

City of Zanesville

CEMETERIES & PARKS MAINTENANCE

401 Market St., Zanesville OH 43701 (mailing)

500 Pershing Rd., Zanesville OH 43701

740-455-0637

SHELTER RENTAL AGREEMENT

Terms & Conditions:

The person signing this Rental Agreement agrees to attend the activity and take responsibility for any damages or excessive littering at the facility. The applicant must be an adult, and each event should have an adult chaperone present.

Utilities, such as electricity and water, are provided as a courtesy. The City of Zanesville is not responsible for utility problems caused by vandalism or factors beyond our control.

The Parks Superintendent or their designee has the authority to revoke any permits if they find that any person or persons violate any park rule or regulation.

IMPORTANT INFORMATION:

NO vehicles are allowed to drive or park on grass areas or trails.

NO open fires. Permanently installed grills are an exception where they are provided.

NO glass bottles.

NO alcoholic beverages.

NO confetti, glitter, Silly String or similar decorations.

NO fireworks, or firearms are permitted on park properties.

Please be aware that park areas around the shelter houses are still open to the public.

The Rental Fee Schedule is as follows:

- For shelter house with electric: \$100.00 for 4 hours or \$250 for all day
- For shelter house without electric: \$50.00 for 4 hours or \$100 for all day

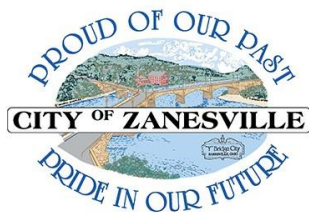
Security Deposit

- A \$100 security deposit will be held to cover any potential damages or cleaning fees. This amount will not be charged unless the shelter is returned in unsatisfactory condition or damage occurs during the rental period. For more details, please refer to the Rules & Regulations.

Rules & Regulations:

The City of Zanesville Department of Parks and Cemeteries reserves the right to deny use of City Parks and facilities to groups that do not follow the rules and regulations established by the City of Zanesville. Ignoring these rules will result in the forfeiture of the deposit, loss of future rental privileges, and, when applicable, charges for labor, supplies, damage repair, and possible legal charges, fines, or imprisonment.

1. Applicant, with full authority to sign this indemnity agreement on behalf of the organization, shall indemnify, defend, and hold harmless the lessor and their respective officers, directors, employees, and agents from all claims, damages, demands, losses, expenses, fines, causes of action, suits, or other liabilities, including all reasonable attorneys' fees, consequential damages, and punitive damages, arising out of, or resulting from, or alleged to arise from, the rental, use, and occupancy of the facility by the lessee and their invitees and licensees.
2. The applicant must be at least 18 years old. The applicant will be held legally and financially responsible for the behavior of all group members and must stay on site during the rental. The applicant agrees to use the facility safely



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and responsibly and will follow all federal, state, and local laws as well as any rules and regulations set by the City of Zanesville. Subleasing this rental is not allowed.

3. The City of Zanesville is not responsible for lost or damaged property, accidents, or injuries that occur while using City facilities.
4. **All rental fees are non-refundable.** However, if the City cancels your event without cause, your rental fees will be refunded.
5. **Consumption and/or possession of beer and/or other alcoholic beverages are prohibited in all City of Zanesville parks and facilities.** Bringing alcohol to any park is a misdemeanor offense. Any sign of alcohol on-site during the rental will result in the forfeiture or charging of the rental deposit.
6. Department representatives and/or local law enforcement have the right to enter the premises at any time.
7. The undersigned agrees to accept the premises as is and to return them in the same condition; normal wear and tear is expected. Any damages that occur will be the responsibility of the renter and will be subject to additional charges.
8. The undersigned agrees to clean up all items. **The facility must be cleaned after use.** All trash, litter, and debris must be disposed of in designated containers before leaving the premises. All items brought into the shelter houses must be removed when renters leave, including food, decorations, equipment, etc. No exceptions. Failure to clean up will result in an additional cleaning fee.
9. Vehicles must stay on roads or in parking areas. **No parking or driving on grass or trails.**
10. All groups must vacate the facility at the end of their rental time.
11. Park facilities are non-profit. No goods or services may be sold for profit, and no admission fees may be charged by individuals or for-profit businesses. Concessions, retail, or other sales are not allowed.
12. Picnic tables must not be removed from the shelter.
13. Renter is not allowed to bring in any heavy equipment or hazardous materials.
14. Betting or gambling is not allowed.
15. Only charcoal is allowed in charcoal grills. You must extinguish coals before leaving.
16. Pets are allowed at the shelter houses and parks but must be kept on a leash. Please dispose of your pet's waste properly.
17. Sound equipment must not be operated so as to be plainly audible at a distance of 100 feet or more.
18. The undersigned shall not allow any person or persons to do anything on or around the premises that violates either the laws of the State of Ohio or those of the City of Zanesville.
19. Any violation of this agreement, the facility's rules, Park Conduct rules and regulations, policies, or causing undue disturbance or abusing the facility at any time shall be considered a breach of this agreement and may lead to additional charges.

I, the undersigned, agree to indemnify, defend, and hold harmless the City of Zanesville and its officers, employees, and agents from any liability of any kind, including but not limited to damage or injury to persons or property, costs, and attorney's fees, that may arise out of or relate to the use of City recreational facilities. This applies whether or not the City was actively or passively negligent, either solely or contributorily connected to such liability.

I hereby acknowledge and agree to all the terms and conditions outlined in this Event Rental Agreement. I understand and accept full responsibility for the rental period and any related activities.

Signature: _____

Date: _____

Printed Name: _____

Address: _____

Phone #: _____