

RESOLUTION #17-1002-12

Approve Revised Township Hall Use Agreement and Rules and Regulations

WHEREAS, the Liberty Township allows groups to use the Township Hall for various reasons and may or may not impose a fee on that usage to cover costs, and

WHEREAS, it is necessary to update the Township Hall Use Agreement and Rules and Regulations to ensure the Hall is used appropriately and maintained well by those using the facility as well as best practice in risk transfer.

NOW, THEREFORE BE IT RESOLVED THAT THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO approves the attached Liberty Township Township Hall Use Agreement and Rules and Regulations.

Motion made by Leneghan and seconded by Eichhorn.

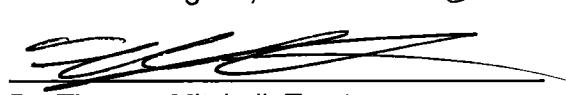
Vote: Yes Mrs. Eichhorn Yes Mrs. Leneghan Yes Dr. Mitchell

This Resolution shall be in force and become effective immediately upon its execution.

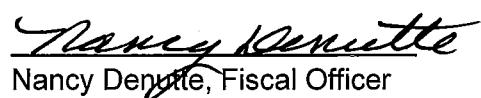
Oct. 2, 2017

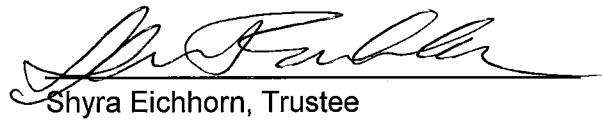
Date

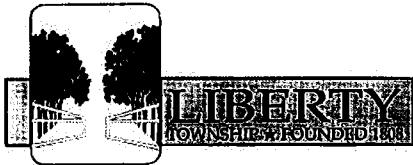

Melanie Leneghan, Trustee


Dr. Thomas Mitchell, Trustee

CERTIFIED BY:


Nancy Denutte, Fiscal Officer


Shyra Eichhorn, Trustee



**LIBERTY TOWNSHIP
Delaware County, Ohio
TOWNSHIP HALL USE AGREEMENT**

This Liberty Township Community Room Use Agreement ("Use Agreement"), made this _____ between the Board of Township Trustees of Liberty Township, Delaware County, Ohio, ("Township"), and _____ ("Lessee").

Pursuant to R.C. Section 511.03, Township hereby allows use by User, and User hereby hires and leases from Township, the recreational premises known as the meeting room and restrooms of the Liberty Township Community Room ("Premises"), located at 7761 N Liberty Road, Powell, Ohio 43065, on the following terms:

1. Such Use shall be on _____ between the hours of _____ ("Use Period").
2. Such Use shall be only for the purpose of _____.
3. Lessee agrees to comply with all federal, state and local laws and regulations while on the Premises. Further, Lessee agrees to comply with and be bound by the terms, conditions and provisions of the Liberty Township Community Room Rules and Regulations which are stated in "Exhibit A" following this Use Agreement, the content of which is incorporated into this Use Agreement as if fully repeated herein.
4. The rental fee for such use shall be the amount of \$ _____, payable prior to the rental. There is no fee for Township HOA's.
5. A \$100.00 security deposit may be required, which shall be returned to the Lessee upon faithful performance of this Rental Agreement. The security deposit is subject to forfeiture as stated herein and as provided in Exhibit "A". Lessee agrees that the Township shall inspect Premises for damage and the that the Less shall pay for all damage to the Premises, its building, grounds, equipment or other property that occurs during the rental. Lessee shall likewise be responsible for any of the Township's equipment or other property which is removed from the Premises. Lessee's foregoing liabilities shall not be limited to the amount of the security deposit and Less shall also be responsible for all such amounts in excess of the security deposit. Less shall be responsible for any costs of cleanup in excess of the security deposit.
6. The Township encourages the Lessee to furnish their own audio video equipment if required. The Township may have available for rent a video screen and projector with laptop. If available, this equipment may be rented for \$15.00 per day and is subject to the forfeiture of the security deposit as provided in Paragraph 5 of this agreement.
7. Lessee covenants and agrees with Township as follows:
 - a) Lessee shall ensure that all motor vehicles related to this Use are parked in the parking lots located adjacent to the Premises.
 - b) Lessee shall ensure that all activities are located in areas designated by the Township.
 - c) Lessee or Lessee's authorized representative shall remain on the Premises until all persons have vacated the grounds and ensure adherence to the hours stated in Paragraph 1. Further, the Lessee, or Lessee's authorized representative, shall remain on the Premises until the building is properly secured.
 - d) Lessee shall ensure that no pets or animals of any kind, excepting animals assisting the disabled, shall be brought or allowed upon the Premises during the Use period without Township's consent.
 - e) To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold harmless Township against any and all claims, demands, actions, damages, and losses, including attorney's fees and all other costs connected therewith, which may be asserted, claimed or recovered against or from the Township, its elected and appointed officials, employees, volunteers or any others working in behalf of the Township, by reason of personal injury, including bodily injury and death; and/or property damage, including the loss of use thereof, which arise from activities under this Use Agreement including, but not limited to, those predicated on the active or passive negligence

of Township. Lessee and guest shall not at any time be considered agents or employees of the Township.

- f) This Use Agreement cannot be assigned or sublet by Lessee without Township's prior written consent.
- g) Lessee will not make or permit any alterations to the Premises, or erect any posters or signs thereon, without Township's prior written consent.
- h) Lessee will not permit any beverages, food, or drugs of abuse to be brought or consumed upon the Premises, and Lessee will take all action necessary to prevent the occurrence of such consumption. All Banquets, Parties, Weddings and/or Receptions are prohibited.
- i) The maximum capacity of the Premises is 100 person's auditorium seating or 60 classroom seating, which shall not be exceeded. Normal set-up includes podium, classroom seating and head tables. The room shall be returned to the normal set-up format.
- j) Lessee shall, at the termination of this Use Agreement, leave the Premises in clean condition.

7. Township and Lessee agree that no action or proceeding may be brought in connection with this Use Agreement unless commenced within one (1) year of the end of the Use Period, unless this Use Agreement is terminated prior to the initiation of the Use Period, in which case the date of termination of this Use Agreement will be the date on which such period will commence.

8. Lessee agrees that Township may, in Township's sole discretion and for any cause or no cause, cancel this Use Agreement, without liability to Lessee, upon 48 hours' prior notice to the Lessee. Upon such cancellation, all Use and deposit money shall be returned to Lessee by the Township.

IN WITNESS WHEREOF, Township and Lessee execute this Use Agreement as of the day and year first above written.

TOWNSHIP:

Board of Township Trustees of Liberty Township,
Delaware County, Ohio

By: _____
Liberty Township Administrator
10104 Brewster Lane
Powell, OH 4306
(740) 938-2000

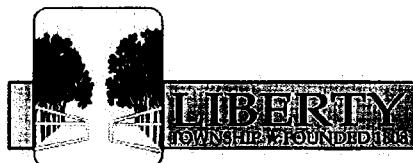
LESSEE:

Name: _____

By: _____
(signature)
Address: _____

Email: _____

Phone: _____



"Exhibit A"

**LIBERTY TOWNSHIP TOWNSHIP HALL
RULES AND REGULATIONS**

USE: Preference in the use of the Liberty Township Community Room is given to Liberty Township organizations and Liberty Township residents. Other lessees will be considered if the facilities are otherwise available. If any dispute or question arises, the Board of Township Trustees of Liberty Township (hereinafter called "Township") will have final approval of persons and organizations using the facilities.

1. Those who reserve and use the recreational premises known as the Township Hall and restrooms ("Premises"), hereinafter called "Lessee" must:
 - a) Complete and sign a Liberty Township Township Hall Use Agreement (hereinafter "Use Agreement");
 - b) At least fourteen (14) days prior to the rental date, pay to the Township the rental fee, which shall be \$25.00 per hour for Liberty Township organizations and Liberty Township residents, and \$50.00 per hour for all other users. There shall be a two-hour minimum rental for all users.

Subject to the provisions of the Use Agreement, the reservation is secured upon: the completion, signing and delivery of the Use Agreement to Township; presentation of identification; and tender of the security deposit to the Township. Prior to the completion of all of these items the Use date will remain open and available for Use by others.

2. The Use Agreement and all other documents arising from the Use of the Premises are public records subject to disclosure to any member of the public upon request. Submission of the same to the Township constitutes acknowledgement of, consent to, and agreement with, such disclosure.
3. The security deposit will be forfeited if:
 - a) The Lessee leaves the Premises in unsatisfactory condition after Use;
 - b) The Lessee fails to secure the Premises after use;
 - c) The doors of the Premises are propped open, except when loading or unloading;
 - d) The Lessee, or a person brought, invited or suffered to remain upon the Premises by Lessee, enters areas of the building other than the meeting room and restrooms (excepting when using the emergency exit during an emergency);
 - e) The Lessee incurs damages or expenses as a result of the Use, as discussed in Paragraph 4;
 - f) The Lessee cancels the rental without giving the Township at least a five (5) day advance notice; or
 - h) The Lessee fails to obey any of the Rules and Regulations or breaches any term of the Use Agreement.
4. Lessee will be responsible for all damage to the Premises and its building, grounds, equipment or other property that occurs during the Use. Lessee shall likewise be responsible for any of Township's equipment or other property which is removed from the Premises, its buildings or grounds, or consumed during the Use. Forfeiture of the security deposit will not relieve the Lessee of responsibility for any losses, damages or expenses incurred by the Township which are in excess of the amount of the security deposit and Lessee shall be responsible for any such amounts in excess of the security deposit. Lessee shall be responsible for any costs of cleanup in excess of the security deposit.
5. The Premises is available for Use between the hours of 8:00 a.m. and 10:00 p.m., these hours to include setup and cleanup time.
6. The Premises consists solely of the meeting room and restrooms. Use of the balance of the building or its grounds is prohibited (see Use Agreement). No one shall enter other areas of the building, except when using the emergency exit in the event of an emergency.

7. Alcoholic beverages and drugs of abuse are prohibited on the Premises.
8. Smoking is prohibited within the Premises and all other areas of the building.
9. All deadly weapons and/or dangerous ordnance are prohibited on the Premises.
10. Gambling is prohibited on the Premises.
11. Any youth group is required to have an adult supervisor or a responsible adult present at all times during the Use.
12. Those using the Premises are responsible for leaving it clean and in order. All waste shall be removed from the premises. (Dumpster located on site.)
13. The maximum capacity of the Premises is 100 person's auditorium seating or 60 classroom seating. No User shall exceed such capacity, or permit a group in excess of such number to remain upon the Premises.
14. Normal set-up includes podium, classroom seating and head tables. The room shall be returned to the normal set-up format.
15. The Township encourages the Lessee to furnish their own audio video equipment if required. The Township may have available for rent a video screen and projector with laptop. If available, this equipment may be rented for \$15.00 per day and is subject to the forfeiture of the security deposit as detailed in the Use Agreement and Rules and Regulations.
15. All activities of a Lessee are to take place within the confines of the meeting room and all doors and windows are to remain closed, except that doors may be temporarily propped open during loading or unloading.
16. All personal property of Lessee shall be removed at the termination of the Use period. If such property is not removed at that time, it shall be deemed abandoned and subject to disposal by Township without compensation.
17. No Lessee shall use, or permit the use of, the Premises for retail commercial purposes, or for purposes of commercial marketing or promotional activity directed to the public.

**THE LIBERTY TOWNSHIP TOWNSHIP HALL RULES AND REGULATIONS ARE SUBJECT TO CHANGE
BY ORDER OF THE LIBERTY TOWNSHIP TRUSTEES**