

**VILLAGE OF
PHILLIPSBURG
Hall Rental Agreement**

This Rental Agreement is entered into by and between the VILLAGE OF PHILLIPSBURG (“The Village”) and the Renter as identified herein.

PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the covenants and conditions under which The Village agrees to rent The Community Center or The Hunter’s Club to the Renter. Such rental shall occur on the date(s) and for the times identified herein. The purpose of the rental shall be for the event(s) identified herein.

RENTER INFORMATION

Name of Renter: _____

Name of Person in Charge: _____

Street Address: _____ City: _____ State: _____

Zip Code: _____

Renter Telephone Contacts:

Home/Business: _____ Cell: _____ Work: _____

Person in Charge Telephone Contacts:

Home/Business: _____ Cell: _____ Work: _____

Email: _____

EVENT INFORMATION*

Date(s) of Use: _____

Times of Use:

Start: _____ AM/PM End: _____ AM/PM

Type/Description of Event:

*Collectively, event information hereinafter (“Event”).

Location of Event: _____ The Community Center
 _____ The Hunter’s Club

SECURITY DEPOSIT / RENT

In exchange for the use of The Community Center or The Hunter’s Club for the Event, the Renter agrees to pay the TOTAL SECURITY DEPOSIT / RENT as indicated in the chart below. The TOTAL SECURITY DEPOSIT / RENT is due in full on the date this Contract is signed.

TOTAL SECURITY DEPOSIT	
TOTAL RENT	
TOTAL DUE	

Payment:

- Payment shall be made by cash, personal check, or money order.
- All checks or money orders shall be made payable to The Village of Phillipsburg.

Return of Security Deposit:

The security deposit is refundable and shall be returned to the Renter following the Event assuming all of the following conditions are met:

- The Community Center or The Hunter’s Club, the surrounding grounds, all furnishings, all equipment, and any and all surrounding Village of Phillipsburg property used in connection with the Event (“Grounds”) are returned clean, undamaged, and in the same condition in which they were found.
- All furniture and equipment used in connection with the event is returned to the location where it was found and/or is returned to the person from which it was received.
- The Community Center or The Hunter’s Club and Grounds are promptly vacated at the time stated herein at the end of the Event.
- Any and all keys to the building or rooms therein are returned to The Village at the time and place designated by The Village agent.
- The Village does not incur any damages or expenses as a result of the Rental.
- In the event of a cancellation, Renter gives at least seven (7) days’ notice to The Village.

If any of the above conditions are not met, The Village may retain any portion or all of the security deposit.

RULES GOVERNING THE USE OF THE COMMUNITY CENTER OR THE HUNTER'S CLUB

In consideration of the use of The Community Center or The Hunter's Club, the Renter agrees to comply with the following rules governing the use of The Community Center or The Hunter's Club and Grounds:

1. No illegal activities are permitted in The Community Center or The Hunter's Club or on the Grounds.
2. No alcoholic beverage sales are permitted The Community Center or The Hunter's Club or on the Grounds. The use of alcoholic beverage shall not be the primary purpose of the Event. No open containers of alcoholic beverages are permitted outside of The Community Center or The Hunter's Club.
3. No smoking is permitted inside The Community Center or The Hunter's Club or on the Grounds, including in the surrounding Park.
4. All deadly weapons and/or dangerous ordinance are prohibited.
5. Charging admission to The Community Center or The Hunter's Club is prohibited.
6. Maximum capacity of The Community Center is _____ and the maximum capacity of The Hunter's Club is _____.
7. A completed contract is the only way to secure a rental location and date.
8. The Renter shall clean The Community Center or The Hunter's Club and remove all trash from the trash cans. Used trash bags shall be deposited in the dumpster located in the parking lot. The Renter agrees to replace all chairs and tables to their original location. If the Renter fails to comply with this rule, the Renter is subject to forfeiting the security deposit.
9. The Renter agrees to pick-up and return the key(s) at the place and time designated by the Village agent. If the key and/or keys are lost or not returned, the Renter agrees to forfeit the security deposit.
10. The Community Center or The Hunter's Club and The Grounds must be vacated by the scheduled end time of the Event.
11. Children and youth groups shall have adult supervision at all times.
12. No tape, tacks, nails, screws, glue, or other adhesive agents shall be used on any walls, ceilings, or floors.

The Renter agrees to make all guests or persons attending the Event aware of the above rules and shall take responsibility for any guest or person attending the Event that fails to comply with the rules. A failure to comply with the rules is grounds for The Village to immediately evict and eject the Renter and retain the full security deposit. The Village reserves the right to exercise supervisory authority and to prevent unauthorized or illegal activities on Village property. The Village reserves the right to deny future use of The Community Center or The Hunter's Club to any person/entity/organization that fails to comply with the above rules.

TERMS AND CONDITIONS

In consideration of the use of The Community Center or The Hunter's Club, the Renter agrees to rent The Community Center or The Hunter's Club from the Village subject to the following terms and conditions:

Indemnity:

To the fullest extent of the law and without limitation, the Renter agrees to indemnify and hold free and harmless the Village of Phillipsburg and all of their respective officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Renter's or any guest of the Renter's use of any Room, Building, and/or Grounds and/or the actions or omissions of the Renter, any guest of the Renter, or any other person that the Renter allows or permits to be in any Room, Building, and/or on the Grounds. The Renter agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Renter shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Renter further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Renter shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

Damage to Property:

The Renter shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Renter, any guest of the Renter, or any other person that the Renter allows or permits to be in the Room, Building, and/or on the Grounds.

Termination:

The Renter may terminate this Agreement at any time at least seven (7) days prior to the day of the Event and for any reason by providing written notice to The Village. Under such circumstances, the Renter shall be entitled to receive a refund of the security deposit and any rent paid.

The Renter may terminate the Agreement within four (4) or fewer days of the Event by providing written notice to The Village, however, under such circumstances, The Village shall be entitled to retain the entire security deposit.

The Village may terminate this Agreement at any time and for any reason by providing written notice to the Renter. If The Village terminates this Agreement, the Renter shall be entitled to receive a refund of the security deposit and any rent paid.

Notices:

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, and shall be effective on the date received. Notices to the Renter shall be delivered to the address for the Renter as indicated in the Renter Information section above. Notices to the Board shall be delivered to the following address:

The Village of Phillipsburg
10868 BROOKVILLE-PHILLIPSBURG RD.
P.O. BOX 172
PHILLIPSBURG, OH 45354

Governing Law:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Montgomery County, Ohio.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

Entire Agreement:

This Agreement, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

Signatures:

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

RENTER

Signature of Renter

Date

Printed Name of Renter

VILLAGE OF PHILLIPSBURG

AUTHORIZED REPRESENTATIVE

Date