specified in paragraph 3 above.
7. Lessee shall not assign or sublet any portion of the gymnasium nor allow any other group, persons, or organizations to use the gymnasium.
8. Lessee shall comply with all Village Ordinances of Lessor and State Statutes, now and hereinafter in force.
9. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring in the gymnasium or on the property surrounding the gymnasium. Further, Lessee agrees to hold Lessor harmless and indemnify Lessor from any claims for damages caused by Lessee.
10. Lessee's use of the gymnasium is *short-term only* and Lessee's use does not constitute a residence or business location, such that Lessee will immediately vacate the gymnasium upon expiration of the time stated in paragraph 1. Any holding over shall be construed as a tenancy and Lessee shall pay FIVE HUNDRED DOLLARS (\$500.00) per day while holding over.
11. Should Lessee fail to vacate the gymnasium in a timely manner; fail to repair any damages caused on Lessee's part; or violate the terms and conditions of this Rental Agreement, Lessee agrees to assume all attorney fees, incurred by Lessor, connected therein, whether or not suit is filed, in addition to any damages awarded.
12. There shall be no smoking in the gymnasium.
13. Lessee, or a representative signing on behalf of Lessee, has read this Rental Agreement, understands the terms of this Rental Agreement, and will be the responsible party for the gymnasium under this Rental Agreement.
14. The Mayor or any Village Council Member, is authorized to deny use of the gymnasium to any group or individual that is disorderly or violates the terms of this Rental Agreement.

15. In the event any clause or provision in this Rental Agreement, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions will not be affected, impaired or invalidated and will remain in full force and effect.
16. This Rental Agreement contains the entire agreement of Lessor and Lessee, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Rental Agreement. Any amendments must be in writing and signed by each party.
17. The undersigned individual Lessee shall act as a guarantor of all persons using the gymnasium during the period herein.

LESSOR:
VILLAGE OF BELMONT

LESSEE:

BY: STANLEY A. SOBEL, Mayor

BY: