

**SPRINGFIELD TOWNSHIP
SHELTER HOUSE
RENTAL CONTRACT**

7807 Angola Road
Holland, OH 43528

**For non-emergencies or after
business hours contact:**

Andy Hohlbein: 419-350-5506
Dave Tillman: 419-350-2011

For emergencies dial 911

Applicant Information:

Name (Individual/Group/Organization): _____

Resident _____ Non-Resident _____ Twp. Employee _____ Retired Employee _____

Designated Contact Person: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____

Alternate Telephone: _____

Email Address: _____

Return of Deposit Address:

Check here if same as above: _____

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Rental Information:

Date(s) of Rental: _____

Hours of use: _____ to _____

Expected Attendance: _____

Use of Shelter House (describe the intended use of the Shelter House, the event and the attendees):

Office use only: Key out: _____ Key in: _____

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 Shelter House identified on contract according to the following terms and conditions:

1. All of the information set forth by Sponsor pertaining to the intended Use of Shelter House, 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 Shelter House 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 the Shelter House, and that Sponsor will not allow the occupation or use of the Shelter House for any unlawful purpose.
3. Access to the Shelter House will be granted only within the times and dates set forth on this 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 Shelter House 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. **ALCOHOL IS PERMITTED, BUT MUST REMAIN ON THE PREMISES OF THE SHELTER HOUSE. NO EXCEPTIONS.**
6. 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 Shelter House, including cleaning cost. 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.
7. ***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.
8. A \$35.00 fee will be charged to sponsor for any returned checks.
9. Event and clean-up must be completed by 11:00 pm on rental date.
10. Table tops and picnic tables must be wiped and free of debris.

11. All garbage and waste must be cleared from the Shelter House, and any building and/or grounds used on day of rental and placed in dumpsters located on park grounds.
12. A favorable inspection report must be received from the Department of Public Services for return of deposit.
13. Sponsor's Use of Shelter House must comply with all Springfield Township Zoning Regulations.
14. No smoking is permitted in any part of the Shelter House, nor any entranceways to the Shelter House, including sidewalks and parking lots.
15. 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 into the Shelter House.
16. Sponsor accepts the Shelter House 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 Shelter House shall be conclusive evidence against Sponsor that the Shelter House 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 Shelter House or with respect to the sufficiency of the Shelter House for Sponsor's intended Use of Shelter House.
17. The novel coronavirus (COVID-19) and other communicable diseases may be contagious and are believed to spread primarily from person-to-person contact. Springfield Township is not responsible for the presence or prevention of coronavirus or other communicable contagion upon or within the Shelter House or within or upon any person in the Shelter House. The Sponsor and any person claiming through or under Sponsor, or the employees, representatives, agents, contractors, invitees or visitors of Sponsor or any such person, shall comply with applicable State of Ohio Executive Orders or Director Orders, 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. Springfield Township shall not be responsible for the enforcement of any such applicable orders, or for the violation of any such orders 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.

The Sponsor acknowledges that an inherent risk of exposure to COVID-19 and other communicable diseases exists in any public place where people are present. The Sponsor and any person claiming through or under Sponsor, or the employees, representatives, agents, contractors, invitees or visitors of Sponsor or any such person, voluntarily assume all risks related to exposure to COVID-19 and other communicable diseases and agree not to hold the Township and its officials, members, directors, officers, employees, staff,

agents, sponsors, volunteers and contributors liable for any illness or injury arising from or related to communicable contagion.

18. Sponsor agrees to keep the Shelter House, 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 Shelter House during the Date(s) of Rental (whether or not an invitee of Sponsor) shall alter, remove, deface, damage or destroy the Shelter House 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.
19. Motorized vehicles shall not be driven on any area except the paved roadways or parking areas.
20. Springfield Township reserves the right to hold entire deposit if rental is cancelled no less than 14 days of rental date.
21. Rental fee returns due to inclement weather are at the discretion of the Springfield Township Administrator.
22. 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.
23. Springfield Township reserves the right to eject any person or group of persons from the Shelter House 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 Shelter House 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.
24. 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.
25. Key to Shelter House can be picked up at the Springfield Township Administration Office 2 business days prior to rental date.
26. Key to Shelter House must be returned to the Springfield Township Administration Office 2 business days after rental date. **If key is not returned, sponsor will forfeit deposit.**
27. 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 Shelter House 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, including the presence of coronavirus or other communicable contagion upon or within the Shelter House or within or upon any person in the Shelter House; (b) any activity, work or thing done or permitted or suffered by Sponsor to be done in, on or about the Shelter House; (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 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 Shelter House 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.

The person signing this Contract on behalf of Sponsor represents that such person has the authority to sign on behalf of the Sponsor and to bind the Sponsor to the terms set forth herein, and Springfield Township shall be entitled to rely on such representation and authority. The person signing this Contract on behalf of Sponsor shall be personally responsible if such representation and authority is not true.

SPONSOR:

SPRINGFIELD TOWNSHIP, OHIO

(Name of Individual/Group/Organization)

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

FOR OFFICE USE ONLY

Date application received: _____

FEES:

Deposit: _____ Shelter House Rent: _____ Total Due: _____

Date deposit paid: _____ Check# _____ CC# _____ Receipt# _____

Date rent paid: _____ Check# _____ CC# _____ Receipt# _____

Proof of liability insurance received ___ yes ___ no _____ waived by Administrator
(initials)

Authorized Signature

Title

Date