# Village of Saint Paris

Rental Policy / Agreement for Harmon Park

The public parks and recreation areas in the Village of Saint Paris are owned and funded by local tax monies and rental fees. You are asked to abide by the establishment guidelines to keep the facilities in good repair for the enjoyment of all.

### A. LIABILITY

Those wishing to use any of the recreation facilities assume responsibility for all liability incidents arising from the use of public premises. The Village assumes no responsibility for the use of said facilities.

All property destroyed or damaged shall be replaced or repaid at the expense of the organization or individual renting the facilities. An itemized statement of damage costs will be provided by the Village.

#### **B. RENTAL FEES**

Effective April 21, 2014, the rental schedule for the Harmon Park building will be as follows:

- 1. \$75.00 per use
  - \$25.00 reservation fee non refundable \$50.00 balance due when key is picked up
- 2. \$25.00 Community Events
- 3. \$25.00 for use of outside power hook up for events
- 4. \$75.00 for use of kitchen for vendors at a community event

## C. NOTICES

- 1. Harmon Park building is under video surveillance.
  - a. Renter must inform Village staff whenever oven or stove will be used during an event.
  - b. Renter is expected to leave the park building clean after the event. This includes trash removal, vacuuming and cleaning floors, cleaning surfaces, removing food from refrigerator and anything else necessary to leave the building clean. If an inspector finds these not complete, renter will be invoiced for cleaning fees.
  - c. Renter should leave all tables set up.
  - d. Renter is expected to turn off all lights and fans and be sure building is secure (all windows and doors locked).
  - Renter is expected to return key after event either in the Municipal building office or drop box located at the entrance to the Municipal building parking lot.

#### **AGREEMENT**

By signing below, the renter of the facility, their guests or invitees shall comply with all terms of this rental agreement.

Furthermore, this document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by The Village of St. Paris or renter of the facility. Any modifications to this Agreement must be in writing signed by a representative of the Village of Saint Paris and Facility renter.

Facility and reason for	rental:						
Date Facility to be rent	ed:	-		1 - 1 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -			
Village Representative Name:			Date:				
Reservation Fee* Rece	ived: YES / NO	Amount:	-W	1000 PERS 1000			
Keys issued: YES / N	No #:			Oven Use?	Yes	/	No
				Seating ?	Harayda oranga da a		
Renter's Name:							
Phone #							
Renter's signature:							
Printed name:			_Date:				
Facility Contact #s	Dispatch Paul Wheeland Ray Smoot	937-663-4357					
	Lynn Miller	937-663-4061					

- 1. **LEGAL COMPLIANCE: RENTERS** shall not engage in any illegal activity throughout the term of this rental agreement and will comply with all applicable laws without cost to the Village of Saint Paris.
- 2. INDEMNITY: RENTERS shall indemnify and hold The Village of Saint Paris harmless against any and all claims, liabilities, damages and losses, including expenses incidental to the defense of same, resulting from injury or death of any person or damage to property occurring on or about the Premises, or in conjunction with Renters' use and occupancy of the Premises, to the extent caused by the negligence or wrongful acts of Renters, its agents, employees, or contractors, except to the extent caused by the negligence or wrongful acts of The Village of Saint Paris, its agents, employees or contractors, or The Village of Saint Paris's breach of its obligations under this Lease.
- 3. **RENTERS** shall indemnify and hold the Village of Saint Paris harmless against any and all claims, liabilities, damages, and losses, including expenses incidental to the defense of the same, resulting from a violation of any and all legal requirements related to the Renters' use and occupancy of the Premises.
- 4. INSURANCE: RENTERS shall comply with the insurance requirements of the Village of Saint Paris and its insurers. Renters may be required to carry their OWN INSURANCE POLICIES IN AN AMOUNT AND UNDER CONDITIONS SATISFACTORY TO THE VILLAGE OF SAINT PARIS.
- 5. **WASTE: RENTERS** shall use the premises in a careful, safe and proper manner; and not commit or permit any damage or waste. All damage or waste to the premises shall be replaced or repaid at the expense of the Renter. An itemized statement of damage costs will be provided by the Village of Saint Paris.

Willful or repeated damage or waste to the premises shall be cause for the refusal of future use of public parks and recreation areas. The Village of Saint Paris explicitly reserves the right to pursue any and all applicable civil and criminal remedies.