



Memorial & Clifton Shelter House Rules & Regulations/Waivers

(ActiveNet – Disclaimers)

The City of Bexley, Recreation and Parks Department will be represented hereinafter by the term “Lessor.”
The facility renter will be represented hereinafter by the term “Lessee.”

Shelter Rental Permit

*This Shelter Agreement should be brought to the event on the day of the reservation.

Day of Event Emergencies ONLY:

Call the Bexley Police at 614.559.4444.

In-Season Restroom Facility Usage (April/May – September/October):

The opening and closing of the restrooms for the season may be earlier or later depending on the temperature. Call the Bexley Recreation & Parks Department for more information.

Payment & Hour Minimum: Full payment (\$20.00 per hour rental fee) is required at the time of the in-person reservation and a minimum of 2 hours is required for a rental, which should include your set-up, event, and clean-up.

I. LESSEE ACKNOWLEDGMENT (Initials Required)

____ **Request for Cancellations or Date/Time Changes.** All cancellations or date/time changes must be done in writing via an email to the Bexley Recreation & Parks Department at recreation@bexley.org or a hand written letter dropped off in person to a staff member.

- A. Cancellations are not complete until you receive notification confirming your cancellation.
- B. Refunds of a deposit will be as follows (days are prior to the rental date):
 - a. Full Refund – 30 days or more.
 - b. Full Refund (less \$40) – 29 days or less

____ **Damage Deposit.** A credit card will be required at the time of the reservation to be kept on file and charged (fees vary) if:

- A. The facility or any items in the facility are damaged.
- B. Additional "extra" clean-up is needed from our maintenance staff after the event
- C. The permit hours as requested are exceeded (charged at the hourly rate).

____ **Clean Up.** Patrons are responsible for placing all trash in the trash cans and recycling in the recycling cans throughout the Shelter House before the end of the reserved time. **You are responsible for leaving the Shelter House as you found it.**

____ **No Alcohol or Music.** There is no alcohol or amplified music permitted in the park or at the shelter house.

____ **Entertainment.** Bounce houses and live animals are not permitted. In an effort to protect the park and park goers, any other entertainment and/or items must be approved by BRPD.

____ **Unloading & Loading.** Cars MAY NOT drive through the gated courtyard and down the path to unload or to load. You may park in the North Mansion lot or the Jeffrey Park lot by the tennis courts.

____ **Parking.** There is no reserved parking for events. It is all first-come first-serve in the parking lots at the Mansion and in Jeffrey Park. We recommend having your guests park in the Jeffrey Park lot off of Clifton Ave (by the Tennis Courts).

II. GENERAL RULES & REGULATIONS:

The lessee is required to help the Bexley Recreation & Parks Department (BRPD) keep Shelter Houses clean, safe, and secure by adhering to the following rules and regulations. Common sense should prevail at all times. Don't do anything you wouldn't do in your own home:

- A. **Reservations for a Shelter House can be made by Bexley residents only.**
- B. One adult chaperon is required at all times for every ten minors congregating. Any youth group of 50 or more is required to hire an off duty Police Officer.
- C. The space reserved is not to be used in excess of the normal seating capacity, 110 people (Memorial), 80 people (Clifton) unless approved by the BRPD.
- D. Firearms are not permitted.
- E. Nothing shall be attached to the walls.
- F. Patrons are responsible for providing all items necessary to prepare and serve food.
- G. All posted rules for Jeffrey Park apply to the Shelter House.
- H. The following behaviors are strictly prohibited, but not limited to: 1) fighting and or "rough housing" 2) abusive language 3) spitting 4) sexual misconduct 5) roller-skating, skateboarding or the use of any other wheeled devices (with exception of wheelchairs)
- I. No group may charge admission or sell items of any kind. Private or public fund raising projects are not permitted in the Shelter House.
- J. Any questions should be directed to BRPD (614.559.4300).
- K. **THESE ARE YOUR COMMUNITY SHELTER HOUSES; PLEASE HELP US KEEP THEM CLEAN!**

(ActiveNet – Checklist Items: Waivers)

III. INDEMNIFICATION / DAMAGES

- A. Lessor hereby rents to Lessee the portion of the Memorial/Clifton Shelter House (the "Facility") for the date and period, all as specified on Lessee's Rental Permit. The deposit charge must be paid when Lessee reserves the use. The rental fee must be paid 14 days before the scheduled use.
- B. Lessee shall use the Facility solely for the purpose stated on the Agreement and shall not assign the rights to use the Facility to any other person without Lessor's prior written consent.
- C. This Agreement may be terminated by either party by giving **written notice** (i.e. email, letter) to the other party **at least 30 days** before the date of Lessee's use specified on the Rental Permit. Lessor reserves the right to terminate this Agreement at any time if it determines that Lessee's proposed use is illegal or that Lessee has violated the Agreement. If this Agreement is terminated by Lessor or Lessee and the required 90 day notice is given by Lessee, a full refund will be made. If less than 90 days notice is given by Lessee, the deposit will be forfeited. Notwithstanding the foregoing, if this

Agreement is terminated by Lessee at any time for any reason, Lessee agrees to reimburse Lessor for any expenses incurred by it in anticipation of Lessee's use.

- D. Lessee shall abide by and enforce the Shelter House rules attached as stated above and all laws and regulations applicable to the Facility. Lessor reserves the right, in its sole discretion, to intervene in and exercise control over Lessee's use through its staff or emergency personnel to protect life and/or property.
- E. Lessee shall leave the Facility and its vicinity in the same condition as existed at the commencement of Lessee's use. Lessee agrees to pay any charges for labor and/or materials when the cost of setup, cleanup, attendant charge and/or rent exceed the charge specified on the Rental Permit. Lessee also agrees to pay Lessor for any damages to the Facility and its vicinity which occur in connection with Lessee's use of the Facility.
- F. If use of the Facility by Lessee is at any time impaired for any reason beyond Lessor's control, the Lessor may cancel this Agreement, and Lessee's use shall be rescheduled if practicable at a time mutually agreed by the parties. Lessor shall not be liable to Lessee for any losses or expenses incurred by Lessee on account of such cancellation or delay.
- G. No program, literature, or any publicity of Lessee promoting its use of the Facility shall identify Lessor as a sponsor.
- H. Lessor makes no warranties to Lessee as to the fitness of the Facility or a particular purpose, and Lessee has leased the Facility after having the opportunity to examine the same and assumes full knowledge of the same.
- I. Lessor assumes no responsibility for damage to or loss of any property of Lessee or others brought into the Facility prior to, during or after Lessee's use.
- J. Lessor shall not be liable for any losses or expenses caused by errors or omissions in scheduling use of the Facility.
- K. Lessee agrees to indemnify, protect, defend, and hold harmless Lessor and Lessor's officers, agents, employees, and invitees from any and all claims, demands, suits, liabilities, and expenses from damage or injury to persons or property arising out of Lessee's use of the Facility to the services provided by Lessor.
- L. Lessor may require Lessee to provide general liability insurance coverage in an amount determined by Lessor naming Lessor as a named insured. If insurance is required, Lessee shall provide proof of insurance coverage to Lessor at least 14 days before Lessee's use.
- M. In all cases, written notice to Lessor shall be sent via email (recreation@bexley.org) or delivered in person to the Recreation & Parks Director at 165 N. Parkview Avenue, Bexley, Ohio 43209. Lessor shall give notice in the same manner to Lessee at the address set forth below. All written notices are not approved until the Lessee receives confirmation of receipt from Lessor.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be signed by their duly authorized representatives.

THIS RENTAL AGREEMENT made _____ between the City of Bexley, through its Department of Recreation and Parks, 165 N. Parkview Ave, Bexley, Ohio 43209 ("Lessor") and

X _____ ("Lessee" Printed Name)

X _____ ("Lessee" Signature)

CITY OF BEXLEY/RECREATION & PARKS DEPARTMENT

By _____
Michael Price, Director of Recreation & Parks (or Supervisor/Staff on duty in Director's absence)