

Oak Hill Historical Society
P.O. Box 269 ♦ Oak Hill, Ohio ♦ 45656
ohhistorical@yahoo.com

Liberty Theatre Community Center RENTAL AGREEMENT

This facility rental agreement is made and entered into on _____, 20____
by _____ (“Renter”) and the Oak Hill Historical Society
 (“Society”), an Ohio not-for-profit corporation.

WHEREAS, the Society offers the historic Liberty Theatre Community Center (“Premises”) for special events; and,

WHEREAS, the terms and conditions set forth in this Rental Agreement (“Agreement”) explain the responsibilities and constitute the Agreement between the Society and the Renter.

NOW THEREFORE, and in consideration of the premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

Rental Fee: The Renter agrees to pay the Society a fee for facility rental in the amount of \$_____ which must be paid with this Agreement and not later than fifteen (15) days prior to the event.

Refundable Damage/Security Deposit: The Renter will make a refundable Damage/Security Deposit of \$100.00 on the date of the payment of the Rental Fee. This Damage/Security Deposit will be fully refunded if no damage occurs.

Cancellation: The Renter must notify the Society in writing at least seven (7) days prior to the scheduled event to receive a refund of the Rental Fee. Cancellations made less than seven (7) days prior to the event will forfeit the entire Rental Fee. In all cases of cancellation, the Damage/Security Deposit will be fully refunded.

While it extremely unlikely to occur, the Society reserves the right to cancel with as much advance notice as possible the event and terminate this Agreement in cases of emergency, casualty, damage to the Premises rendering it unfit or unsafe for use. This cancellation right applies to events including, but not limited to, earthquake, fire, flood, or other act of God that renders the Premises unsafe for use, and government orders beyond the reasonable control of the Society. In the event of a cancellation by the Society pursuant to this provision, all fees shall be refunded to the Renter.

All non-sufficient funds checks are subject to a \$50 return fee. A non-sufficient check will cause your event to be cancelled and the Damage/Security Deposit will be fully refunded. The event may be rescheduled with a cash Rental Fee and Damage/Security Deposit as long as the Premises are available for rent.

Initials _____

Conduct: Renter agrees to comply with all policies, practices, rules and regulations of the Society, and at its sole discretion, the Society may determine compliance of the Renter. Renter assumes full responsibility for any and all damages to the physical Premises and property of the Society and for any and all personal injuries caused by any of the Renter’s guests, invitees, caterers or independent contractors that may occur during any such time the Renter, Renter’s guests, or Renter’s vendors are on the Society’s Premises. To ensure the safety and security of the Premises and its contents, as well as, minimize liability to the Renter, all non-rented areas, including the projector room and basement, are off-limits to the Renter, the Renter’s guests, and Renter’s vendors. The Renter is responsible for ensuring that all events conclude no later than the time specified in this Agreement.

Parking: The Renter agrees to use public parking only for any event. The Society has no designated parking available. Nearby business parking lots are not to be used by the Renter or the Renter’s guests. The Renter agrees to be courteous to nearby homeowners, businesses, and their customers at all times. If additional parking is needed by the Renter or their guests, it is the Renter’s responsibility. If the renter or their guests would like to use the Bingo Hall or vacant lot parking, the renter is solely responsible for obtaining Madison Jefferson Fire Department approval.

Assignment of Agreement: This Rental Agreement may not be assigned or sublet without the prior written consent of the Society.

Hold Harmless: The Renter agrees to indemnify and hold harmless the Society from and against any and all losses, claims, damages, liabilities, expenses (including legal and other professional fees and disbursements), judgements, fines, settlements, and other amounts arising from claim, demand, action, suit or proceeding, actual or threatened, in which such indemnified party may be involved, made or brought on account of the use of the Premises made by the Renter, Renter’s guests, or Renter’s vendors.

Society Sponsorship: The Renter is prohibited from making statements in their advertising or announcement suggesting Society sponsorship of the event.

Summary of Provisions: This Rental Agreement is subject to the Summary of Provisions on page 3.

Calculation of Rental Fee:

Hours of usage x \$25 per hour (minimum of 4 hours, including set up and clean up).....	\$ _____
Children’s inflatable usage (Maximum of one (1) inflatable - \$25).....	\$ _____
Alcohol consumption at event (\$50 per event)	\$ _____
Use of banquet chairs, tables, linens, and auditorium chairs	\$ <u>FREE</u>
Total Rental Fee* (Amount should be placed on page 1 of the Rental Agreement)	\$ _____

* Make check payable to Oak Hill Historical Society

Refundable Damage/Security Deposit* (Due at time of Rental Agreement and fully refundable after the event, when and if premises are left in proper condition) \$ 100.00

* Make check payable to Oak Hill Historical Society

Summary of Provisions

The Renter is responsible for the Liberty Theatre Community Center when renting it. Please read the following points, sign and date below to acknowledge you have read and agreed to the following:

Before the Event:

- ❖ **NO** tape, putty, nails, or other fasteners on any surface that will leave residue or any marks. Removable dots or other fasteners that do not leave a residue may be used. **ABSOLUTELY NOTHING** is to be attached to the soundboards.
- ❖ The Society will provide hand towels, toilet paper, and soap for the bathroom. Only toilet paper is to be flushed down the toilet. **NO** hand towels, diapers or sanitary products are to be flushed down the toilet.
- ❖ The Renter is responsible for setting up the event.

During the Event:

- ❖ If you change the thermostat during your event, return it to the original setting before you leave.
- ❖ **NO** open flames or incendiary devices are allowed with the exception of birthday cake candles.
- ❖ **NO** historical displays, artwork or pictures are to be moved or disturbed.
- ❖ Guests will not utilize any nearby business parking and will be courteous to nearby businesses and homeowners.
- ❖ Food and drinks are permitted to be brought into the Liberty Theatre Community Center.
- ❖ Alcoholic beverages are permitted with the following stipulations:
 - The serving of alcoholic beverages must be done in accordance with all applicable state and local laws.
 - It is **ILLEGAL** to furnish any alcoholic beverage to any person under the age of 21.
 - It is **ILLEGAL** to allow the consumption of any alcoholic beverage by any person under the age of 21.
 - The sale of alcoholic beverages is **STRICTLY PROHIBITED!** ○ Alcoholic beverages are **NOT** to be consumed outside of the Liberty Theatre Community Center.
- ❖ Smoking inside Liberty Theatre Community Center is **STRICTLY PROHIBITED!**

When You Leave:

- ❖ The lower auditorium (if used) must be duster swept. The upper auditorium (if used) must be vacuumed (vacuum provided).
- ❖ All tables, chairs, and auditorium seating must be returned to their original location.
- ❖ Soiled linens should be removed from tables and placed in a pile on one table.
- ❖ All trash, including bathroom trash, must be bagged and placed in the supply closet for disposal.
- ❖ Any debris, including cigarette butts, in front of the Liberty Theatre Community Center must be picked up and disposed of in the trash.
- ❖ All lights must be turned off at the breaker box main switch and all exit doors must be locked.

Coronavirus: I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and the State of Ohio recommends continued social distancing, mask wearing, and extensive cleaning protocols. The Renter assumes all responsibility for ensuring the safety of their guests. The Renter assumes all responsibility for following current CDC and Ohio Department of Health guidelines, including but not limited to reducing the number of attendees, requiring masks, ensuring proper hygiene controls, and conducting health checks of the Renter and all guests. The Society will not be held responsible in any manner for the behavior or failure of the Renter in any regard related to COVID-19.

I acknowledge that I am voluntarily entering the premises and engaging in the use of its facilities with knowledge of the danger involved. I hereby agree to accept and assume all risks, known and unknown, of personal injury, illness, permanent disability, death, emotional distress or property damage, to myself or to third parties arising from my being on the premises or use of its facilities. I hereby waive, expressly, and forever discharge any and all liability, claims, damages, actions, demands, lawsuits or causes of action, known or unknown (collectively, "Claims") against the Society, its affiliates or any of its members (collectively, "Releasees") which are related to or arise out of my being on the Premises or my use of any of its Facilities and being exposed to, contracting or spreading COVID-19, whether attributable to the negligent act or omission of the Society or otherwise. I covenant not to make or bring any Claim against the Society or any Releasee and forever release and discharge the Society and all other Releasees from liability under or with respect to any such Claim.

I, on behalf of each guest, hereby expressly waive, release and forever discharge any claim against the Society or Releasees that such guest may now or in the future have related to or arising out of such guest's bring on the premises or use of any of its facilities and being exposed to, contracting or spreading COVID-19, whether attributable to the negligent act or omission of the Society or otherwise. I represent that I have the authority to give the foregoing waiver and release of Claims on behalf of each Guest and the Society and its Releasees are entitled to rely on this representation.

