

LINCOLN COMMUNITY CENTER RENTAL AGREEMENT

This rental agreement (“Agreement”) is made by and between the Lincoln Community Center Association, Inc., an Ohio non-profit corporation (“LCC” or “Lincoln Community Center”), and _____ (“Renter”), for the use of the following areas of LCC located at 110 Ash St., Troy, Ohio 45373:

New Gym _____ Art Room _____ Computer Room _____
Old Gym _____ Commons Area _____ Conference Room _____ Pool _____

The space to be used by renter is referred to herein as the “Premises”. Renter’s event, as detailed below in Section I, is referred to herein as the “Event”. To rent the Premises, renter must pay a Rental Deposit. The Rental Deposit is \$125 (“Rental Deposit”) and is refundable after the event so long as the conditions listed in Section V(B) are met. The Rental Deposit is to be paid in accordance with Section IV below.

I. RENTAL INFORMATION

Event Name: _____

Date of Event (MM/DD/YY): ____/____/____

Time of Event: _____ **AM:** _____ **PM:** _____

Organization: _____

_____ **Name of Renter:**

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Cell Phone: _____ **Work Phone:** _____

Email: _____

Set up time is 1-2 hours before the event. Clean up and time to vacate the Premises is 1-2 hours after the event and both are included in the rental fee. For any additional hours required for the event, there will be an additional charge per hour.

Set up time: _____ **to** _____

Time of Event: _____ **to** _____

Time caterer will arrive: _____ **to** _____

Food prepared by: _____

Approximate number of guests: _____

ALCOHOLIC BEVERAGES ARE PROHIBITED!

Renter’s Initials: _____ **Date:** _____

Renters are guaranteed access to the Premises only 2 hours prior to the Event. Advanced set up is based on availability. To set up the day before an Event, time from “day of” set up will be applied. Additional hours required beyond agreement will be assessed on the final balance.

Renter’s Initials: _____ **Date:** _____

II. RENTAL TERMS

LINCOLN COMMUNITY CENTER

1. Rental hours include set up, the Event, clean up and vacating the Premises after the Event.
2. Table coverings, chair coverings, or decorations are not provided by LCC.
3. LCC does not provide chaffing dishes, serving utensils, tableware, glassware, or flatware for the Event.
4. Renter must be at least twenty-five (25) years of age or older.
5. Occupancy codes shall apply.
6. No band or DJ shall exceed ninety- five (95) decibels constant as measured by decibel meter. The only electric service available to a band or DJ is via standard 20-amp outlets.
7. Electrical extension cords and decorations must be UL Approved.
8. Chaffing fuel may be used by professional caterers only, not for carry in meals.
9. No smoking on Premises.
10. No rice, glitter, sparkles, or confetti to be thrown or spread anywhere on Premises.
11. No blow up or inflatable toys or similar items are permitted on the Premises.
12. No chocolate fountains or fog machines are permitted on Premises.
13. Firearms and weapons are not permitted on Premises.
14. Renter must carry event liability insurance and provide a copy to LCC with required additional insured language. (See Insurance Requirements at the end of this Agreement.)
15. Kitchen is available for service of catered or prepared foods. It MAY NOT be used for food preparation. Oven and stove may be used for warming. Refrigeration may be used as needed.
16. Renter is responsible for making sure professional caterer cleans space and equipment used and removes all debris and food waste to the designated dumpster, otherwise, an hourly cleaning fee applies for each hour needed by LCC staff to clean.

Renter’s Initials: _____ **Date:** _____

III. DEFINITION OF RESPONSIBILITIES

- A. Renter assumes full responsibility for any damages incurred to any LCC property during the hours of set up time, scheduled Event or clean up time, to include possible forfeiture of use of the LCC in the future.

- B. Renter understands that in the event damages do occur and damages exceed the amount of the Rental Deposit, Renter is liable and will be charged for such damages in accordance with Section IV(B) below.
- C. An LCC representative will open and close the Premises. No keys will be given to any person for any reason.
- D. Renter will not hang anything or affix/attach any decoration to any ceiling, wall, or floor.
- E. Renter will not discriminate against any person(s) based on race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender identity, age, height, weight, physical or mental ability, veteran status, military obligations, or marital status.
- F. LCC reserves the right to make the rental determination and to deny rental of the Premises at its sole and absolute discretion.
- G. No sub-leasing is permitted.

Renter's Initials: _____ **Date:** _____

IV. RENTAL CONDITIONS

- A. The Rental Deposit in the amount of one hundred twenty-five dollars (\$125) is required at the time of submission of Agreement, which is to be at least fourteen (14) days prior to the Event. Payments may be made in cash, personal check, cashier's check, credit card or money order. In the event of an NSF, there will be a \$40 charge.
- B. Renter must provide a valid credit card to be kept on file in the event there is damage to any of the facilities during the Event that exceeds the cost of the Rental Deposit, as determined in LCC's sole discretion. Documented damage will be itemized for repair and billed to Renter's credit card upon completion of repairs or replacement of damaged items.
- C. Renter will provide completed layout for tables and chairs at least ten business days before the Event.
- D. Renter will remove all trash, debris, and food waste from tables and place into trash bags. Lincoln Community Center will provide the trash bags. Renter will dispose of bagged trash after the Event and place in the designated dumpster.
- E. Renter will make sure that all catering trash, debris, and food waste is removed from the kitchen and catering areas. If the kitchen is being used, Renter will make sure that all equipment has been powered down and cleaned.

Renter's Initials: _____ **Date:** _____

V. CANCELLATION OF EVENT/REFUNDS

A. Refund in the Event of Cancellation of Event by Renter

- 1. If the Event is cancelled by Renter forty-five (45) days or more from its scheduled date, Renter will forfeit fifty percent (50%) of the Rental Deposit.
- 2. If the Event is cancelled by Renter between ten (10) and forty-five (45) days from its scheduled date, Renter will forfeit the entire Rental Deposit.
- 3. If the Event is cancelled by Renter less than ten (10) days from its scheduled date, Renter will forfeit the entire Rental Deposit. No refunds will be given.

4. Renter must provide LCC written notice of any cancelled event as soon as practicable and pay any of the fees as described above.

B. Rental Deposit

If the Event proceeds as scheduled, the full amount of the Rental Deposit will be refunded under the following conditions:

- a. No damage is sustained to any LCC property.
- b. All decorations are removed.
- c. All trash, debris, and food waste removed from LCC property.
- d. Full compliance with Section IV-Rental Conditions.

C. Cancellation by LCC

If another event at LCC requires the use of the Premises on the same date and at the same time as the Event described in this Rental Agreement, LCC reserves the right, in its sole discretion, to cancel this Rental Agreement. If practicable, LCC will offer another space for Renter to utilize for its Event. If another space cannot be utilized by Renter, 100% of all monies will be refunded in event of such cancellation by LCC. LCC will attempt to give at least thirty (30) days advance notice to Renter in the event of such cancellation but cannot guarantee such notice. LCC shall not be liable to Renter in the event of such cancellation.

Renter's Initials: _____ **Date:** _____

D. Impossibility

The performance of this Agreement is subject to termination by LCC without liability upon the occurrence of any circumstance beyond its control-such as acts of God, war, terrorism, government regulations, disasters, strikes, civil disorder, interruption of utility services, or epidemics-to the extent that such circumstances make it illegal or impossible for LCC to provide, or for the Renter to use, LCC facilities. LCC may provide Renter an appropriate refund (as determined by LCC) in the event of such impossible performance.

Renter's Initials: _____ **Date:** _____

VI. WAIVER OF LIABILITY

A. Renter understands that LCC is not responsible for the loss or damage to any equipment or supplies of the Renter.

Renter's Initials: _____ **Date:** _____

B. Renter understands that LCC is not responsible for the loss or damage to any equipment or supplies of their caterer.

Renter's Initials: _____ **Date:** _____

C. Renter, on behalf of it/him/herself, its personal representatives, estate, heirs, next of kin, successors, and assigns releases and discharges LCC, its governing board, officers, members, employees, staff, agents, volunteers, representatives, successors, and assigns (collectively referred to herein as the "Releasees"), from any and all claims, suits, causes of action, liabilities, and damages of any kind arising out of or in connection with this Agreement or use of the Premises and LCC facilities, including, but not limited to, any and all claims for illness or injury, including death, or damage to any property, whether caused by the negligence of any Releasee or otherwise.

Renter's Initials: _____ **Date:** _____

VII. HOLD HARMLESS AGREEMENT

Renter shall hold harmless, defend, and indemnify (i) LCC, its governing board, officers, members, employees, staff, agents, volunteers, representatives, successors, and assigns, (ii) the City of Troy, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers, (iii) the Community Improvement Corporation of Troy Ohio, its officers, members, employees, staff, agents, and volunteers (all the aforementioned parties are collectively referred to herein as the "Released Parties"), from any and all claims, suits, causes of action, liabilities, and damages of any kind arising out of or in connection with this Agreement or use of the Premises and LCC facilities, including, but not limited to, any and all claims for illness or injury, including death, to Renter, its employees, guests, and subcontractors, or any person affiliated with Renter's use of LCC, or damage to any property, whether caused by the negligence of any Released Party or otherwise.

Renter's Initials: _____ **Date:** _____

VIII. SEVERABILITY

If any provision of this Agreement is found void, invalid, or unenforceable, it shall not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

IX. AUTHORITY TO SIGN

Everyone executing this Agreement on behalf of Renter represents and warrants that s/he is properly authorized to do so.

This Agreement is not binding upon LCC unless the Renter has initialed and signed it and the Rental Deposit has been paid and collected in full.

Signature of Renter (must be 25 years or older)

Date

If signing on behalf of an organization/entity title/position with organization/entity:

Signature of LCC Manager	Date
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Signature of caterer if applicable	Date
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INSURANCE REQUIREMENTS

Renter shall maintain for the duration of the Agreement and through the Event, Commercial General Liability insurance with at least broad as Insurance Services Office (ISO) Form CG 0001 with a minimum limit of \$2,000,000 per occurrence. Certificate of Insurance must be provided to Lincoln Community Center no later than two (2) weeks prior to the scheduled event for review by the Lincoln Community Center.

Basis

All coverage shall be written on an occurrence basis.

Insurance Company Rating

Insurance company must have an AM Best rating of no less than A.

Lincoln Community Center named as Additional Insured

Renter shall obtain the endorsements necessary to make the following parties additional insureds under the Commercial General Liability policy with primary/contributing coverage as respects to the additional insureds.

Additional insured language which must be on insurance certificate as follows:

“The following are additional insureds: the Lincoln Community Center Association, Inc., its governing board, officers, members, employees, staff, agents, volunteers, representatives, and successors, the City of Troy, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities, and the Community Improvement Corporation of Troy Ohio, its officers, members, employees, staff, agents, and volunteers (all the aforementioned parties are collectively referred to herein as “additional insureds”). Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protections available to the additional insureds whether other available coverage be primary, contributing, or excess.”

Location: Lincoln Community Center
110 Ash St.
Troy, OH 45373

Effective Dates: (Date of the Event)

Cancellation Notice

Renter shall provide, during the life of the Agreement, or for a longer period as stipulated herein, the coverages as described above, which shall include an endorsement stating the following: “Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Lincoln Community Center, Director of Building Rental and Events, 110 Ash St., Troy, Ohio 45373.”

Coverage Expiration

If any of the above coverages expire during the term of the Agreement or scheduled Event, Renter shall deliver renewal certificates and/or policies to Lincoln Community Center at least ten (10) days prior to said expiration date.

Renter’s Initials: _____ **Date:** _____