

ORDINANCE 2023-11R

AN ORDINANCE AMENDING VILLAGE OF APPLE CREEK ORDINANCE NO. 2017-7 ESTABLISHING RENTAL RATES CONCERNING FACILITIES LOCATED AT THE VILLAGE PARK IN THE VILLAGE OF APPLE CREEK, OHIO TO BE EFFECTIVE BEGINNING JANUARY 1<sup>ST</sup>, 2024.

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:

	<u>DEPOSIT</u>	<u>RENTAL FEE</u>
Mayer Carson Hall	\$50	\$125
Large Pavilion	\$30	\$50
Small Pavilion	\$30	\$55
Ball Diamond with any of the above – 4 hour max	\$40	\$70
Ball Diamond only – 4 hour max	\$40	\$60
Ball Diamond with lights – 4 hour max	\$40	\$80
Stage	\$45	\$75
Entire Facility	\$60	\$300

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.

PASSED:            First Reading        \_\_\_10-02-23\_\_\_  
                           Second Reading        \_\_\_10-23-23\_\_\_  
                           Third Reading         \_\_\_11-06-23\_\_\_

ATTEST:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Fiscal Officer

APPROVED: \_\_\_\_\_  
Rodney Mackey, Mayor

**VILLAGE OF APPLE CREEK  
PARK – FACILITY USAGE AGREEMENT**

Person/Organization: \_\_\_\_\_ Person in Charge: \_\_\_\_\_ TODAY'S DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ Phone Number \_\_\_\_\_

Building(s)/Pavilion(s) Requested: \_\_\_\_\_

RENTAL DATE: \_\_\_\_\_ TIME BEGINNING: \_\_\_\_\_ ENDING: \_\_\_\_\_

PURPOSE OF USE:  
\_\_\_\_\_

RENTAL FEE: \_\_\_\_\_ CK# \_\_\_\_\_ SECURITY DEPOSIT: \_\_\_\_\_ CK# \_\_\_\_\_

**PAYMENT MUST BE RECEIVED AT TIME OF RESERVATION.**

**FORMS MUST BE SIGNED BY THE APPLICANT ONLY.**

**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 the premises.
3. NOT TO allow vehicles or trailers in areas where damage will be done to the village property, unless prior authorization by the village.
4. **Cleaning supplies and materials.** –will be provided by the Village, please leave in place where you find them when finished cleaning.
5. **Clean** the premises to the condition in which you came in to and place **ALL** refuse in the dumpster and place new bags in the receptacles.
6. **Reimburse** the Village of Apple Creek for **any damages** to premises, building and equipment.
7. Vacate the premises at the scheduled time.
8. Use only the designated building, kitchen facilities and restroom(s).
9. No Fireworks
10. NOT TO **leave any personal property** on the premises after the rental.
11. NOT TO **attach** posters or signs to the premises.
12. **Return** any **table and chairs** to the **storage areas.**
13. **Leave the premises in the same condition as you found it.**
14. **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 obtain the code for Mayer Carson Hall and/or stage electric (if it is required) from the Village Town Hall, (330.698.5462) which is open Monday through Thursday, 8 am to 4 pm and Fridays until 11:00am. If problems are encountered after business hours, the Village Police Department should be called, 330.698.5811.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

**INDEMNIFICATION AGREEMENT**

The above renter(s) agrees 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 or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death, arise out of or is incident to or in ANY way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or part by the negligence of the above, Village of Apple Creek or by third parties or the agents, servants, employees or factors of any.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_