

**CITY OF AVON LAKE, OHIO
PARKS AND RECREATION DEPARTMENT
RENTAL AGREEMENT AND USE RESTRICTIONS**

Facility Being Rented (the "Facility"): Lake House Folger Home

Name of Renter: _____

Company Name (if applicable): _____

Address: _____

Phone Number: _____ Fax: _____ Email: _____

Describe Type of Event: _____

Date of Event: _____

Rental Time (for weekday hourly rentals only): _____

Approximate Number of People (Guests) Attending: _____

Will alcohol be served: ___ Yes ___ No (3 hour minimum-\$35/hr.reg \$45/hr. holiday)

If serving alcohol indicate start/end time security should be scheduled for: _____

Will the Event involve fundraising: ___ Yes ___ No

Will admission fees be charged: ___ Yes ___ No

Will mobile food vehicles be used: ___ Yes ___ No

(If yes, they must have a permit or license from the City)

Rental Fee: \$_____ Security Deposit: \$_____

The following rules and regulations apply to the use of the Facility:

1. Renter shall comply and cause all Guests to comply with all applicable City, state and federal statutes, laws, ordinances, rules and regulations, including but not limited to those pertaining to occupancy, fire, safety and alcohol use.
2. Renter shall be responsible for the conduct of all Guests.
3. Renter shall be present at all times that any Guest is using the Facility.
4. Renter shall upon demand reimburse the City for any damage to the Facility or the furniture or equipment of the Facility caused by or attributable to the use of the Facility by Renter or Renter's Guests.
5. The Security Deposit must be paid at the time this form is submitted. This form shall not be effective until the security deposit is paid.
6. The Rental Fee must be paid in full not later than thirty days prior to the date of the Event. If the Rental Fee is not timely paid, then the rental shall automatically be cancelled.
7. Use of the Facility for less than the scheduled time shall not entitle Renter to a refund of any portion of the Rental Fee.
8. The Event may take place only between the hours of 9:00 A.M. and 11:00 P.M., unless prior written consent is given by the Parks and Recreation Department and is noted on this document.
9. Renter may not access the Facility before or after the time indicated above. Set-up and clean-up time must be included in rental time.
10. Smoking is not permitted anywhere on the property, either indoors or outdoors.
11. Alcohol consumption is limited to the confines of the facility and must comply with State of Ohio liquor laws. A minimum of (1) off-duty Avon Lake Police officer shall be hired as security for events serving alcohol. The applicant shall make arrangements through Avon Lake Recreation department to hire said security guards and pay security guards directly. Contact information is on the Rental Agreement. The Mayor or designee has authority to deny an application to serve alcoholic beverages in order to protect the health and safety of the facility and its users.

12. Decorations are permitted so long as they are not applied using tape, nails, tacks, staples, or in any other manner that may damage walls, ceilings, floor, pillars, tables, chairs, benches and/or any other structure, equipment and/or property.
13. No candle, incense or other kind of open flame is permitted inside the Facility.
14. Renter is responsible for clean-up of the Facility. Tables, chairs, and other equipment must be returned to their original locations, and the entire Facility must be returned to its original condition. Clean-up includes removing all food, food debris, and decorations. Lake House trash and garbage must be bagged and placed on the patio. Folger Home trash and garbage must be placed in outdoor trash receptacles provided.
15. All personal items and equipment brought to the Facility by Renter or Guests must be removed following the rental. The City is not responsible for lost, stolen, misplaced and/or broken personal items or equipment.
16. Renter must be at least twenty one (21) years of age.
17. Gambling and games of chance are prohibited.
18. Advance approval by the Parks and Recreation Department is required if the Event will involve admission fees or fundraising.

Cancellation Policy:

Requests for cancellation of a rental must be received in writing. Refunds will only be issued for cancellation requests received at least thirty days in advance of the Event. No refunds of Rental Fees will be made for cancellation requests received less than thirty days before the Event.

Access Key:

A key to access the Facility may be picked up by Renter at the Parks and Recreation Office located at City Hall (150 Avon Belden Rd.) during regular business hours (8:00 A.M. - 4:30 P.M.) on the last business day prior to the Event. The key shall be returned to the Parks and Recreation Department on the first business day after the Event. Failure to timely return the access key may result in forfeiture of the Security Deposit.

Security Deposit:

The purpose of the security deposit is to reserve the Facility for a specific time period as well as to cover damages that may occur during the rental. The security deposit shall be forfeited to the City for any of the following: (i) cancellation of the rental for failure of Renter to timely pay the Rental Fee; (ii) damage to the Facility or its contents; (iii) failure to clean the Facility or return the Facility to its original condition after the Event; (iv) failure to abide by the terms and conditions of this Agreement; or (v) failure to timely return the access key. The Security Deposit will be returned only to the Renter and will be credited to the credit card used for payment, or a check will be issued by the City of Avon Lake Finance Department. The Security Deposit refund may take up to 2 to 4 weeks from the Event date for processing.

By signing below, Renter acknowledges that he or she has read and understood this Rental Agreement and agrees to all of its terms and conditions.

Renter:

 printed name: _____

Date: _____, 20____