

Village of Timberlake 2023

Hall/Pavilion Rental Agreement

THE VILLAGE HALL HAS BEEN PAINTED. ABSOLUTELY NO DECORATIONS ARE ALLOWED TO BE PUT ON THE WALLS. IF ANY DAMAGE IS DONE TO THE PAINT DUE TO THIS, THE COST TO REPAIR WILL BE TAKEN FROM YOUR DEPOSIT. THANK YOU FOR YOUR UNDERSTANDING.

(Must be Timberlake Resident)

Renter _____

Address _____

Phone Number _____

Email _____

Rental Day/Date _____

Rental Time (circle one) 1/2 Day 8 am - 6 pm 1/2 day 6 pm - midnight

Full Day 8 am - midnight

A DEPOSIT OF \$100 MUST BE PAID WITHIN 2 WEEKS OF THE INQUIRY IN ORDER TO HOLD RESERVATION OR DATE WILL BE FREED UP
PAYMENT FOR EVENT MUST BE PAID 10 DAYS PRIOR TO THE EVENT.

COST OF RENTALS in addition to \$100 deposit

| Sat/Sun/Holidays | | Monday - Friday | |
|------------------|-------|-----------------|-------|
| 8AM to 6PM | \$175 | 8AM to 6PM | \$100 |
| 6PM to Midnight | \$225 | 6PM to Midnight | \$125 |
| Full Day | \$275 | Full Day | \$175 |

Pavilion (As a stand alone rental) \$75 + \$50 Deposit (Includes restroom and kitchen privileges)

(*) Must be filled in

(*) Actual time of Event (Start) _____ (End) _____

(*) Type of Event _____ # of Guests _____

Stove Use (circle one) YES * NO (*) Stove will be lit by a service employee. Must be turned OFF by the renter.
Valve left of stove to be turned horizontal to be turned off. Failure to do this will result in \$50 deducted from deposit.

Alcohol Use (circle one) YES * NO (*) A police officer will be required. Police Officers will begin duty ½ hour prior to event time. There is a 4 hour minimum (\$140.00) for police to work an event with alcohol.

Renter must sign & check next to each of the following to acknowledge they have read, agree & understand the terms of this rental contract in its entirety; ONLY RETURN CONTRACT with Deposit

☐ **Hall/Pavilion Rental Agreement,** ☐ **Ord #s 1064.01 - 02** ☐ **General Hall/Pavilion Rental Instructions,**

☐ **Parking areas,** ☐ **Storage Room info** ☐ **Cleaning** ☐ **Set up to return to after event.**

Renter _____ Date _____

Office Use Only: ☐ Received signed contract & deposit Date: _____ ☐ Received payment for rental Date: _____

RENTER MUST READ AND ACKNOWLEDGE:

*Hall rental rules and ordinances were read and understood.

*The hall was viewed prior to rental and condition was fine.

*Renter understands and agrees he may be charged fees per the rental rules if deemed necessary.

*Renter is a Timberlake resident and will be present and responsible for the event.

*This agreement is made upon the express condition that the renter agrees to indemnify the lessor from all claims, liabilities, charges, expenses (including attorney's fees) and costs whatsoever arising out of or in any way associated with the rental of the Village Hall under terms of this Rental Agreement.

***Maximum seating: 150 for meetings and 120 for dining.**

1064.01 RENTAL OF THE VILLAGE HALL.

(a) The Chairman of the Village Hall Committee of Council and/or authorized personnel shall accept reservations for the use of the Village Hall. Request forms shall be provided by the Chairman of the Village Hall Committee or other authorized personnel.

(b) All fees, costs, expenses and security deposits that shall be charged for the use and/or rental of a municipal facility shall be set by the Village Hall Committee, and a schedule of same shall be available to the public from the Village Council.

(c) The rental or use of the Village Hall shall not include any function on the premises whose purpose is to generate and/or raise revenue. This prohibition shall not apply to Village affiliated service clubs and organizations which meet the definition under Section 501(c)(3) in the Internal Revenue Code.

(d) Notwithstanding division (b) of this section, the Mayor and the Village Hall Committee and/or authorized personnel, at their discretion, may permit the rental of the Village Hall to a recognized service club or organization, including The Village Club, which has provided or does provide services or benefits to the Village at no rental fee cost and with no damage deposit. The value of the services provided should be at least commensurate with the waived rental fee. The club shall be required to sign a contract and will remain liable for any damage caused to the hall during the rental.

(e) Notwithstanding division (b) of this section, the Mayor and the Village Hall Committee, and/or authorized personnel, at their discretion may permit the rental of the Village Hall (day time hours only), Monday through Friday and weekends, at no rental fee cost and given availability, to residents for bereavement/funeral services for immediate family members. The resident shall be required to sign a contract and will remain liable for any damage caused to the hall during the rental.

(f) For each rental of the Village Hall, if alcoholic beverages will be consumed and/or served on the premises, the renter shall retain a member of the Village Police Department, who shall be paid at a rate set by the Chief of Police. This provision shall not apply to recognized service clubs or organizations.

(g) Any provision of this section does not in any way limit the liability of any person for any injury, damage or loss to any person or property.

(h) Rental of the Hall from 6 p.m. Fridays to midnight Sundays, as well as all federal holidays, shall be for the exclusive use of residents of the Village. Daytime rentals, Monday through Friday, excluding holidays, can be for the use of corporations, companies or other entities with the Ohio Secretary of State and in good standing, both for profit and not for profit, as well as resident use. At no time may a non- resident, other than the incorporated entities addressed herein, contract for the use of the Hall.

(Ord. 2006-36. Passed 12-19-06; Ord. 2008-16. Passed 9-16-08; Ord. 2011-8. Passed 4-19-11; Ord. 2012- 6. Passed 3-20-12.)

1064.02 RENTAL OF THE VILLAGE PAVILION.

(a) The Chairman of the Village Hall Committee and/or authorized personnel shall accept reservations for the use of the Village Hall Pavilion for parties of 12 or more.

(b) Use of the pavilion shall be on the first-come basis unless a reservation is posted.

(c) Notwithstanding division (b) of this section, the Mayor and the Village Hall Committee, and/or authorized personnel, at their discretion, may permit the rental of the Village Hall Pavilion to a recognized service club or organization, including The Village Club, which has provided or does provide services or benefits to the Village at no rental fee cost and with no damage deposit. The value of the services provided shall be at least commensurate with the waived rental fee. The club or organization shall be required to sign a contract and will remain liable for any damage caused to the pavilion during the rental.

(d) The Chairman of the Village Hall Committee and/or other authorized personnel shall post a notice on the pavilion indicating that the pavilion is reserved and shall further post the times of said reservations.

(e) All fees, costs, expenses and security deposits that shall be charged for the use and/or rental of a municipal facility shall be set by the Village Hall Committee, and a schedule of same shall be available to the public from the Village Council.

(f) Rental of Village facilities is prohibited for any function whose purpose is to raise and/or generate monetary revenue. This prohibition shall not apply to Village affiliated service clubs and organizations which meet the definition under Section 501(c)(3) in the Internal Revenue Code.

(g) For each rental of the pavilion, the renter shall retain a member of the Village Police Department if alcoholic beverages will be consumed and/or served on the premises, with the rate of the officer to be set by the Chief of Police. This provision shall not apply to recognized service clubs or organizations.

(h) If so contracted for, the restrooms within the Village Hall shall be accessible to persons reserving the pavilion.

(i) Any provision of this section does not in any way limit the liability of any person for any injury, damage or loss to any person or property.

(Ord. 2001-4. Passed 3-20-01; Ord. 2002-6. Passed 3-28-02; Ord. 2004-11. Passed 9-21-04; Ord. 2006- 36. Passed 12-19-06; Ord. 2011-7. Passed 4-19-11; Ord. 2012-7. Passed 3-20-12.)

Village of Timberlake

Hall/Pavilion Rental Instructions

General:

If alcohol is to be consumed at the function, a Timberlake Police Officer will be furnished at a rate of \$35.00/hour. The Officer will begin duty one half hour prior to the event start time stated on the contract. There is a 4 hour (\$140.00) minimum for police to work an event. The renter is responsible for paying the officer at the conclusion of the event in cash. Once the Police Officer has left, the renter can no longer consume alcoholic beverages on Village Hall property - this includes clean up of the hall.

If the rental of the Village Hall/Pavilion is canceled by "Renter" prior to 5 days of the event, return of the \$100 deposit will be decided upon by the Hall Manager due to the nature of the cancellation.

If the rental of the Village Hall/Pavilion is canceled by "Renter" prior to 5 days of the event, and a Police Officer has been hired due to alcohol at the event, the Officer must be compensated for 4 hours @ \$35.00/hour (\$140.00)

- **Only Timberlake residents may rent the hall or pavilion.**
- The village hall is a non-smoking facility.
- All events must conclude no later than Midnight (Cleaning time must be finished by 1:00 a.m.)
- Please shut off the stove if used. The valve left of the stove is to be turned horizontal to be turned off.
- At the end of the function, the two thermostats on either side of the fireplace should be set to Cool 75° during warm weather and to Heat 65° during cold weather. **Failure** to return thermostats to the proper setting, will result in a \$20.00 charge deducted from the deposit. The thermostat in the foyer should not be touched.
- All windows and doors must be securely closed and locked. **Failure** to lock all doors and windows will result in a \$20.00 charge deducted from the deposit.
- All lights must be turned off, the floors **must be vacuumed**. The vacuum is located where the tables are stored.
- The key to the hall must be returned to the hall director, Cindy Hardwick 440-823-0486, no later than two hours after the function concludes. The key should be returned to 41 E. Shore Blvd. in the gray mailbox provided on the left side of the driveway.

Clean Up Rules:

- **Renters are responsible for all trash removal from the hall, restrooms and/or pavilion & must place the trash in the dumpster. The dumpster is located to the left when you come out of the hall. It is located behind 2 wooden gates at the end of the parking area. Be sure to close the lid on the dumpster & close the gates to discourage raccoons. Recycle bins are located to the right when you come out of the hall, next to the Police Department garage.**
- Nothing may be left in the refrigerator. Anything leftover will be thrown away.
- Should additional cleaning be necessary by service employees, the renter shall be charged the hourly rate of a Village employee, or the full cost of an outside professional cleaner and the amount deducted from the security deposit.
- All tables and chairs must be returned to the positions as outlined on the attached sheet.
- THE HALL HAS BEEN PAINTED. No nails, staples, or other fasteners may be used to fasten anything to any surface. Removable tape may be used on tables and glass surfaces only and must be removed following the event. **NOTHING ON THE WALLS PLEASE. YOU MAY LOSE YOUR DEPOSIT IF DAMAGE IS FOUND ON THE WALLS.**

Parking: NO PARKING IN THE POLICE DEPARTMENT DRIVEWAY. DO NOT REMOVE CONES ON STREET

The parking situation can be difficult, but the **renter** is responsible for ensuring that guest vehicles are properly parked in lawful areas, and that ingress and egress to resident driveways are not encumbered. SEE ATTACHED PARKING SHEET.

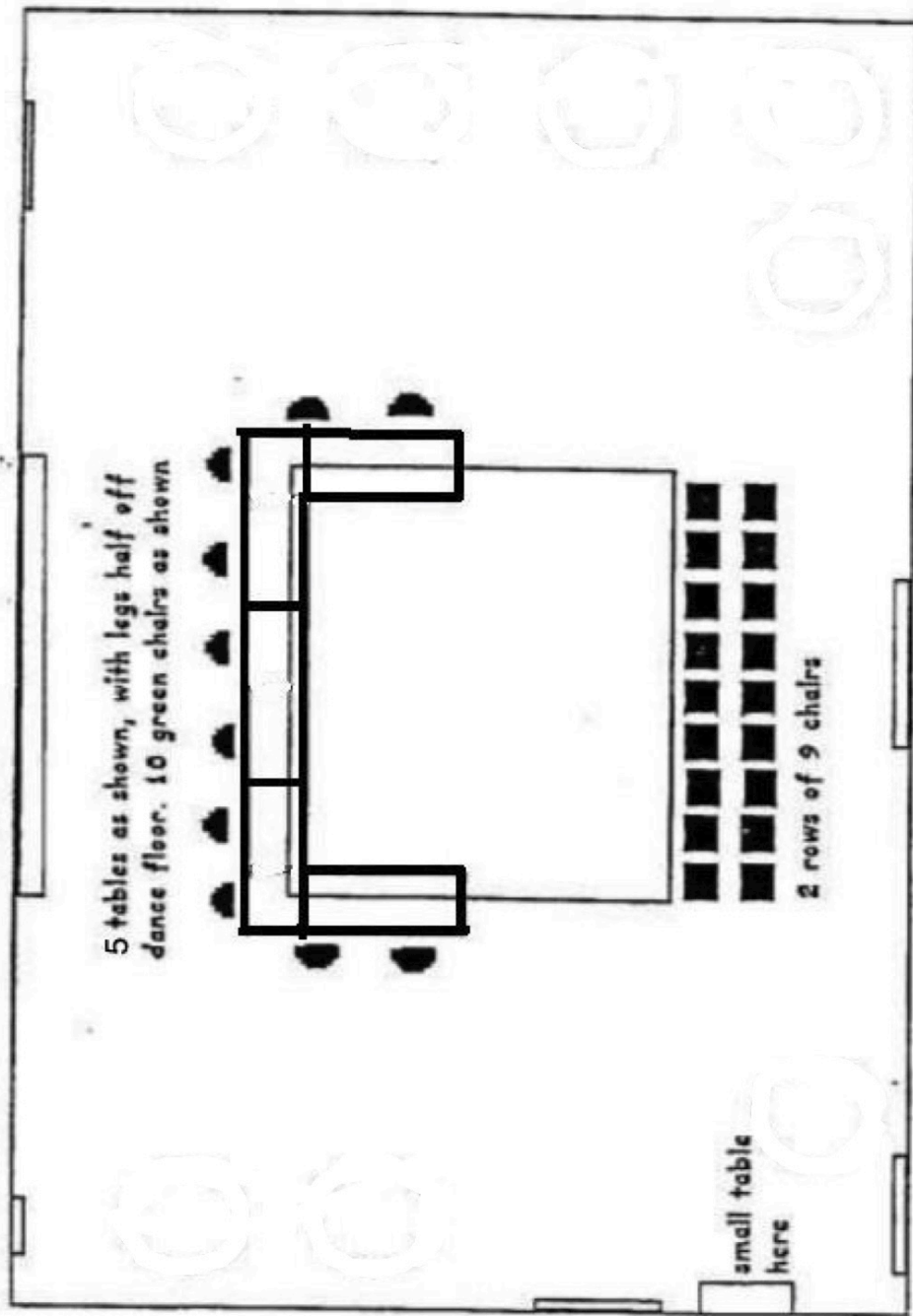
***This means no parking on the island at the bottom of any private drive.**

****Vehicles should be parked on the island, with two wheels off the road, to allow sufficient room for cars to pass by without driving on lawns. The vehicle shall be parked with the majority of the vehicle off the paved highway/street, as much as practical in the off-road space available.**

No vehicles shall be driven on the lawn of the Village Hall or Park. This includes caterers and delivery of equipment.

Renters shall be responsible for repair of damages, charged at the hourly rate of a Village employee, or the full cost of a contractor, to include landscape materials.

All cleanup must be completed on the day of the event.
The room must be returned to the below specifications.



ALL TABLES MUST BE MOVED USING TWO PEOPLE.
DO NOT DRAG TABLES ON CARPET OR DANCE FLOOR.
DRAGGING TABLES MAKES THE LEGS WOBBLE
AND MARKS THE DANCE FLOOR

Storage Room must be left in this setup after every event. Nothing is to be stored beyond the carpeted area.

