

City of Napoleon
Shelterhouse/Community Center Rental Agreement

Terms and Conditions

1. This rental agreement is for the date, time and amount(s) specified in the application and the terms contained therein are part of this agreement, such application incorporated into this agreement by reference thereto as if fully rewritten.
2. Security payment held by the City shall be forfeited in full or part, as determined in the sole discretion of the City, in the event that all keys are not returned within 24 hours after the rental period, excluding any day the City is not open for business; or, in the event damages occur to the premises; or, when the facility is not cleaned after use. Any forfeiture of the deposit does not bar recovery by the City for other damages it may be entitled.
3. No alcoholic beverages are permitted on the premises.
4. Tenant(s) and guests shall obey all laws, rules and regulations in effect at the time of the use.
5. Tenant(s) agrees not to sublet the facility.
6. Tenant(s) agrees to be responsible for all damages caused by them or their invited guests.
7. Tenant(s) agrees not to unreasonably disturb neighboring properties.
8. Tenant(s) agree to pay holdover penalties on a pro rata basis; however, the payment of such penalties does not apply or give any right of holdover to tenant.
9. Tenant shall not attach by nails or staples any items to the facility; nor, shall other substances be used as to damage the premise.
10. Tenant(s) shall not place items at or on the facility as to cause injury to themselves or others.
11. Utilities available on the premises will be paid by the City.
12. The City shall not be held liable due to unavailability of the facility for reason beyond the City's control.
13. Tenant(s) agree to bear the risk of loss for all damage and/or injury of any kind or nature to any person using the facility or their invited guests, including loss of property or damages, during the rental period, except loss as a direct result of gross negligence by the City; moreover, Tenant(s) agree to indemnify and hold harmless the City, its officials, officers, employees and volunteers, against all claims and demands made for damages, injury or death or the loss of property and/or services, arising from or growing out of use of said facility, including but not limited to all costs, judgments, expenses and attorney fees, except loss caused directly by the gross negligence of the City. This assumption of liability and agreement to indemnify and hold harmless shall be binding on both the individual and organization renting the facility.
14. This agreement is controlled by the Laws of Ohio. In the event a court of competent jurisdiction finds any provision invalid, only that provision shall be held invalid and the remainder shall be considered valid.
15. This is the complete agreement; oral representations have no binding affect.

Person signing the Agreement accepts the terms and conditions, without exception, and warrant that, if executed on behalf of an organization, that they are fully authorized to execute this document. Any unauthorized signing may impose personal liability on the person signing.

Applicant Signature _____

Tenant on behalf of _____

Date: _____