

PARK – FACILITY USAGE AGREEMENT

DATE _____, PERSON/ORGANIZATION: _____ Person in Charge _____

ADDRESS: _____ Phone Number _____

BUILDING/PAVILION REQUESTED: _____ DATE TO BE USED: _____ TIME BEGINNING: _____ ENDING: _____

PURPOSE OF USE: _____

RENTAL FEE: _____ SECURITY DEPOSIT: _____

PAYMENT MUST BE RECEIVED AT TIME OF RESERVATION. FORMS MUST BE SIGNED BY THE APPLICANT ONLY AND ANY PAYMENT DEEMED REFUNDABLE WILL BE RETURNED AFTER INSPECTION.

THE RENTER AGREES TO THE FOLLOWING:

1. NOT TO BRING, CONSUME, OR PERMIT ALCOHOLIC BEVERAGES ON THE PREMISES.
2. NOT TO SMOKE OR ALLOW SMOKING ON PREMISES.
3. TO CLEAN THE PREMISES AND PLACE ALL REFUSE IN TRASH RECEPTACLES.
4. TO REIMBURSE THE VILLAGE OF APPLE CREEK FOR ANY DAMAGES TO PREMISES, BUILDINGS, AND EQUIPMENT.
5. TO VACATE THE PREMISES AT THE SCHEDULED TIME.
6. TO USE ONLY THE DESIGNATED BUILDING, KITCHEN FACILITES AND RESTROOM(S).
7. NOT TO LEAVE ANY PERSONAL PROPERTY ON THE PREMISES AFTER THE RENTAL.
8. NOT TO ATTACH POSTERS OR SIGNS TO THE PREMISES.
9. TO RETURN ANY TABLES AND CHAIRS TO THE STORAGE AREAS.
10. TO LEAVE THE PREMISES IN THE SAME CONDITION AS YOU FOUND IT.
11. FAILURE TO COMPLY WITH THE ABOVE CONDITIONS WILL RESULT IN FORFEITURE OF DEPOSIT.

I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE TERMS OF THE ABOVE AGREEMENT. I also understand that Mayer Carson Hall is kept locked, as well as stage electric, and it is my responsibility to pick-up the key/keys to Mayer Carson Hall and/or stage electric (if it is required) from the Village Town Hall, (330.698.5462)which is open Monday through Friday, 8 am to 4 pm. If problems are encountered after business hours, the Village Police Department should be called, 330.698.5811.

SIGNATURE: _____ DATE: _____

WITNESS: _____ DATE: _____

INDEMNIFICATION AGREEMENT

THE/I _____ AGREE(S) TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE VILLAGE OF APPLE CREEK FROM ANY CLAIM, DEMAND, SUIT, LOSS, COST OF EXPENSE, OR ANY DAMAGE WHICH MAY BE ASSERTED, CLAIMED OR RECOVERED AGAINST OR FROM THE VILLAGE OF APPLE CREEK BY REASON OF ANY DAMAGE TO PROPERTY, PERSONAL INJURY OR BODILY INJURY, INCLUDING DEATH, SUSTAINED BY ANY PERSON WHOMSOEVER AND WHICH DAMAGE, INJURY, OR DEATH, ARISES OUT OF OR IS INCIDENT TO OR IN ANY WAY CONNECTED WITH THE PERFORMACE OF THIS CONTRACT, AND REGARDLESS OF WHICH CLAIM, DEMAND, DAMAGE, LOSS, COST OF EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE _____, VILLAGE OF APPLE CREEK, OR BY THIRD PARTIES, OR BY THE AGENTS, SERVANTS, EMPLOYEES OR FACTORS OF ANY OF THEM.

I have read, understand, and agree to abide by the terms of the above agreement.

SIGNATURE: _____ DATE: _____

WITNESS: _____ DATE: _____

(updated 10-2-2017)

ORDINANCE 2017-7

AN ORDINANCE AMENDING VILLAGE OF APPLE CREEK ORDINANCE NO. 2010-28 ESTABLISHING RENTAL RATES CONCERNING FACILITIES LOCATED AT THE VILLAGE PARK IN THE VILLAGE OF APPLE CREEK, OHIO.

BE IT ORDAINED by the council of the Village of Apple Creek, State of Ohio, County of Wayne, that:

Section 1. The following rents shall be charged to those persons using the facilities of the Village Park in the Village of Apple Creek, Ohio:

	DEPOSIT	RENTAL FEE
Mayer Carson Hall	\$40	\$110
Large Pavilion	\$25	\$ 40
Small Pavilion	\$25	\$ 35
Ball Diamond with any of the above – 4 hour max	\$25	\$ 40
Ball Diamond only – 4 hour max	\$25	\$ 50
Diamond lights – 2 hour max	\$25	\$ 60
Stage	\$40	\$75
Key Deposit	\$ 5	
Entire Facility	\$40	\$250

Persons wishing to rent any of the above should complete the form shown on the following page, and deliver it with full payment to the Village Town Hall at 63 East Main Street, Apple Creek, Ohio.

If you have any questions, contact the Village Town Hall at 330-698-5462.