



8170 Mapleway Drive
Olmsted Falls, Ohio 44138
Phone: (440) 427-1599
Fax: (440) 235-4118
www.olmstedcc.com

OCC RENTAL AGREEMENT/APPLICATION

Please observe our "NO SMOKING" policy
(smoking permitted **ONLY** in grassy area outside parking lot)

I. RENTAL AGREEMENT

1. **Damage to Facilities:** Any organization or group using the facilities shall be responsible for any damage done to these facilities, and shall be held liable and responsible to the Olmsted Community Center, or its designated agent, for the total amount of the damages.
2. **Permit Responsibility:** The group or organization using the facilities shall indemnify and hold harmless the Olmsted Community Center, the Board of Trustees of the Olmsted Community Center, its agents and employees, the individual members thereof, and any and all employees from any loss, damage, liability, or expense that may arise during, or be caused in any way by such use or occupancy of facilities and from any liability for personal injury, death, or property damage including costs of suit and reasonable attorney fees that may arise out of such use.
3. **Safety and Liability:** The Olmsted Community Center may require the renting organization to provide parking attendants, fire and police supervision and liability insurance if the crowd or program warrants. The Olmsted Community Center requires all renting groups to protect themselves with a public liability policy of not less than \$100,000/\$300,000 bodily injury and \$50,000 property damage or a single limit coverage policy of \$300,000 to cover both bodily injury and property damage. **The renting group must give the Olmsted Community Center a copy of the liability insurance policy.**
4. **Legal Rights:** In consideration of being allowed to use the facilities of the Olmsted Community Center, the undersigned for themselves and all members of their organization as well as the heirs, personal representatives and assigns of any of them, hereby waive all rights to file suit against the Olmsted Community Center, its agents or employees to recover damages by reason of personal injury, death or property damage. The undersigned understands and agrees that this document constitutes a waiver of legal rights and voluntarily agrees to the same.
5. **Permanent Fixtures:** Permits for the use of the kitchen do not include the use of cooking food in the industrial-sized oven and/or stove (with the exception of the warming oven and microwave oven), visual aide equipment, public address systems, special lighting equipment, or music equipment, unless specifically provided for in the agreement. In general, any furniture or equipment which does not require moving from room to room, and not locked up, may be used by those renting the room.
6. Use of tobacco in any form, possession and/or use of drugs are prohibited in the facility. Smokers are only permitted to smoke outside in the grassy area along the parking lot. Absolutely no smoking is permitted inside or outside the entrance/exit doors. With prior approval at the time of reserving the facility, the consumption of alcohol shall be permitted by legal-aged individuals, but the sale of any alcohol is prohibited.

Initial

_____ I agree that I have read Numbers 1-6 above.

7. Fire and safety regulations of the City of Olmsted Falls and the State of Ohio must be followed at all times.
8. The activity must be under competent adult supervision at all times. Small/young children are to be supervised at all times. No bouncing of balls in the hallways.
9. Game Equipment: Game table equipment rental (pool sticks, foosball, air hockey) must be prearranged and signed out at the time of rental and signed back in and returned to proper location in kitchen when event has finished. No portable equipment shall be taken from the premises.
10. Any organization which charges admission shall be responsible for full compliance with applicable Federal and State statues concerning games of chance, tax payments, etc.
11. The granting of a permit for the use of any part of the building or grounds confers no privilege for rehearsals or for any facilities or equipment other than those mentioned in the permit.
12. All persons using the gymnasium for athletic contests must wear only rubber-soled shoes that are non-marking or non-scuffing. (No black soles)
13. There must be no nailing to floors, walls, or fixtures, no paint dropped on any part of the building and building equipment must not be marked or defaced in any manner.
14. In the event of any dispute or controversy regarding the true interpretation or meaning of anything contained in this guideline, the judgment of the Director concerning such controversy or dispute shall be final.

Any violation of the above rules may result in cancellation of contract with no refund of fees.

Rules and regulations of this contract may change without notice.

Initial

_____ I agree that I have read Numbers 7-14 above & agree with pages 1-2 of this Agreement.



VOID UNTIL SIGNED BY
OCC STAFF
AND DEPOSIT PAID

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II. RENTAL APPLICATION

Please observe our "NO SMOKING" policy
(smoking permitted ONLY in grassy area outside parking lot)

DATE(S) Requesting: M-T-W-TH-F-SA-SU (circle day(s) requesting)
ROOM(S) Requesting:
TIME ENTERING BUILDING: A.M./P.M. TIME LEAVING BUILDING: A.M./P.M.
(Kitchen facilities not available for cooking)

Individual Responsible: Full Name DOB: (Required)

Street City ZIP Home / Cell Phone (Best Contact No.)

Purpose: EMail: (Required) Expected Attendance:

Special Needs/Instructions/Equipment:

COMPLETE THIS SECTION ONLY IF APPLICABLE:

Organization Name: Total Members in Group:
Organization Address:
Phone: Website: E-Mail:

20% discount given with five or more hours in one day

Please allow for set up and clean up in your rental time. You will be responsible for all set up of tables and chairs.
Clean-up: Facilities must be returned to same condition as found. If cleaning is needed, you agree to be billed at \$40 per hour.

Table with columns for location, hours, and rates. Locations include Gymnasium, Hawkins Hall, Schuster Room, Dakota's Dance Studio, Fitness Studio, and Kitchen.

(Includes: refrigerator, coffee pot, microwave, sink & warming oven)

TOTAL FEE (per use): = \$ 1/2 down due to hold reservation

CASH CREDIT CHECK# \$

(Any cancellations within 14 days of an event will be charged a \$10.00 fee)

BALANCE DUE: \$ Due 4 days before event

NOTICE: This document involves important legal rights. Read it carefully before signing.

Signature of Applicant Date Signature of OCC Staff Date

The adult person affixing his/her signature on the permit is the responsible representative of the renting group or organization and assumes these risks and liabilities in the name of the group or organization. This person also accepts the responsibility of making sure all participants are aware of the rules and regulations of this contract. The above-named organization agrees to accept the rules and regulations as set forth on the following pages of this agreement.

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

1. I agree that I am personally responsible for my safety and actions of my child (if applicable) and myself (and, if applicable, all those in attendance using the space for which I am renting at the Olmsted Community Center) while using the facilities at the Olmsted Community Center. I agree to comply with all OHSAA and the Ohio Department of Health policies and rules, including but not limited to all Olmsted Community Center's policies, guidelines, signage, and instructions. Because the Olmsted Community Center is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself, and on behalf of those attending the gathering for which I am renting space at the Olmsted Community Center and/or the program for which my child is participating in, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Olmsted Community Center, its board members, administrators, coaches, instructors and employees (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the Olmsted Community Center, or otherwise, while participating in any activity while in, on, or around the Olmsted Community Center and/or while using any of Olmsted Community Center's facilities, tools, equipment or materials.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities(including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Olmsted Community Center's facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Olmsted Community Center to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Ohio law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of Ohio lifts all COVID-19 related mandates.

Please list name of room(s) being rented or program registering for (Required):

Signature of child participating in program (if applicable): _____

Print Child's Name: _____

Signature of Renter or Parent/Guardian (Required): _____

Parent/Guardian Name (Required): _____

Today's Date (Required): _____