

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: \_\_\_\_\_

<b>Rental Date</b>		<i>Set-Up Time</i>	
<b>Type of Event</b>		<b>Event Time</b>	
<b>*All events must end by 12:00 AM (out by 1:00 AM)</b>		<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>	<u>Cost/Hr</u>	<u>Hours Rented</u>	<u>Total</u>
Banquet Room:	\$60/hr.	_____	_____
Activity Room:	\$40/hr.	_____	_____
Gymnasium:	\$60/hr.	_____	_____
Conference Rm:	\$40/hr.	_____	_____

**Security Services:**

If you would like police security present at your event, you must make arrangements directly with the Middletown Police Department. You may contact them at **(513)425-7700** for more information on rates and scope of services.

**Total Event Cost**

\_\_\_\_\_

Deposit (Non-Refundable)

\$100

**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. If the Renter fails to pay all applicable fees by this deadline without communicating with the Center to make later arrangements for payment, the Center will assume the event is canceled and the Renter will forfeit the total of their deposit. The Center cannot guarantee staffing of events if the Renter fails to communicate and pay their fees prior to the deadline.**
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 as well as payment for the security deposit before spaces and dates for rental events can be reserved and guaranteed. 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:** \_\_\_\_\_

**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:** \_\_\_\_\_



**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. 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.
5. **The Security Deposit is refundable after the Renter's event provided that the Renter completes their post event inspection with center staff and cleans the facility to the standards cited in the Decorating Policy above. Failure to complete a post-event inspection or to clean the facility to satisfactory standards will result in complete forfeiture of the rental deposit. Furthermore, damage to the Center or its assets incurred during the course of a rental will result in complete forfeiture of the rental deposit, in addition to any fees necessary to cover the cost of repair or replacement of damaged property.**
6. 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: \_\_\_\_\_ Activity Room: \_\_\_\_\_  
Gymnasium: \_\_\_\_\_ 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



## COVID GUIDELINES

The following safety protocols are put in place for your safety and for the safety of your guests. Please initial each statement below. By initial you consent or agree to the policies set forth.

\_\_\_\_\_ Your rental party is restricted to the: \_\_\_\_\_  
No one is permitted access to any other area of the building without the express authorization of the CBI employee on site during the time of your rental.

\_\_\_\_\_ Restrooms: All Purpose Room and Rec Room guest have access to the adjacent restrooms. Gym guests are to use the west corridor restrooms accessed by the exit stairs.

\_\_\_\_\_ ALL Guests must enter through Door B. Wheelchair or guests needing handicap accommodations may use the main entrance. **YOU MUST NOTIFY CBI OF HANDICAP NEEDS AT THE TIME OF THE RENTAL.**

CBI Signature approving handicap access through main entrance
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\_\_\_\_\_ Occupancy Limits. For social distancing compliance, your rental is restricted to 62 guests. **YOU ARE RESPONSIBLE TO CONTROL THIS NUMBER.** CBI staff will ask you to make adjustments if they see a violation. CBI staff may also call the Middletown Police Department for enforcement.

\_\_\_\_\_ Facial coverings. You are required to ask all guests to wear masks unless dining. All servers, kitchen support, greeters must wear a facial covering and gloves.

\_\_\_\_\_ Meal. Buffet is prohibited. You must have servers to dish food onto

guests plates.

\_\_\_\_\_ Provide hand sanitizer stations, recommend that customers wash hands before and after meal and use disposable utensils, and napkins.

Employees • Ensure minimum of 6 feet between employees, if not possible, utilize barriers if applicable and increase the frequency of surface cleaning, handwashing, sanitizing and monitor compliance. • Businesses must allow all customers, patrons, visitors, contractors, vendors and similar individuals to use facial coverings, except for specifically documented legal, life, health or safety considerations and limited documented security considerations. • Businesses must require all employees to wear facial coverings, except for one of the following reasons: • Facial coverings in the work setting are prohibited by law or regulation. • Facial coverings are in violation of documented industry standards. • F