

FRANKLIN TOWNSHIP, LICKING COUNTY OHIO
Township Community Center Resident Rental Agreement

Adopted by the Board of Township Trustees of Franklin Township

This Rental Agreement is made and entered into upon the execution of all parties hereto, between the Franklin Township Board of Trustees, of 13200 Fairview Rd., Newark, Ohio 43056, hereinafter "Township", and _____, of _____, hereinafter "Applicant", for the rental of the following space in the building located at 11152 Flint Ridge Road, Newark, Ohio 43056, as follows:

_____ Trustee Meeting Room

_____ Community Room #1 & #2 plus Kitchen

Board of Township Trustees of Franklin Township is the owner of the real property located at 11152 Flint Ridge Road, Newark, Ohio 43056 and all buildings, fixtures, equipment and supplies located on said property.

The adoption of Resolution Number 8032009 on the 3rd day of August, 2009, which approved renting of the rooms listed above for events, authorizes any one of the Franklin Township Trustees or the Fiscal Officer to enter into a rental agreement on behalf of the Board provided that no changes are made to this Agreement.

ARTICLE I: TERM OF CONTRACT

The rental period begins at _____AM/ PM on the _____ day of _____, _____ and ends at _____AM/PM on the _____ day of _____, 2017.

ARTICLE II: DEPOSIT AND RENT

1. Applicant agrees to pay Township rent for each day said premises are used during the rental period in accordance with the following fee schedule:

\$50 rental fee for each day of use by a resident and \$100 for a non-resident.

2. The parties agree that the rent provided in the above fee schedule includes the use of any associated fixtures, furniture, appliances, and equipment.

3. The rent shall be paid in full to the Franklin Township Fiscal Officer at least 24 hours prior to taking possession of the property. If the rental period is scheduled over 7 days in advance, the rent shall be received in full by the fiscal officer at least 7 days prior to the rental period.
4. Should the rent not be paid in full by the deadlines established in above, the Township has the right to terminate this contract and rent the room to another applicant. Applicant shall not use the room prior to the rent being paid in full or fully secured.

ARTICLE III: CONDITIONS

1. Applicant and all invitees shall obey all laws, rules, regulations, and/or resolutions affecting said premises.
2. Applicant agrees to be responsible for all conduct on the premises during the rental period.
3. Applicant will not permit the premises to be used in any manner which may be deemed to be a health or safety concern to any person or property by any Township Trustee or the Fiscal Officer; or any act that may damage the building or be a nuisance or menace to the occupants of neighboring premises.
4. Applicant will not permit smoking in the building.
5. Applicant will not permit alcohol on the grounds nor in the building, unless the Township Trustees waive this Section by unanimous vote.
6. Applicant agrees that if the Hall is to be used for public or private exhibitions, Applicant will contact the fire chief, or his representative, to determine if combustibles will be introduced into the building through rental activity. If the fire chief or his representative determines that the level of combustibles to be introduced warrants monitoring, the Applicant must contract privately for one or more certified, uniformed fire fighters to be present at all times to monitor for fire control.
7. Applicant agrees to allow the Township, its Fiscal Officer, any Township Official and all law enforcement officers free access to the rented premises.
8. Applicant agrees to vacate premises at the termination of the rental period. Failure to do so will result in additional rental fees being charged to Applicant in accordance with the fee schedule.

ARTICLE IV: TERMINATION; BREACH

1. Failure to abide by any term of this contract constitutes a breach of this contract.
2. Breach of this contract by Applicant will result in the forfeiture of the security/damage deposit to Township.
3. This rental agreement may be terminated in advance of the rental period by Applicant upon written notification received by the Township 24 hours or more before the start of the rental period. If the Applicant terminates this rental agreement less than 24 hours before the start of the rental period, the Applicant forfeits his security/damage deposit to Township.
4. The Township may terminate the rental agreement at any time prior to Applicant taking possession of the property. Township may terminate this rental agreement and cause the removal of all persons from said property during the rental period for any act that any Township Trustee or its Fiscal Officer believes in good faith to be a violation of the conditions of this rental agreement.

ARTICLE V: DAMAGES

1. Applicant shall be solely responsible for any damages incurred by the property rented as a result of Applicant or any person attending the event's use of the property.
2. Applicant agrees that upon vacating the rented premises, Applicant will have the premises in a clean condition free from accumulated debris and with no damages. Clean and free from debris includes but is not limited to removing all decorations; bagging and depositing all trash in the blue Big O totes by the fire doors, cleaning the kitchen including wiping up any spills on floors, counter-tops, food-preparation areas, and cabinets; removing all food items, utensils, personal property, etc, brought into the building for the event; and wiping off all tables used during the event.
3. Township agrees to provide floor-cleaning equipment only, including mops, brooms and a mop bucket. All other cleaning supplies are to be provided by Applicant.
4. Applicant agrees that upon vacating the rented premises, Applicant will secure the premises including all doors are shut and locked, and all fans, lights and appliances, excluding the refrigerator, are turned off.

ARTICLE VI: INDEMNIFICATION

1. Applicant shall defend, pay on behalf of, indemnify, and hold Township, including any officers, agents and employees of Township, harmless against any and all claims, suits, damages or liability arising out of, or connected with, the rental and use of the premises pursuant to this rental agreement including, but not limited to, all costs associated therewith and attorney fees.
2. Applicant agrees to be solely responsible for any claims related to personal property left on the premises during and after the termination of the rental period and that the Township, including its officer, agents and employees, will not be held responsible in any way for loss or damage to personal property left on the rented property after the termination of the rental period.

ARTICLE VII: GENERAL PROVISIONS

1. If Applicant or the Township fails to perform any obligation under this contract, and thereafter such failure is waived by the other party, such waiver is limited to that particular failure and shall not be deemed to waive other failures hereunder. Waiver by either party is not effective unless it is in writing signed by the Township Fiscal Officer, a Township Trustee or an agent of the Township, granting the waiver.
2. This writing constitutes the entire agreement between the parties with respect to all matters herein. There are no promises, terms, conditions, or obligations other than those contained within this Contract. This Contract shall supersede all previous communications, representations, or contracts, either written or verbal, between the parties to this Contract.
3. This Contract may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments.
4. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.
5. Should any portion of this Contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of this Contract impossible.

ARTICLE IX: ACKNOWLEDGEMENT

By signing below, Applicant agrees to be bound by the terms of this contract.

Township

Date

Applicant

Date

Applicant's Phone:() -

Date Rent Paid
Revised 8-1-2011

Received by

Applicant's Initials