

**VILLAGE OF MOSCOW
RIVERVALLEY COMMUNITY CENTER
GYMNASIUM RENTAL AGREEMENT**

Section 1. Rental Information:

Name of group or person renting facilities: _____

Responsible Person (for payment and compliance): _____ ("Renter")

Billing Address: _____

Home phone number: _____ Cell phone: _____

Email Address: _____ Resident: _____ Non-Resident: _____

Section 2. Event Details.

Event Date: _____ Type of Event: _____

Will the Event be catered? (Check one): YES _____ NO _____

If yes, provide name of caterer: _____

Will Alcohol be served at the Event? (Check one): YES _____ NO _____

If yes, is a liquor license required? (Required for sales/cash bar) YES _____ NO _____

Start Time: _____ End Time: _____ Number of Attendees: _____

Rental Fee: _____ Deposit received: _____

Section 3. Terms and Conditions.

The Village of Moscow ("Village") agrees to rent to _____ ("Renter") the Rivervalley Community Center Gymnasium ("Rented Facility") under the following terms and conditions:

A. Rental Term and Usage. The Rented Facility is to be rented and used in accordance with the specified date, time and duration, and purpose set forth in Section 2 of this Agreement. If Renter fails to return the Rented Facility in a neat, orderly, and clean condition *promptly* at the end time of the Rental Term, Renter shall pay Village an additional fee of \$_____ for the additional time.

B. Rent. Renter agrees to pay the Village rent for the Rented Facility as indicated in Section 1 of this Agreement. This Agreement is not valid and the Rented Facility is not reserved until the Village receives a payment in the amount of one-half of the rental fee (the "Deposit"). The balance of the rental fee must be paid ten (10) days in advance of the Rental Term.

C. Safe and Legal Use of Rented Facility. Renter shall use the Rented Facility in a careful and safe manner and shall comply with all applicable laws and rules and regulations pertaining to the Rented Facility. Renter must adhere to all posted occupancy limits. By order of the Fire Department, Renter and Renter's guests must vacate the building if the fire alarm sounds.

D. Damage Deposit. Prior to the Rental Term, Renter agrees to provide Village with a damage deposit in the amount of \$_____ for damage to the Facility or additional charges. Renter understands and authorizes the Village to retain some or all of the deposit for damage to the Rented Facility, failure to follow the Rental Exit Checklist, or failure to pay the rental fee in full. Renter acknowledges that he/she will be charged \$15 for any popped or twisted ceiling tile and \$25 for any broken ceiling tile or light. Renter shall be responsible for damage or additional charges which exceed the damage deposit.

E. Cancellation Policy. Cancellation of this Rental Agreement must be made no later than 10 calendar days prior to the Rental Term. Cancellation must be in writing or by contacting the Event Coordinator at 513-553-4200. The Deposit and Rental Fee will be forfeited if a rental is cancelled less than 10 days before the Rental Term.

F. Cancellation/Relocation by the Village: The Village reserves the right to cancel the rental due to circumstances unforeseen at the time the reservation is made. In the event that the Village determines that it must cancel the reservation under this section, it shall provide the Renter with notice of such cancellation as soon as reasonably practical and refund to Renter all monies paid to the Village for the rental. The Village shall not be liable for any incidental or consequential damages as a result of termination under this provision.

G. Alcohol may only be served in accordance with Center policies. Alcohol sales (i.e. cash bar, entrance fee to cover alcohol privileges, etc.) require the Renter to obtain and submit to the Village proof of an alcohol permit at least five (5) days prior to the scheduled event.

H. For catered events, the caterer must provide proof of liability insurance for not less than \$1,000,000 and identify the Village as an additional insured.

I. The Community Center is a smoke-free facility. Smoking or the use of tobacco products is strictly prohibited inside the Rental Facility.

J. The thermostat for heating and air conditioning is pre-programmed. Renter shall not tamper with the HVAC system or prop open the doors to the outside during the Rental Term.

K. Renter and Renter's guests shall not park in the grass during the Rental Term. All parking must be in designated parking areas.

L. No cleated, spiked or similar type shoe in permitted on the gym floor. No skateboards, bikes, rollerblades or other similar equipment is permitted inside the Rented Facility.

M. Responsibility: Renter assumes responsibility for all activities conducted on the premises, including, but not limited to, supervision and control to prevent injury or damage; maintenance of premises during the use and providing security to maintain order.

N. Conduct: Renter and Renter's guests are expected to conduct themselves in a cordial manner. Violent, obscene, or disobedient behaviors are grounds for immediate expulsion or termination of facility use.

O. Clean up. Renter agrees to return the Rented Facility in the same condition as it was found. Renter shall clear away all litter and debris, empty trash receptacles and replace with clean, empty garbage bags, wipe down tables and chairs and return to risers, sweep and clean floors as needed, leave bathrooms in a good, clean condition, replace any furniture that was moved to its original position, remove any decorations, and turn off all lights (lights in the gym area and bathrooms are automatic; the stage lights are turned on and off manually).

P. Decorations. The Rented Facility may not be altered in any way. Decorations (i.e., balloons, banners) or special equipment needs (i.e., audio/video, computer equipment) must be approved by the Events Coordinator prior to installation or usage. Renter agrees not to use any nails, tacks, staples, clear tape or paste in decorating the furnishings or Rented Facility.

Q. The use of open flames and/or smoke machines is prohibited unless used by a caterer for food preparation under constant supervision.

R. Music and/or other audiovisual presentations must maintain reasonable volume control. Audiovisual materials must be suitable for a public facility.

S. No Assignment. This Agreement and the permission granted may not be assigned, not the premises sublet, without the prior written consent of the Village.

T. Applicable Law. The Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Ohio.

Section 4: Release of Liability and Indemnity.

The Renter shall relieve and discharge the Village, its officers, employees, agents, representatives, and elected officials and shall hold them free and harmless from any and all liability for any loss, injury, or damages to persons or property occurring within the Rented Facility or on the surrounding Rented Facility premises, caused by any act, neglect, or wrongdoing by the Renter, or any of Renter's officers, agents, employees, representatives, guests, invitees, or other persons permitted by the Renter onto the Rented Facility's premises, and the Renter will, at its own expense, defend, indemnify and hold harmless the Village against any and all such claims.

Renter has read and understood this agreement and has accepted responsibility for the terms listed. Renter accepts responsibility for any damages to the facility that occur in association with the rental of the facility. Renter understands that the Village has the right to close the facility during a rental if it determines a situation to be unsafe.

Renter Signature

Date

Approved by: Event Coordinator

Date

