

Village of Pioneer

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409 South State Street
Pioneer, Ohio 43554

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Alan Fiser
Dean Frisbie
Joseph Nickloy
Trevor West
Bryan Gendron
Brock Zuver

Pioneer Community Center Rental Agreement

1. The Village of Pioneer agrees to rent the Community Center, which is located at the corner of Elm & First Streets in the Village of Pioneer, to the individuals whose signature appear below (hereinafter "Renters").
2. The Purpose of the rental is: _____.
3. The date of the rental is: _____.
4. The time of the rental is: _____.
5. The rental price shall be the total sum of \$ _____ which shall be paid in full when this Agreement is signed. The rental monies will be refundable in full only if the required notice has been given to the Village of Pioneer. The Renters must give sixty (60) days advanced notice to the Village of Pioneer Clerk's Office before any money will be refunded. Rentals cancelled with less than sixty (60) days advanced notice will not receive a refund unless the Village of Pioneer finds another Renter for that date.
6. The Renter agrees to abide by ALL STATE LAWS, Village Ordinances and all rules contained within this rental agreement during their use of the Community Center.
7. **The Renter shall vacate the premises by 1:00 a.m. on the night of the rental. Failure to vacate by such time may result in the loss of Renter's deposit and appropriate additional charges.**
8. **Proof of Liability Insurance:** The Renter agrees to provide the Village with a certificate of personal liability insurance extending coverage for the rental of the Community Center in a minimum amount of \$500,000 of liability coverage.
9. **No Early Access to the Premises:** The Renter agrees NOT to enter the premises until the date stated in the rental agreement, even if they are in possession of the keys to the premises at an earlier point in time. Early entry will result in loss of deposit and imposition of additional charges for the extra rental date.
10. **Alcohol Policy:** The Community Center is not a licensed establishment for the consumption of alcoholic beverages. Renters agree not to serve or permit the consumption of any alcoholic beverages on the premises if the purpose of the rental usage is open to the public, unless the Renters obtain an appropriate permit from the Ohio Department of Liquor Control. This alcoholic beverage prohibition shall not apply to any private party. Regardless of whether it is a public or private party, Renters shall not permit the consumption of any alcoholic beverages by any underage persons.
11. **Reimbursement for Damages:** The Renters agree to reimburse the Village of Pioneer for the entire cost of any repairs made necessary due to any damage occurring to the Community Center while being used by the Renters.

12. **Clean Up:** The Renters agree to clean up the premises and restore the premises to the conditions listed at the end of this agreement and in accordance with any other rules and regulations set forth by the Village of Pioneer Council.
13. **Indemnification:** Renter shall indemnify the Village against, and hold the Village harmless from, all claims, actions, proceedings, damages, and liabilities, including attorneys' fees, arising from or connected with Renter's possession, use, and return of the rented property.
14. **Right to Cancel:** The Village reserves the right to cancel this Agreement at any time for any misrepresentations or false information regarding the use of the premises.
15. **Applicable Law:** This Rental Agreement and the construction of such shall be governed by the laws of the State of Ohio.
16. **Limitation on Liability:** THE MAXIMUM LIABILITY, IF ANY, OF THE VILLAGE FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM VILLAGE'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WITH RESPECT TO THE RENTAL OF THE SHELTER HOUSE, OR ANY SERVICES IN CONNECTION WITH THE COMMUNITY CENTER, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE RENTAL PRICE STATED HEREIN. IN NO EVENT WILL THE VILLAGE BE LIABLE TO RENTER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. **Severability:** If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and will in no way be affected, impaired or invalidated.
18. **Entire Agreement:** The terms and conditions contained in the Agreement are the entire agreement of the parties. Any terms or conditions not contained herein are not a part of this Agreement unless specifically agreed to in writing and made a part of this Agreement.

*****ANY EVENT ADVERTISED WITH SIGNS OR POSTERS OUTSIDE OF THE AREA MUST BE COLLECTED AFTER THE EVENT*****

By signing this rental agreement, I understand, agree with, and agree to abide by all the rules, regulations and conditions set forth herein. I also agree that should any issues arise concerning the Village's property, I will immediately contact the Village of Pioneer Police Department and inform them of the matter.

This agreement is subject to approval by the Village and shall not be considered binding upon either party until so approved below.

Renter's Signature

Renter's Printed Name

Renter's Address

Renter's Phone Number

Renter's Address (continued)

Date

Village Approval:

Agent for the Village

Date

In order to receive a full or partial refund of your clean-up deposit the following conditions must be met:

1. All decorations and tape must be taken down and removed from the walls, tables and building
2. All tables and chairs must be returned in the same order as listed on the diagram on the kitchen bulletin board. If the table pattern is changed or tables are taken down, please restore the tables and chairs to the condition listed on the diagram. All tables should be wiped clean prior to placing the chairs upside down on the tables.
3. No chairs are allowed in the foyer traffic lanes. These are fire lanes and must be kept open.
4. The entire floor must be swept, including the kitchen and restrooms. All spills must be mopped. All black marks must be removed from the floors by firmly rubbing the floor with a wet mp or your shoes. Do not use abrasives to clean the floor. Cleaning solution for mopping the floor is located under the kitchen sink. Use 2-3 pumps of the solution per yellow mop bucket full of water. Use 1-2 pumps of the solution for the small bucket.
5. Restrooms must be kept clean. Countertops must be wiped off and the trash containers must be emptied.
6. The kitchen must be cleaned and mopped. Countertops must be wiped off. Everything must be removed from the refrigerator before leaving. Renter must empty the refuse containers and replace the trash can liners.
7. No kegs are allowed in the refrigerator. The shelf supports will not hold that much weight.
8. All trash must be placed in the dumpster on the north side of the community Center. You will find an ample supply of trash bags in the kitchen cupboards to the right of the sink. Dish and bar towels are in the drawer under the pass through window in the kitchen.
9. If anything is damaged or stolen during your rental, you are responsible and will be charged accordingly.
10. The agreed time in your rental agreement is the only time that you may occupy the Community Center. You must have the building cleaned and all your items removed by the end of your rental time, in order to receive a full refund. You may not come back the next day to clean. You will be charged for the next day's rental.
11. Trash bags, towels, and cleaning supplies are supplied for your use.
12. The keys to the building must be returned to the Village of Pioneer Clerk's Office promptly. The keys can be dropped off in the night deposit box if this is more convenient.
13. Absolutely no confetti, rice, or bird seed allowed in the building.
14. The fireplace is for decoration only. There is no chimney.
15. Extra parking available at the tennis courts.
16. No alcoholic beverages are allowed outside of the building.

17. Keys must be returned to the Village Administrative Office.

Your cooperation in keeping the Community Center the fine facility that it is will be greatly appreciated.

Rental Rates for the Community Center (Private Events & Non-Profits)

Sunday - Thursday (8:00 a.m. - 1:00 a.m.)	\$100.00/day
Friday 8:00 a.m. - 1:00 a.m.	\$250.00/day
Saturday 8:00 a.m. - 1:00 a.m.	\$300.00/day
Friday & Saturday Package	\$425.00

A non-profit organization holding a non-profit event may rent the building for \$50.00, Monday-Thursday from 5:00 p.m. - 1:00 a.m. **A \$100.00 deposit is required and will be refunded if above conditions are met.**

Afternoon Funeral Dinners rental price is \$50.00 and a refundable cleaning deposit of \$50.00 is required.

There is a \$100.00 clean-up deposit required for Monday – Saturday. **A \$150.00 clean-up deposit for the Friday/ Saturday package and \$50.00 for Sunday rental.** This is refundable only if all conditions stated in the rental agreement are met. This deposit will also cover limited damage's to the building or contents.

Commercial Use Rates: Mon-Thurs (per day) \$100 Deposit & \$300 Rent, Friday-Sunday (per day) \$100 Deposit & \$500 Rent, Friday & Sat.-\$150 Deposit & \$750 Rent, Sat. & Sunday-\$150 Deposit & \$750 Rent, and Friday-Sunday-\$200 Deposit & \$1,000 Rent.