



DANIEL HARRIGAN, MAYOR



Recreation & Parks Community Center Rental Contract

Applications must be received thirty (30) days prior to the event. Final payment must be received fourteen (14) days prior to the event. Exception for all repress/funeral gathering contracts.

The City of Akron, Ohio and the City of Akron Recreation & Parks Division hereinafter referred to as the "CITY", rent to:

ORGANIZATION NAME _____
Shall include its agents, employees and representatives

CONTACT PERSON'S NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

Hereinafter referred to as the "USER", the described premise/property on terms and conditions herein. The USER therefore indemnifies and holds harmless the City from any and all claims of liabilities arising under this Agreement or use of the Community Center identified below.

FACILITY/PROPERTY REQUESTED _____

DATE REQUESTED _____ TIME REQUESTED _____

REASON/EVENT _____ NUMBER IN ATTENDANCE _____

I have read and understand a copy of the conditions and agree to abide by them:

APPLICANT SIGNATURE: _____ Date _____

To be filled out by Community Center Supervisor:			
Multipurpose Room	_____ hours x \$50.00 =	\$ _____	
Gym	_____ hours x \$50.00 =	\$ _____	
Meeting Room	_____ hours x \$35.00 =	\$ _____	
Repass/Funeral Gathering	\$125 for up to 4 hours (\$25 each additional hour)		
Total Cost:	\$ _____	Date Paid:	_____
Insurance Required: <input type="checkbox"/> Yes <input type="checkbox"/> No			

Application approved by: Center Supervisor _____ Date _____
Signature

Recreation & Parks Administration _____ Date _____
Signature

Community Center Rental Contract Conditions

1. **COST:** The **USER** shall pay agreed upon cost to be determined upon final approval of the premises/property. Cost shall be paid by certified check or money order only, and be made payable to the **City of Akron at least fourteen (14) business days (M-F) prior to the event.**
2. After rental there will be a post-inspection of the facility. Any damages or unsatisfactory conditions to the facility that may accrue to property by the **USER**, the **CITY** will invoice the **USER** as necessary to replace the cost of loss of property.
3. Maximum number of participants for any indoor event is limited to the legal capacity of that facility or the requirements of the **CITY** whichever is lesser.
4. Akron police officer may be required. For off-duty police officer call (330) 375-2658.
5. All rentals of the premises/property shall be at the sole discretion of Recreation & Parks Administration and must have their approval. Rentals during non-business hours will be three (3) hours minimum. This includes preparation (set-up) and clean-up. Rentals will not be available on Easter, Thanksgiving, or Christmas.
6. No rental will be scheduled past 9:00 pm. Set-up and clean-up must be included in "Time Requested". The **USER** must adhere to the hours listed on the contract. Our staff person will be scheduled according to those hours only.
7. The **USER** agrees not to assign or transfer any part of this contract to a third party without receiving prior written permission from the **CITY**.
8. No alcoholic beverages or drugs may be brought into or consumed on City and/or school property in addition smoking is also prohibited except in specifically marked locations.
9. The advertising or solicitation of any product or service is prohibited.
10. City events take priority over any request for use of premises/property.
11. A fund-raising event will not be permitted unless prior written approval is granted by the Director of the Office of Integrated Development. A fund-raising event that is approved must benefit the community, be conducted by volunteers, and meet all federal, state and local government regulations.
12. The **USER** is confined to areas specified in the Contract.
13. The **USER** will permit the City to have ingress and egress into premises at any times. Recreation & Parks staff must be present and on payroll during any Community Center event.
14. Set-up and tear down is the responsibility of the **USER**. No permanent equipment may be moved (i.e. table games, televisions, bulletin boards, etc.)
15. No decorations shall be hung, taped, pinned, or in any way affixed on the walls or from the ceiling. Decorations must be approved by a Community Center Supervisor prior to their use.
16. All trash must be placed in proper receptacle. Dumpsters are located near the parking lots.
17. If **USER** is using the kitchen, **USER** must provide its own cookware, utensils, dishware, tablecloths, seasonings, and other supplies. **WARMING KITCHENS ONLY.** No cooking is permitted by order of Health Department.
18. The **USER** agrees to surrender the premises to the **CITY** at the end of the term in same condition as received, including total premise/property clean-up and debris removal. (Keep Akron Beautiful can be contacted at (330) 375-2116 for loaned receptacles).
19. The City assumes no responsibility for any property stored or placed on the premises by the **USER**, and such property is stored or placed at the **USER's** risk and the **USER** agrees to hold the **CITY** harmless from liability because of any loss or damage to such property resulting from any cause whatsoever. Any property remaining thirty (30) days after the contract period shall become property of the **CITY**. The facility is a shared use area.
20. Porta-johns, if needed, will be provided by the **USER**.
21. The **USER** agrees to release, indemnify, defend, and hold the **CITY** harmless from any liability, damages, and/or costs arising from claims, accidents and/or injuries suffered by the **USER**, its agents or employees, guests, invitees, volunteers, or patrons (all herein after the "USER STAFF") visiting the premises during the occupancy of the premises by the **USER**. The **USER** may be required to purchase and maintain, at their sole expense, Commercial General Liability insurance on an occurrence coverage basis with limits not less than \$1,000,000 Bodily Injury and Property Damage each occurrence, \$1,000,000 Personal and Advertising Injury, \$1,000,000 Product/Completed Operations Annual Aggregate, and \$1,000,000 General Annual Aggregate. If **USER's** activities include use of a motor vehicle on the premise/property, then the **USER** shall purchase and maintain, at their sole expense, Commercial Automobile Liability with limits not less than \$1,000,000 Annual Combined Single Limit—Bodily Injury, Property Damage. The **CITY** shall be named as additional insured on **USER's** Commercial General Liability policy, and Automobile policy. If required, the **USER** shall submit a Certificate of Insurance to the **CITY** with the completed rental application evidencing the effectiveness of the insurance policies required herein. If insurance is required, the **CITY** will provide written notice to the **USER**.
22. The personal conduct of the **USER** and the **USER STAFF** shall comply with all laws and regulations and in addition shall conform to socially acceptable standards of conduct and departure from this norm will constitute grounds for immediate removal of the individual and/or the **USER** and **USER STAFF** from the premises.
23. Refunds will be made up to 48 hours prior to the event.
24. **TERMINATION:** The **CITY** may terminate this contract immediately if the **USER** fails to adhere to any of the conditions set forth herein above, and all rights and privileges herein granted shall cease and the **USER** shall, upon termination of this contract by the **CITY**, immediately vacate the premises and all monies previously paid to the **CITY** shall be retained by the **CITY**, as damages whether actual, consequential, or liquidated.
25. If you do not comply with the Contract, you will be charged all fees, and future requests for use of the premises/property by you, your organization or affiliates will be denied.
26. Costs charged under this Contract are of an administrative nature and do not constitute a fee of consideration under Ohio Revised Code Chapter 1533, and further, the City does not waive any of the defenses or immunities available to it under Chapter 1533 or Chapter 2744 of the Ohio Revised Code by granting this rental permit.
27. If any occurrence or accident relating to or arising out of **USER's** use and/or occupancy of the subject premises takes place, **USER** shall immediately notify the **CITY** in writing of such occurrence or accident with reasonable detail.

I have read and understand the conditions and agree to abide by them. Authorized Person Signature _____
Printed Name _____ Title (if applicable) _____ Date _____, 20____