

# The Village of Orwell Rental Agreement

P.O. Box 56  
Orwell, OH  
440-437-6470

Date of Application: \_\_\_\_\_

Name of Person or Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Set-up Date: \_\_\_\_\_

Rental Time In: \_\_\_\_\_ Rental Time Out: \_\_\_\_\_

Type of event to be held: \_\_\_\_\_

Check Mark One:    Self Clean-Up \_\_\_\_\_    OR    Standard Clean-Up (\$45.00 additional fee) \_\_\_\_\_

## **TERMS OF FIRE HALL AND OTHER FACILITIES RENTAL AGREEMENT**

### **GENERAL REQUIREMENTS**

- ◆ Proof of identification is required in the form of a driver's license or a utility bill with name and address of individual or representative of organization completing this Agreement.
- ◆ Any individual completing this Agreement shall be twenty-one (21) years of age and shall be present during the entire rental event, including but not limited to set-up and clean-up times. Multiple individuals may execute this Agreement while any other individual executing this Agreement shall comply with its terms.

### **ALCOHOLIC BEVERAGES**

- ◆ *NO alcoholic beverages are permitted at any time. Violations of this policy are subject to immediate termination of this Agreement and may be punishable by law.*

### **COST OF FACILITY**

- ◆ \$25.00 per hour with a two (2) hour minimum rental time.
- ◆ Additional hours are available at \$25.00 per hour.
- ◆ Non-profit organizations will be considered for free rental, subject to approval of the Village Manger with a maximum of two (2) hours rental time.
- ◆ Event set-up or clean-up must be included in the above-referenced "rental time in" and rental time out" and shall be subject to the \$25 hourly cost.
- ◆ Payment shall be made no later than completion of the event or clean-up of said event, whichever occurs later, directly to the Orwell Volunteer Fire Department, and subject to the security deposit provisions herein.

### **SECURITY DEPOSIT**

- ◆ A refundable security deposit and application fee of \$50.00 is required for rentals, and shall be paid in full via cash, check or money order prior to the event. Once the event has ended and all duties of the lessee under this agreement have been satisfied, subject to review of the Orwell Volunteer Fire Department, the security deposit shall be applied to any outstanding portion of the rental sum due or returned as overpayment by the Orwell Volunteer Fire Department.

## CANCELLATIONS/REFUNDS

- ◆ A \$25.00 cancellation fee shall be assessed upon termination of this Agreement by lessee in writing in order to cancel the event.
- ◆ **If written cancellation is received less than seven (7) days before the event date, the security deposit may be forfeited and full or partial rental fees may be assessed.**

## SET-UP/CLEAN-UP

- ◆ Set-up of table and chairs is the responsibility of the lessee.
- ◆ Tables and chairs must be returned to their original position after the event ends.
- ◆ Clean-up includes wiping tables, wiping spills, vacuuming and mopping the entire floor. (See Facility Attendant for use of vacuum, mop, broom and dust pan.) If use of the kitchen is required, it must also be cleaned in its entirety. Clean-up must be completed by lessee or caterer of lessee by the end time referenced in this Agreement.
- ◆ All trash and refuse is to be placed in trash bags and placed in the dumpster located at the end of the parking lot. All trash bags are to be supplied by lessee and disposed of properly.
- ◆ Failure of lessee to comply with set-up/clean-up provisions herein may be subject to forfeiture of the security deposit paid.

## CLEAN-UP OPTION

- ◆ For an additional fee of \$45.00, a **standard** clean-up will be provided by the Orwell Volunteer Fire Department.
- ◆ **Any excessive cleaning (i.e. stains on walls & carpet, clogged toilets, damage to tables/chairs etc.) will result in loss of security deposit and may be subject to additional expenses and the same shall be the responsibility of lessee, subject to review of the Orwell Volunteer Fire Department.** If necessary, the Orwell Volunteer Fire Department shall provide an estimate and/or invoice of such additional excessive costs to lessee within seven (7) days and the same shall be paid by lessee in full within seven (7) days.

## DECORATIONS

- ◆ Tape, nails, staples, thumbtacks or the like shall not be used to secure decorations or signs inside or outside the facility, including but not limited to hanging on walls and/or woodwork.
- ◆ No birdseed, rice, confetti or other celebration material is to be thrown on the grounds or inside the building without prior written approval from the Orwell Volunteer Fire Department and the same is subject to the clean-up provisions by lessee herein.

## FACILITY DAMAGE

- ◆ Damages which occur to the facility, furnishings, or grounds during the rental will be repaired or replaced at the expense of lessee. If necessary, the Orwell Volunteer Fire Department shall provide an estimate and/or invoice of such additional excessive costs or damages to lessee within seven (7) days and the same shall be paid by lessee in full within seven (7) days.

## FIRE & SAFETY REGULATIONS

- ◆ Open flame candles, fog machines, and use of extension cords, are prohibited.
- ◆ Fire exits shall not be blocked at any time.
- ◆ Children under the age of eighteen (18) must be supervised at all times, both inside and outside of the facility.
- ◆ **ACCESS TO FIRE BAYS - *No one may venture beyond the Fire Hall into the Fire bays where the Fire trucks and equipment are kept. Any trespassing into these areas will be cause for immediate termination of the event while any and all rental fees, security deposits or clean-up fees may be forfeited.***

## KITCHEN FACILITIES

- ◆ No cooking is permitted in the kitchen unless specifically authorized in writing by the Orwell Volunteer Fire Department.
- ◆ Only pre-approved caterer may have access to the kitchen facilities.
- ◆ All food must be prepared off-site.
- ◆ The oven and microwave may be used for heating and warming only.
- ◆ It is the responsibility of the lessee to inform the caterer of this policy.

**RENTAL HOURS AND ADDITIONAL HOURS**

- ◆ Available rental hours are from 9:00 a.m. to 11:00 p.m. and must be consecutive.
- ◆ All activity must occur within your rental hours (listed below) with the exception of set-up wherein the renter(s) shall be entitled to no more than thirty (30) minutes prior to the start of the event without any additional hourly charges applied.
  - 1) Set-up of tables and chairs
  - 2) Decorating
  - 3) All deliveries
  - 4) Arrival and departure of guests
  - 5) Returning tables and chairs to their original position
  - 6) Clean-up

**SUPPLIES AND FURNISHINGS**

- ◆ Tables and chairs are the only items provided by the Orwell Volunteer Fire Department.
- ◆ Furniture, tables, and chairs are for indoor use only.

**FAILURE TO COMPLY WITH THESE POLICIES WILL RESULT IN LOSS OF SECURITY DEPOSIT, AND TERMINATION OF YOUR EVENT AND MAY BE SUBJECT TO FORFEITURE OF FULL RENTAL FEES OR OTHER DEPOSITS MADE.**

**LIABILITY**

- ◆ The Village assumes no liability for loss by any cause including, but not limited to, theft or damage to any equipment, furnishings or other personal property belonging to the lessee, its representatives or assigns, or invitees of lessee.
- ◆ The Village assumes no responsibility for damage or loss of articles or equipment that is left on the premises by lessee, while any such articles or equipment are forfeited by lessee after said event ends, unless other arrangements were made prior to the event with the Orwell Volunteer Fire Department.
- ◆ Lessee agrees not to allow any other organization to participate in the use of the described facilities unless approved by separate application for the same event. Only facilities specifically named in this Agreement are available for use.
- ◆ The Village prohibits the use of its name in the solicitation of funds for the support of programs or events not authorized and/or sponsored by The Village. This Agreement or any the use of said facilities does not imply general endorsement of the organization involved. This Agreement will be subject to immediate termination if The Village’s name is used for this purpose.
- ◆ Gaming/Gambling events are prohibited unless specifically authorized by the Village and are subject to compliance with all applicable local, state and federal laws. Any violation of the same is the responsibility of lessee, and is subject to the cancellation/termination provisions herein, while the Village assumes no liability for violation of the same and shall be held harmless and indemnified pursuant to the liability provisions herein.

**INDMENITY FOR USE OF VILLAGE PROPERTY**

In consideration of the permission granted by The Village to the undersigned to use the following Village facility known as \_\_\_\_\_ and for use during the hours of \_\_\_\_\_ to \_\_\_\_\_ on Date(s) \_\_\_\_\_ and for the purpose of the event:

\_\_\_\_\_.

The undersigned organization or party, namely \_\_\_\_\_ (lessee) by its duly authorized agent, hereby agrees to indemnify and hold harmless The Village of Orwell and the Orwell Volunteer Fire Department, and its employees, agents or representatives, or others harmless and to indemnify and to defend the same from any and all claims for damages or expenses, including defense costs, in connection with or arising out of injury, (including death) to any person or persons, or damage to property, (including loss thereof) against The Village of Orwell and the Orwell Volunteer Fire Departments, its employees, agents or representatives, or others resulting from the use of the facilities by lessee and described hereinabove by the undersigned, its agents, employees, representatives, invitees or other persons, as long as the injury or damage is not the result of gross negligence on the part of The Village of Orwell and the Orwell Volunteer Fire Department or it agents, employees or representatives.

**ACCEPTANCE OF RENTAL AGREEMENT**

I have read the above policies, provisions and requirements, and I fully understand my responsibilities for use of the Village facilities named herein. I understand that the building will open and close at the hours specified above only. I agree to comply with the terms of the this Agreement, its policies and the policies of the Village of Orwell and the Orwell Volunteer Fire Department and fully understand that if I do not comply with the terms herein, this Agreement and my event may be terminated by the Village.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ TOTAL DUE: \_\_\_\_\_  
NAME OF ORGANIZATION OR INDIVIDUAL

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER OF ORGANIZATION OR INDIVIDUAL

\_\_\_\_\_  
THE VILLAGE OF ORWELL AUTHORIZED REPRESENTATIVE SIGNATURE

NOTE: YOUR RENTAL HOURS ARE FROM \_\_\_\_\_ TO \_\_\_\_\_. YOUR EVENT MUST END AT \_\_\_\_\_. THIS TIME RESTRICTION WILL ALLOW FOR THE CENTER TO BE CLEANED BY YOU OR YOUR CATERER. THE CENTER WILL CLOSE AT \_\_\_\_\_.

TOTAL PAID: \_\_\_\_\_ DATE PAID: \_\_\_\_\_