

ELM VALLEY JOINT FIRE DISTRICT TRAINING ROOM RENTAL AGREEMENT

This Elm Valley Joint Fire District Training Room Rental Agreement ("Rental Agreement"), made this [redacted] day of [redacted], 20 [redacted], between the Fire Board Trustees of the Elm Valley Joint Fire District, Delaware County, Ohio, ("Lessor"), and [redacted] of [redacted] ("Lessee").

Pursuant to ORC. Section 511.03, Lessor hereby rents and leases to Lessee, and Lessee hereby hires and leases from Lessor, the Recreational premises known as the Training room and restrooms of the Elm Valley Joint Fire District ("Premises"), located at 9821 U. S. Highway 42 North, Ashley, Ohio 43003, on the following terms:

1. Such rental shall be on [redacted], 20 [redacted], between the hours of [redacted]:[redacted]:[redacted]m. and [redacted]:[redacted]:[redacted]m. ("Rental Period").

2. Such rental shall be only for the purpose of [redacted] and for no other purpose.

3. Lessee agrees to comply with all Federal, State and Local laws and regulations while on the Premises. Further, Lessee agrees to comply with and be bound by the terms, conditions and provisions of the Elm Valley Joint Fire District Training Room Rules and Regulations which are stated in Exhibit "A" following this Rental Agreement, the content of which is incorporated into this Rental Agreement as if fully repeated herein.

4. The rental fee for such use shall be the amount of \$ [redacted], payable prior to the rental. Lessor and Lessee agree that Security deposit of \$ [redacted], shall be charged by Lessor and paid by Lessee for rental period set forth in Paragraph 1.

5. Lessor acknowledges receipt of a security deposit in the amount of \$100.00, which shall be returned to Lessee upon faithful performance of this Rental Agreement. The security deposit is subject to forfeiture as stated herein and as provided in Exhibit "A". Lessee agrees that Lessor's representative shall inspect the Premises for damage, both prior to and after the rental, and that Lessee shall pay for all damage to the Premises, its building, grounds, equipment or other property that occurs during the rental. Lessee shall likewise be responsible for any of Lessor's equipment or other property which is removed from the Premises or consumed during the rental. Lessee's foregoing liabilities shall not be limited to the amount of the security deposit and Lessee shall also be responsible for all such amounts in excess of the security and key deposit. Lessee shall be responsible for any costs of cleanup in excess of the security deposit.

6. Lessee covenants and agrees with Lessor as follows:

a) Lessee shall ensure that all motor vehicles related to this rental are parked in the parking lots located adjacent to and on the South side of the Premises. **Parking is restricted at the rear of the structure and in near or in front of the Apparatus bays.**

b) Lessee shall ensure that all concessions, games and activities are located in areas designated by the Lessor, and that a listing of all such items shall be disclosed to, and approved by, Lessor at least ten (10) days prior to the rental.

c) Lessee or Lessee's authorized representative shall remain on the Premises until all persons brought, invited or suffered to remain upon the Premises by Lessee have vacated the grounds and ensure adherence to the hours stated in Paragraph 1.

Further, the Lessee, or Lessee's authorized representative, shall remain on the Premises until the building is properly secured or placed in the control of the next user.

d) Lessee shall ensure that no pets or animals of any kind, excepting animals assisting the disabled, shall be brought or allowed upon the Premises during the rental period without Lessor's consent.

e) To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold harmless Lessor against any and all claims, demands, actions, damages, and losses, including attorney's fees and all other costs connected therewith, which may be asserted, claimed or recovered against or from the Lessor, its elected and appointed officials, employees, volunteers or any others working in behalf of the Lessor, by reason of personal injury, including bodily injury and death; and/or property damage, including the loss of use thereof, which arise from activities under this Rental Agreement including, but not limited to, those predicated on the active or passive negligence of Lessor. Neither Lessee, nor any persons brought, invited or suffered to remain upon the Premises by Lessee, shall at any time be considered agents or employees of the Lessor.

f) This Rental Agreement cannot be assigned or sublet by Lessee without Lessor's prior written consent.

g) Lessee will not make or permit any alterations to the Premises, or erect any posters or signs thereon, without Lessor's prior written consent.

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- h) Lessee will not permit any beer, wine, wine coolers, spirituous liquors, alcohol or alcoholic beverages, or drugs of abuse to be brought or consumed upon the Premises, and Lessee will take all action necessary to prevent the occurrence of such consumption.
i) The maximum capacity of the Premises is 82 persons, which shall not be exceeded.
j) Lessee shall, at the termination of this Rental Agreement, leave the Premises in clean condition.

7. Lessor and Lessee agree that no action or proceeding may be brought in connection with this Rental Agreement unless commenced within one (1) year of the end of the Rental Period, unless this Rental Agreement is terminated prior to the initiation of the Rental Period, in which case the date of termination of this Rental Agreement will be the date on which such period will commence.

8. Lessee agrees that Lessor may, in Lessor's sole discretion and for any cause or no cause, cancel this Rental Agreement, without Liability to Lessee, upon 48 hours' prior notice to the Lessee. Upon such cancellation, all rental and deposit money shall be returned to Lessee by Lessor.

IN WITNESS WHEREOF, Lessor and Lessee execute this Rental Agreement as of the day and year first above written.

LESSOR:

LESSEE:

The Board of Trustees of Elm Valley Joint Fire District, Delaware County, Ohio

Name: [Redacted] (Printed Name)

By: [Redacted] (Elm Valley Joint Fire District Representative)

By: [Redacted] (Signature)

Address: [Redacted]

9821 U.S. Highway 42 North, Ashley, OH 43003 (740) 747-2510 ext. 102

City: [Redacted] Zip: [Redacted]

Daytime Phone: [Redacted]

Email: station310@elmvalleyfire.com

Email: [Redacted]

NOTE: LESSEE MUST PRINT AND SIGN NAME ABOVE AND INITIAL AT THE BOTTOM OF EACH PAGE

[] All pages (1-4) submitted & initialed: [Redacted] Deposit Amount Received \$ [Redacted].00

Exhibit "A"

ELM VALLEY JOINT FIRE DISTRICT TRAINING ROOM RULES AND REGULATIONS

USE: Preference in the use of the Elm Valley Joint Fire District Training Room is given to Elm Valley Joint Fire District Training or Youth organizations and Elm Valley Joint Fire District residents. Other users will be considered if the facilities are otherwise available. If any dispute or question arises, the Board of Trustees of Elm Valley Joint Fire District (hereinafter called "Lessor") will have final approval of persons and organizations using the facilities.

1. Those who reserve and rent the recreational premises known as the Training room and restrooms of the Elm Valley Joint Fire District ("Premises"), hereinafter called "Lessee" must:

- (a) Complete and sign an Elm Valley Joint Fire District Training Room Rental Agreement (hereinafter "Rental Agreement").
(b) At least fourteen (14) days prior to the rental date, pay to Lessor the rental fee, which shall be \$0.00 per hour for Elm Valley Fire District civic and non-profit organizations and Elm Valley Joint Fire District residents, and \$50.00 per hour for all other users. There shall be a two hour minimum rental for all users.
(c) At least fourteen (14) days prior to the rental date, tender to Lessor a security deposit in the amount of \$100.00. Subject to the provisions of the Rental Agreement, the reservation of a rental date is secured upon: the completion, signing and delivery of the Rental Agreement to Lessor; presentation of verifying evidence of identification; and tender of the security deposit to Lessor. Prior to the completion of all of these items the rental date will remain open and available for rental by others.

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2. The Rental Agreement and all other documents arising from the rental of the Premises are Public Records subject to disclosure to any member of the public upon request. Submission of the same to the Elm Valley Joint Fire District constitutes acknowledgement of, consent to an agreement with, such disclosure.

3. The security deposit will be forfeited if:

- (a) The Lessee leaves the Premises in unsatisfactory condition after a rental;
- (b) The door(s) of the Premises are propped open, except when loading or unloading;
- (c) The Lessee, or a person brought, invited or suffered to remain upon the Premises by Lessee, enters areas of the building other than the meeting room and restrooms (excepting when using the emergency exit during an emergency).
- (d) The Lessor incurs damages or expenses as a result of the rental, as discussed in Paragraph 4.
- (e) The Lessee, or Lessee's authorized representative, fails to remain on the Premises until the building is properly secured or placed in the control of the next user.
- (f) Lessee cancels the rental without giving Lessor at least a five (5) day advance notice.
- (g) The Lessee fails to obey any of these Rules and Regulations or breaches any term of the Rental Agreement.

4. Lessee will be responsible for all damage to the Premises and its building, grounds, equipment or other property that occurs during the rental. Lessee shall likewise be responsible for any of Lessor's equipment or other property which is removed from the Premises, its buildings or grounds, or consumed during the rental. Forfeiture of the security deposit will not relieve the Lessee of responsibility for any losses, damages or expenses incurred by the Lessor which are in excess of the amount of the security deposit, and Lessee shall be responsible for any such amounts in excess of the security deposit. Lessee shall be responsible for any costs of cleanup in excess of the security deposit.

5. The Premises is available for rental between the hours of 8:00a.m. and 10:00p.m., these hours include setup and cleanup time.

6. The Premises consists solely of the meeting room and restrooms. Use of the balance of the building or its grounds is prohibited (See Rental Agreement). Neither the Lessee, nor a person brought, invited or suffered to remain upon the Premises by Lessee, shall enter other areas of the building, except when using the emergency exit in the event of an emergency.

7. Alcoholic beverages and drugs of abuse are prohibited on the Premises.

8. Smoking is prohibited within the Premises and all other areas of the building.

9. All deadly weapons and/or dangerous ordnance are prohibited on the Premises.

10. Gambling is prohibited on the Premises.

11. Any youth group is required to have an adult supervisor or a responsible adult present at all times during the rental.

12. Those using the Premises are responsible for leaving it clean and in order. All waste shall be deposited in the dumpster located in the rear parking lot. Replacement trash bags, brooms and cleaning supplies can be found in the utility closet.

13. The maximum capacity of the Premises is 82 persons. No Lessee shall exceed such capacity or permit a group in excess of such number to remain upon the Premises. Parking is allowed only on the South side of the building in marked spaces, no parking in the rear of the building and no parking on the lawn areas.

14. All activities of a Lessee are to take place within the confines of the Premises and all doors and windows are to remain closed, except that doors may be temporarily propped open during loading or unloading.

15. All personal property of Lessee, or a person brought, invited or suffered to remain upon the Premises by Lessee, shall be removed at the termination of the rental period. If such property is not removed at that time, it shall be deemed abandoned and subject to disposal by Lessor without compensation.

16. No Lessee shall use, or permit the use of, the Premises for retail commercial purposes, or for purposes of commercial marketing or promotional activity directed to the public. This shall not prevent an activity which is ancillary to a presentation by an approved Lessee (i.e. fund raising bake sales, etc. by a non-profit group or organization).

THE TRAINING ROOM RULES AND REGULATIONS ARE SUBJECT TO CHANGE BY ORDER OF THE ELM VALLEY JOINT FIRE DISTRICT TRUSTEES.

DAMAGE COSTS

The following list of costs is the minimum price that will be charged for any incurred damages or missing items. Your deposit will be subtracted from the total price. The prices are as follows:

- | | |
|--------------------------|-----------------|
| 1) Chairs | \$75.00 each |
| 2) Lectern | \$250.00 each |
| 3) Flags and poles | \$150.00 each |
| 4) 6' Conference tables | \$225.00 each |
| 5) Wood storage cabinets | \$175.00 each |
| 6) 70" Flat screen TV | \$1,425.00 each |
| 7) Digital Projector | \$450.00 each |
| 8) Trash can | \$25.00 each |

This price list is subject to change as is necessary. Prices for items not listed will be assessed at the time of replacement. If items can be repaired without replacement, you will be charged \$100.00 an hour for labor, plus the cost of parts. If cleaning is required, you will be charged a minimum of \$100.00 at a rate of \$100.00 per hour to have the facility cleaned. The facility will be inspected before the next party arrives, and the inspector will compile a list. You will be able to obtain this list if charges are incurred.