

Robert 'Sonny' Hill Jr. Community Center
 800 Lafayette Avenue, Middletown, Ohio 45044
 (513) 425-7866
General Rental Application

Name: _____ Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell: _____ Work: _____

E-mail address: _____

Are you 21 years of age or older? Yes / No Date of Birth: _____

Rental Date		<i>Set-Up Time</i>	
Type of Event		Event Time	
*All events must end by 12:00 AM (out by 1:00 AM)		<i>Clean-Up Time</i>	

Table Set-Up Layout: Traditional ____ Theatre ____ Banquet ____
 (Layout diagram on back page)

Will this event be a surprise? Yes / No Approximate number of people: _____

Will there be entertainment and/or music? Yes / No

If Yes, identify type of entertainment or music: _____

Entertainment provider: _____ Phone: _____

Caterer: _____ Phone: _____

If using Banquet Room:

Will there be need for Computer Projection System provided by Center? Yes/No

*{Holidays **NOT** available for rental are New Year's Eve and New Year's Day, Martin Luther King, Jr. Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve and Christmas Day.}*

<u>Room</u>	Standard <u>Cost/Hr</u>	Holiday <u>Cost/Hr</u>	<u>Hours Rented</u>	<u>Total</u>
Banquet Room:	\$50/hr.	\$70/hr.	_____	_____
Activity Room:	\$30/hr.	\$50/hr.	_____	_____
Classroom:	\$30/hr.	\$50/hr.	_____	_____
Gymnasium:	\$50/hr.	\$70/hr.	_____	_____
Conference Rm:	\$30/hr.	\$50/hr.	_____	_____
Full Center All Day Rental :	\$500.00		<u>10 Hours</u>	_____

Optional Services:

- Police security provided by the Center - \$40 hourly _____
- Event clean-up provided by the Center - \$75 _____
- Agency Partners – Week-end Rental Rates Apply _____

Total Event Cost _____

Deposit (Non-Refundable) _____

Balance of: _____ **Due By:** _____
(Balance must be paid the Wednesday before the event to avoid losing reservation)

Payment Log

Nature of Payment	Date Paid	Amount Paid	Payment Type	Receipt #	Remaining Balance

Rental Agreement

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between the **Community Building Institute**, 800 Lafayette Avenue, Middletown, OH 45044 in partnership with **The CITY OF MIDDLETOWN**, One Donham Plaza, Middletown, Ohio 45044 (hereinafter the "Center") and _____ (hereinafter the "Renter").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The Center agrees to rent to the Renter the rooms and facilities for the agreed upon amount of time as declared on the first page of this rental application packet.
2. The renter shall pay the rental fees as outlined and declared on the first two pages of this rental application packet by the **Wednesday prior to the event.**
3. Deposit (Non-Refundable). The Renter shall also deposit with the Center, at the time of signing this Agreement, the **sum of One Hundred Dollars (\$100.00) as a security deposit. Rental dates are considered PENDING until staffing is secured.**
4. The Renter agrees to follow and be bound by all Community Center rules and policies, attached hereto as Exhibit "A" including but not limited to the Rules of Conduct, and attached policies. Renter accepts full responsibility for any damages or theft and agrees to pay the Center for any replacement cost.
5. Renter agrees and understands that the Center requires all necessary documentation, rental fees and security deposit no later than two weeks prior to the event in order for the rental date and time to be reserved. If the required forms, rental fees and security deposit are not timely received, the Center reserves the right to cancel your event and charge cancellation fees as described in the Cancellation of Events/ Return of Rental Fees and Security Deposit policy.
6. Neither party shall assign its rights or delegate its obligations under this Agreement without the written consent of the other party.
7. This Agreement shall be governed by the laws of the State of Ohio.
8. This Agreement shall constitute the complete agreement of the parties, and may only be modified in writing signed by both parties.
9. **The renter agrees to have a responsible adult of at least 21 years of age on the premises throughout the entire length of the event.**

I have read all of the above and warrant that I am authorized to enter into this Rental Agreement.

Signature of Renter: _____

Community Center Staff Signature: _____

Community Center Staff Title: _____ **Date:** _____

Approved as to form by Leslie S. Landen, Law Director on [date], 2014

Hold Harmless/Indemnification Agreement

THIS AGREEMENT is entered into this _____ day of _____, 20_____, by and between the **Community Building Institute**, 800 Lafayette Avenue, Middletown, OH 45044 in partnership with **The CITY OF MIDDLETOWN**, One Donham Plaza, Middletown, Ohio 45044 (hereinafter the "Center") and _____ (hereinafter the "Renter").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The Renter agrees to indemnify and hold harmless the Center, its agents and employees, officers, and directors from any and all claims, damages, losses, judgments, and expenses, including attorney fees arising from, during or in conjunction with its uses of the Community Center premises.
2. The Renter further agrees to indemnify and hold harmless, the Center, its agents and employees, officers, and directors from any and all claims, damages, losses, judgments, and expenses, including attorney fees and to reimburse the Center for any and all damages resulting to the Community Center from the Renter's use of the property, normal wear and tear excepted.
3. The Renter agrees that their use of the Community Center property as contemplated in the Agreement shall be in compliance with all applicable City of Middletown Ordinances, State and Federal laws and regulations.
4. Should it become necessary for the Center or someone on their behalf to incur costs and expenses to retain the services of an attorney to enforce this Agreement or any portion hereof or to present a defense to claims arising from the situation identified above, the undersigned agrees to pay the Center all costs and attorney fees hereby expended or for which liability is incurred.
5. The Center reserves, and the Renter recognizes and accepts, the Center's absolute right to terminate usage of the Community Center at any time if any violation of the Agreement or Center rules and/or procedures for such use are violated.

I have read all of the above and warrant that I am authorized to enter into this Rental Agreement.

Signature of Renter

Date

Address: _____

Phone: _____

Approved as to form by Leslie S. Landen, Law Director on [date], 2014

COMMUNITY CENTER RULES OF CONDUCT

1. All interested parties must sign a Rental Agreement for all rentals. Those renting rooms must be at least 21 years of age.
2. The Renter must be present during the entire rental event, unless receiving prior written approval of the Community Center Director.
3. Facilities are rented on a first-come, first-served basis. Renters may place a hold on a particular room without obligation to rent for a specified period time at the discretion of the Community Center Director. The Community Center is not available for rental as follows: in areas where or when events would interfere with other programs or rentals at the Community Center; pre-elections and election days; City recognized holidays.
4. The Center does not permit facility rentals for any event deemed at the sole discretion of the Center to be injurious to the general welfare of the Center or other rental events.
5. The Renter shall not possess, use, or otherwise permit the use or possession of alcoholic beverages, tobacco, or other drugs in the facility. Such use or possession shall be grounds for immediate termination of the Agreement.
6. **All dances and public teen events must provide police security or licensed security guards at the Renter's sole expense.** The Center may require Renter to hire for any event, at the Center's discretion, off-duty City of Middletown Division of Police personnel to provide security for events at fees and rates set by the City of Middletown Division of Police.
7. **All event rentals are to be invitation only events.** The Renter is solely responsible for controlling admission of persons to the rental event during the rental period. The Center reserves the right at its sole discretion to deny access to persons to the Center. The rental shall not exceed the fire limits of persons per room as listed below.

	<u>Occupancy Limit</u>		<u>Occupancy Limit</u>
Banquet Room	123 persons	Conference:	13 persons
Activity Room:	30 persons	Classroom:	19 persons
Gymnasium	456 persons	PRC:	20 persons

8. **Renters may not charge admission to any rental event unless receiving prior written approval of the Community Center Director.**
9. All areas not rented for your event will remain open to the Community during normal business hours. The Community Center holds the right to schedule concurrent use of areas by separate parties or regularly scheduled programming. Renters must contain events to room(s) rented and may not interfere or disturb other events, programs or neighboring properties.
10. Music is permitted during event rentals; volume levels may be controlled at the sole discretion of Community Center staff.
11. Children must be supervised by Renter and their guests at all times.
12. All Renters and guests will comply with all the laws of the State of Ohio and the ordinances of the City of Middletown including youth curfews.
13. No running or foul language is permitted in the building.

Renter's Signature

Date

Community Center Staff

Date

DECORATING POLICY

1. Renter's entire event, including set-up, event and break-down time, must be within the time specified within the rental contract.
2. Renter and Community Center Staff shall complete a Pre-Rental Inspection and a Post-Rental Check-Out Inspection List. **It is the Renter's responsibility to return the Community Center to pre-rental condition *immediately* following your event.** Renters must use the Community Center in a careful, safe, clean, and proper manner. The Renter shall be responsible for cleaning the rented portion of the Center after their event, and for any damage, loss injury, or other casualty to property and/or persons caused by event, guests, or patrons. NOTE: ALL TRASH MUST BE PUT IN PROPER TRASH/RECYCLE CONTAINERS.
3. All decorations are to be freestanding. Unless prior authorization is given by the Community Center Director, no tape, tacks, nails, staples or other adhesive or fastening devices may be used on walls, floors, doors, windows, ceilings or furniture.
4. Signs and decorations are prohibited on the outside of the building.
5. Open flames are prohibited. Smoke effects, fog machines, explosives or pyrotechnics are absolutely prohibited. NO PROPANE TANKS ARE PERMITTED IN THE BUILDING.
6. Rice, confetti, bird seed, sand, glitter, metallic table scatters, silly string and aerosol fun spray are prohibited.

CANCELLATION of EVENTS/ RETURN of RENTAL FEES and SECURITY DEPOSIT POLICY

The Community Center reserves the right to change/cancel any part of a rental agreement and the related scheduled activity.

- 1. Cancellation of any event by the Renter shall result in a non-refundable cancellation fee of \$100.00.**
2. Renters who reserve multiple rooms shall have cancellation fees based on each room that is rented.
3. If Renter fails to abide by the rules and regulations of the Community Center, the Center reserves the right to cancel Renter's event. In cases where the event is canceled during the event due to misconduct by the Renter or the Renter's guest, no refund will be given.
4. In the event the Renter damages the property or fails to clean the Center as agreed, the dollar amount required for cleaning and/or for repairs shall be determined by the City and taken from the security deposit. If repairs exceed the deposit, Renter agrees to remit the costs over deposit within a reasonable period of time, not to exceed thirty (30) days.
5. The Center shall seek reimbursement from Renter and Renter agrees to pay for any and all losses involved in the failure to follow the Rental Agreement, the Rules of Conduct, and the Decorating Policy including, but not limited to, loss or damage of property, loss of rental revenue from other events or costs incurred by City Police, Fire or other agencies in response to Renter or guests' failure to follow said Rules.
- 6. The Security Deposit is refundable after the Renter's event provided the Center does not have to clean the facility after the event or repair any damages caused by the event. The refund of the Renter's full/partial Security Deposit shall be sent as a check to the Renter by mail within 10-14 business days after the date of the event.**
7. In the event that the Renter is prevented from using the facility because of inclement weather or for any other reason beyond the control of the Center, the Renter, as their sole options, may reschedule the rental of the facility at a time and date acceptable to the Center or may receive a full refund of any rental fees paid and security deposit.

Renter's Signature

Date

Community Center Staff

Date

Community Center Rental Inspection Checklist

Renter: _____

Rental Information:

Date: _____ Day: _____ Time (start to finish): _____

Rooms Rented:

Multi-Purpose: _____	Gymnasium: _____
PRC: _____	Activity Room: _____
Classroom: _____	Conference Room: _____

This area is to be used to make notes on **pre-rental conditions** of the rented areas. Renter should initial each line to acknowledge status of facility prior to set-up of event.

Renter Initials

Comments:

_____ Carpets/Floors: _____

_____ Appliances: _____

_____ Walls/Windows: _____

_____ Tables/Chairs: _____

_____ Restrooms: _____

_____ Parking Lot: _____

_____ Garbage/Trash Containers: _____

Employee Initials

Comments:

_____ Carpets/Floors: _____

_____ Appliances: _____

_____ Walls/Windows: _____

_____ Tables/Chairs: _____

_____ Restrooms: _____

_____ Parking Lot: _____

_____ Garbage/Trash Containers: _____

Cleaning supplies provided by the Community Center include: Vacuum, Paper Towels, Disinfectant Spray, Trash Bags, Toilet Paper, Paper towels for restrooms, cleaning towels and mop. If you have any questions or need assistance during your event, please ask the Community Center staff member working at the time of the event.

Clean up responsibilities for the Renter should be acknowledged by initialing items once they are completed prior to leaving their event. Damages must be specifically listed on this form prior to signing.

ALL TRASH MUST BE PUT IN THE PROPER TRASH CONTAINER.

Renter Initials

Comments:

_____ Floors swept and mopped as needed: _____

_____ Tables and chairs wiped off and racked: _____

_____ Carpets vacuumed and spot cleaned as needed: _____

_____ Decorations and rental equipment removed from facility: _____

_____ **All trash from event (including restrooms) removed and placed in proper trash containers: _____**

_____ **Kitchen: all items removed from refrigerator/freezer, appliances, counter tops and cabinets wiped down, sink and kitchen floor clean: _____**

_____ **Front entrance and foyer returned to pre-rental condition: _____**

_____ **Restrooms returned to pre-rental conditions: _____**

_____ Outside areas surrounding the Center returned to pre-rental condition if used: _____

It is the Renter's responsibility to return the Community Center facilities rented to pre-rental condition immediately following your event. If the building and outside areas used are not returned to proper condition, fees may be assessed as listed in the Cancellation of Events/ Return of Rental Fees and Security Deposit policy. We thank you for your cooperation.

Employee initials

Comments:

_____ Floors swept and mopped as needed: _____

_____ Tables and chairs wiped off and racked: _____

_____ Carpets vacuumed and spot cleaned as needed: _____

_____ Decorations and rental equipment removed from facility: _____

_____ **All trash from event (including restrooms) removed and placed in proper trash containers: _____**

_____ **Kitchen: all items removed from refrigerator/freezer, appliances, counter tops and cabinets wiped down, sink and kitchen floor clean: _____**

_____ **Front entrance and foyer returned to pre-rental condition: _____**

_____ **Restrooms returned to pre-rental conditions: _____**

_____ Outside areas surrounding the Center returned to pre-rental condition if used: _____

_____ Renter's Signature upon Completion Date

_____ Community Center Staff Date