

**SHARON TOWNSHIP
RENTAL USE AGREEMENT FOR THE GAZEBO
Mailing Address: PO Box 7, Sharon Center, OH 44274**

PERSON/ORGANIZATION _____

ADDRESS _____ PHONE NUMBER _____

TYPE OF ACTIVITY/PURPOSE OF USE _____

DATE AND TIME TO BE USED _____

The applicant agrees to the following:

1. No vehicles are permitted in the park. Users will be assessed chargers for any damages to grounds and/or facilities.
2. Applicant must be 21 years of age to rent the Gazebo.
3. No alcoholic beverages are permitted on the premises.
4. There is a **\$250.00** refundable security deposit due at the time of booking. The Township shall refund the security deposit to Applicant provided that the Applicant or anyone attending Applicant's event, has not caused damage to the premises, its contents and/or the premises grounds and has adhered to any specific usage rules and regulations. Applicant agrees that the deposit will not be refunded if it is determined by the Township in its sole discretion, that the Gazebo and/or Township property is left in unsatisfactory condition.
5. There will be no charge for government-related organizations and non-profit organizations with 501(C)3 status. A fee of **\$25.00** per day for residents of Sharon Township will be charged. The Gazebo is to be rented to Sharon Township residents only. This fee must be paid within seven (7) days of making the request to hold the reservation. Make checks and/or money orders payable to Sharon Township Trustees. Payment may be made in person at the Sharon Township Administration Building or sent by mail to the Sharon Township, PO Box 7, Sharon Center, Ohio 44274.
6. Should the use of Township owned tables or chairs be requested, the Applicant must also reserve the Town Hall at a fee of **\$100.00** per day. If the Town Hall is rented on that day, Applicant may call and check availability of the tables and chairs through the administration building at 330-239-4406. There will be no charge for the first six uses per year for government-related organizations and non-profit organizations with 501(C)3 status.
7. There shall be no use of nails, tacks, pins, staples, tape or like items that will penetrate any portion of the Gazebo, inside or out, for decorations, posters or signs. Already provided and placed hooks are to be used in placement of decorations. Removal of or movement of any Township decoration and flower baskets and/or arrangements is not permitted. Additional fees may be charges for any damages and held from the security deposit.
8. All litter/garbage must be picked up and placed in plastic bags in the containers provided behind the Town Hall. If necessary, users will be charged a cleaning fee which may be held from the security deposit.
9. Music volume must be adjusted as to not disturb the neighborhood.
10. The premises shall not be used for any purpose other than the one described above unless permission is first acquired for the additional use. Applicant's use of the Premises shall be in accordance with Health Department mandates and in a lawful, careful, safe and proper manner. Applicant shall carefully preserve, protect, control and

guard the same from damage. The Premises shall be used only by the Applicant and Applicant's guests for the purpose outlined above and for no other purposes without the prior written consent of Township.

11. To conduct its activities on Sharon Township property so as not to endanger any person or property.

12. Applicant shall indemnify, defend and hold harmless Sharon Township, the Sharon Township Board of Trustees and their officers, agents and employees from and against any liability, loss, cost, injury, damage, or other expense that may occur or be claimed by or with respect to any person or property on or about the Premises resulting from the use, misuse, occupancy, or possession of the Premises by Applicant, its agents, employees, licensees, invitees or guests. Except where any loss, cost, injury or damage is the result of Sharon Township's sole fault or negligence, Sharon Township, the Sharon Township Board of Trustees and their officers, agents and employees shall not have any liability for any loss, cost, injury or damage to Applicant or Applicant's employees, agents, licensees, invitees, or guests or to any property of such persons. Sharon Township shall not be responsible or liable for loss or damage to the contents of the Premises, regardless of who owns the contents and regardless of how or by whom the loss or damage is caused.

13. That Sharon Township reserves the right to terminate this agreement or to remove Applicant and any of the Applicant's guests in the event the requirements of this agreement are violated or in the event any dangerous, disruptive, or unlawful activity is permitted to occur on Sharon Township property during the time covered by this agreement.

14. The Sharon Township Trustees or their representative shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, however, the Sharon Township Trustees shall not unreasonably interfere with Applicant's use of the Premises.

Name (Please Print): _____

Signature: _____

Date: _____

Address _____

Phone Number _____

Amount Received: _____

Received By: _____

Check #: _____

Amount Refunded: \$ _____

BY ORDER OF THE SHARON TOWNSHIP BOARD OF TRUSTEES.