

CONDITIONS OF USE

Springfield Township, Ohio ("Springfield Township") agrees to rent to the Individual/Group/Organization listed on contract ("Sponsor"), and Sponsor agrees to rent from Springfield Township, the Gazebo identified on the contract according to the following terms and conditions:

1. All of the information set forth by Sponsor pertaining to the intended Use of Gazebo, the number of people attending and the purpose and nature of the event are represented by Sponsor to be true and correct and is specifically incorporated into this Agreement. Any misrepresentation or inaccuracy in such information shall constitute sufficient cause for immediate termination of Sponsor's right to occupy the Gazebo on the stated Date(s) of Rental and shall result in forfeiture of any monies paid to Springfield Township.

2. Sponsor agrees that Sponsor will not maintain, commit or allow the maintenance or commission of any nuisance in or on the Gazebo, and that Sponsor will not allow the occupation or use of the Gazebo for any unlawful purpose.

3. Access to the Gazebo will be granted only within the times and dates set forth on contract. Time in shall include all Sponsor setup and time out shall include all Sponsor cleanup.

4. Sponsor is responsible for removal of all items brought into the Gazebo by Sponsor, Sponsor's vendors or attendees. Items not immediately removed at the end of the rental period shall be considered abandoned and Springfield Township may dispose of such items without liability to Sponsor, Sponsor's vendors or attendees.

5. A security deposit must be submitted with the completed contract. The security deposit shall be applied to the reasonable cost of any loss or damage suffered by Springfield Township that results from Sponsor's use of the Gazebo, including cleaning costs. Any unused portion of the security deposit will be returned to Sponsor within thirty (30) days following the Date(s) of Rental, together with an itemized statement of any deductions from the security deposit. Any inaccuracy in the Sponsor's address as set forth in the Applicant Information, above, shall result in forfeiture of the security deposit.

6. ***Entire balance of rental must be paid 14 calendar days prior to rental.*** If this Contract is accepted by Springfield Township within ten (10) days of the Date(s) of Rental, the rental fee shall be paid upon acceptance of the Contract by Springfield Township.

7. A \$35.00 fee will be charged to sponsor for any returned checks.

8. Event and clean-up must be completed by 11:00 pm on rental date.

9. All garbage and waste must be cleared from Gazebo, and any building and/or grounds used on day of rental and placed in dumpsters located on park grounds.

10. A favorable inspection report must be received from the Department of Public Services for return of deposit.

11. Sponsor's Use of Gazebo must comply with all Springfield Township Zoning Regulations.

12. **ALCOHOL IS NOT PERMITTED. NO EXCEPTIONS.**

13. No smoking is permitted on any part of the Gazebo, nor any of the entranceways to the Gazebo, including sidewalks and parking lots.

14. Unless otherwise authorized by law, pursuant to the Ohio Revised Code no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto the Gazebo.

15. Sponsor accepts the Gazebo in the current, "AS IS" condition it is in as of the Date(s) of Rental, subject to all defects therein, whether concealed or otherwise, except hidden defects known to Springfield Township and unknown to Sponsor which would not be discoverable through a reasonable inspection by Sponsor, and Sponsor releases and forever discharges Springfield Township from any and all damages of every kind and nature arising hereunder. Sponsor's taking possession of the Gazebo shall be conclusive evidence against Sponsor that the Gazebo was in good order and satisfactory condition when Sponsor took possession. Sponsor acknowledges that neither Springfield Township nor any agent or employee of Springfield Township has made any representations or warranties with respect to the condition of the Gazebo or with respect to the sufficiency of the Gazebo for Sponsor's intended Use of Gazebo.

16. Sponsor agrees to keep the Gazebo, together with all improvements, fixtures and equipment thereon, in a clean, safe, good and proper condition, and neither Sponsor nor any other person in the Gazebo during the Date(s) of Rental (whether or not an invitee of Sponsor) shall alter, remove, deface, damage or destroy the Gazebo or any improvements, fixtures, equipment, or other property thereon. If any such property is altered, removed, defaced, damaged or destroyed, Sponsor shall be liable to Springfield Township therefore, regardless whether Sponsor had knowledge of, participated in, or permitted the same and regardless whether the same was intentionally or negligently done. Sponsor further agrees that the security deposit shall not limit Sponsor's liability for such alteration, removal, defacing, damage or destruction.

17. Motorized vehicles shall not be driven on any area except the paved roadways or parking areas.

18. Springfield Township reserves the right to hold entire deposit if rental is cancelled no less than 14 days of rental date.

19. Rental fee returns due to inclement weather are at the discretion of the Springfield Township Administrator.

20. Springfield Township may refuse rental for reasons which include, but are not limited to; non-payment, abuse of facilities, lack of supervision, violating policy, etc.

21. Springfield Township reserves the right to eject any person or group of persons from the Gazebo that does not abide by the conditions set forth in this Contract or that engages in disorderly or disruptive behavior. Springfield Township may terminate this Contract if, in the sole determination by Springfield Township, the Use of Gazebo would be detrimental to the best interests of Springfield Township or whenever conditions otherwise warrant such termination. Springfield Township shall not be responsible for any loss or damage claimed by any person or group of persons by reason of any such ejection or termination.

22. Sponsor must have and provide proof of a current \$300,000 per occurrence liability insurance policy. Springfield Township is to be named as an additional insured. The Township Administrator can waive the liability insurance policy requirement for good cause shown.

23. To the fullest extent permitted by law, Sponsor shall indemnify and hold harmless Springfield Township, Ohio and its Trustees, officers, directors, administrators, agents, employees, representatives, affiliates, successors and assigns from and against any and all demands, claims, causes of action, fines, penalties, damages, losses and expenses (including, without limitation, attorneys' fees, court costs and litigation expenses) incurred in connection with or arising from (a) the condition, location, use and occupancy of the Gazebo by Sponsor or any person claiming through or under Sponsor, or the employees, representatives, agents, contractors, invitees or visitor of Sponsor or any such person, including the presence of coronavirus or other communicable contagion upon the Gazebo or within or upon any person on the Gazebo (b) any activity, work or thing done or permitted or suffered by Sponsor to be done in, on or about the Gazebo; (c) any acts, omissions, or negligence of Sponsor or any person claiming through or under Sponsor, or the employees, representatives, agents, contractors, invitees or visitors of Sponsor or any such person; (d) any breach, violation or non-performance by Sponsor or any person claiming through or under Sponsor or the employees, representatives, agents, contractors, invitees or visitors of Sponsor or any such person of any law, ordinance, State of Ohio Executive Order or Director Order, or other orders by the federal government, the state government, or a political subdivision of this state issued during and in response to a declared epidemic or other public health emergency or disaster, or governmental requirement of any kind; or (e) any illness, injury or damage to the person, property, or business of Sponsor, its employees, representatives, agents, contractors, invitees, visitors or any other persons entering upon the Gazebo under the express or implied invitation of Sponsor, unless such loss, damage or injury is a consequence of a breach of a duty undertaken by Springfield Township under this Contract. If any action or proceeding is brought against Springfield Township, Ohio, or its Trustees, officers, directors, administrators, employees, representatives, agents, affiliates, successors or assigns by reason of any such claim, Sponsor, upon notice from Springfield Township, Ohio, will defend the claim at Sponsor's expense with counsel reasonably satisfactory to Springfield Township.