



Ashland County Park District

1301 Park Street, Ashland, OH 44805

419-289-3524

www.ashlandcountyparks.com

Park Commissioners: Robert DeSanto • Tom Kruse • Shane Kremser

Instructions for return of agreement, deposit, balance due, and certificate of liability.

1. **Complete and sign the agreement.**
2. **Drop off or mail your deposit check with the deposit form and the signed agreement** to:
Ashland County Park District
1301 Park Street
Ashland, OH 44805
3. **Drop off or mail your balance due check with the balance due form** so it is received at the park office 6 months before your event.
4. **Obtain a Certificate of Liability for alcohol use from your insurance company.** Details are found in your agreement in section 13. This certificate is to be emailed/mailed to the park office(parks@ashlandcounty.org) 60 days prior to your event.

DATES ARE NOT RESERVED UNTIL THE AGREEMENT AND DEPOSIT ARE RECEIVED.



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Payments

Name: _____

Address: _____

Phone: _____ E-mail address: _____

I am submitting check # _____ in the amount of \$ _____

For:

_____ Deposit (due immediately) Make checks payable to A.C.P.D.

_____ Balance due (6 MONTHS PRIOR TO YOUR EVENT)

Event Date: _____ 20____

Please submit your check and this form to:

**Ashland County Park District
1301 Park Street
Ashland, OH 44805**

Certificate of Liability for Alcohol Use:

Please have your agent send this by email 60 days prior to your event:

parks@ashlandcounty.org

Park Use Only:

Date payment received: _____

Receipt # _____ Confirmation sent: _____



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Sauer's Farm Century Barn

260 Township Road 1601, Greenwich, Ohio 44837

(located north at the intersections of US Highway 224 E and Township Road 1601)

THIS AGREEMENT (the "Agreement"), made this day _____ of 20____, is by and between the ASHLAND COUNTY PARK DISTRICT (the "Owner"), and _____

FULL NAME OF PARTY/PARTIES ("the Renter")

Whereas Renter wishes to use Owner's space (the "Space") for the purpose of:

(specify event)

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Space Rental.** The Owner hereby grants to the Renter a limited and revocable license to use Sauers Farm Century Barn (the "Space"). The License permits the Renter to use the Space during the hours specified below, and only for the purposes set forth in this Agreement.
- 2. Event Date(s).** The Event will be held on _____ 20____ between the hours of 8:00 a.m. and 11:30 p.m. The barn will be open for access by 8:00 a.m. Friday before the scheduled event, Saturday, and Sunday following the event. It is the Renter's responsibility to lock the Space each night before leaving.
- 3. Fees.** The Renter shall pay to the Owner a total fee of \$2000. \$1000 shall be paid with the submitted agreement. The balance of \$1000 is due 6 months prior to the scheduled event. Dates will not be held or guaranteed without a deposit and agreement. A \$250 security deposit payable to A.C.P.D. is due on the first day of property access. The security deposit will be returned to the Renter after completed inspection and no damage is found to tables/chairs or park property and barn venue space has been cleaned.
Your balance is due by: _____ 20____.
- 4. Balance Due:** If the Renter fails to submit the balance by the due date, the Owner shall have the right to revoke the License and retain the full amount of the deposit. NOTE: This space, being owned by the Ashland County Park District, the term "Fees" are received as a "fair and equitable donation" to maintain and continue operation of this facility.



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5. Cancellations: If Renter cancels the reservation within ninety (90) days of the agreement date, it is the discretion of the park district if a full refund shall be made. If the Renter cancels the reservation ninety-one (91) days after the agreement date but no less than ninety (90) days before the scheduled Event date, a refund of one-half (50%) of the deposit shall be considered at the discretion of the park district. Cancellation with less than ninety (90) days notice shall result in forfeiture of the deposit and any additional payments made.

6. Condition of Premises. The Owner will clean the Space prior to the Event date. The Space shall be provided “as is” and the Owner makes no warranty to the Renter regarding the suitability of the Space for the Renter’s intended use. The park will provide step ladders to help with your decorating. The Renter is responsible for providing your own tools such as hammers, pliers, or staple guns. All nails, tacks, or staples are to be removed and discarded properly at tear down. ***Renter shall complete the following tasks no later than 5:00 p.m. Sunday following the event, please initial.***

- ***remove all decorations including nails/staples/tacks*** _____
- ***sweep the barn floor (upper and lower level) & remove food from floor*** _____
- ***clean tables & chairs before placing them on cart. Cleaning supplies are provided*** _____
- ***Trash cans and trash bags are provided and the Renter is responsible for removing all trash from the premises and placing it in the provided dumpster immediately following the event. No trash is to remain inside the barn overnight.*** _____

6(a) Financial Responsibility: The Renter agrees to be financially responsible for any damages caused by the Renter, the Renter’s organization, or the Renter’s guest(s) to the property of the Ashland County Park District. Assessment of damages will be determined by the Board of the ACPD and/or park manager. Renter agrees to pay for said damages upon notification by the Board if they exceed the Security Deposit (\$250) as assessed by the Park Director and/or Board of Commissioners.

7. Right for Entry. The Owner shall have the right to enter the Space at any time during the Event, for any reasonable cause, including any emergency that may threaten damage to Owner’s property, or injury to any person in or near the Space.

7(a) The Owner reserves the right to ask and order any person to leave the premises, if in the Owner’s judgment, said person(s) is in violation of this agreement or poses a danger to Owner’s property or other persons.



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8. Indemnification. The Renter hereby agrees to indemnify, pay and hold harmless, the Owner, its employees, volunteers, officers, and directors from any damages, actions, suits, claims or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury (including death) caused to any person by the Renter's use of the Space, including any acts or omissions on the part of the Renter, its' employees, officers, directors, independent contractors, or other agents. The Renter shall notify the Owner of any damage or injury of which they have knowledge in, to or near the Space, regardless of the cause of such damage or injury. The Owner and its representatives are not responsible for lost, stolen, or damage to Renter or Renters guests' property.

9. Permitted Use. The Renter is authorized pursuant to the License to use the Space for the stated Event and for no other purpose.

9(a). Open flames are prohibited unless contained in a vessel that is 2-3 times the height of the flame.

9(b). SPARKLERS AND OTHER INCENDIARY DEVICES ARE NOT PERMITTED WITHIN THE SPACE OR WITHIN THE PARK GROUNDS. SMOKING IS PROHIBITED INSIDE THE SPACE.

9(a) Illegal Activity. The Renter shall not engage in or permit others to engage in any illegal activity. The Owner reserves the right to notify the proper authorities of any known activities.

10. Deliveries. All deliveries must be approved by the residing representative of Sauers Farm Park or other authorized representative of the Ashland County Park District prior to the Event. The Owner reserves the right to refuse any delivery of items that might prove detrimental to its facilities or collections.

11. External Items. All external rental items and equipment, and personal items of the Renter/User/or Guests shall be removed by 5:00 p.m. on Sunday following the event. Any exceptions to this rule must be approved by the Owner.

12. Utilities. The Renter is hereby made aware that electrical power and outlets are limited and will not support elaborate DJ / Musicians' equipment. A maximum of one (1) roaster/cooker per outlet; outlets are marked. There is no water supply to the barn space and the Renter is responsible for providing their own water supply for drinking and food preparation, and watering of live plants.

12(a) Flushable Toilets - If "flushable toilets" are obtained by the renter, the company providing said toilets MUST provide their own water supply and generators. Placement of said toilets must be approved by the Owner.



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13. Intoxicating Beverages. The Renter shall not have in their possession or serve intoxicating beverages or liquor on the premises without obtaining a Certificate of Liability in the amount of \$1,000,000 from a licensed insurance agent. The certificate shall indicate host alcohol. Said certificate shall be submitted to the Owner one month prior to the Event Date. The certificate shall name Ashland County Park District and Sauers Farm Park, located at 260 Twp. Rd. 1601, Greenwich, OH 44837, as co-insured.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Renter and the Owner and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of this Agreement.

15. Force Majeure: The Owner is not liable for any failure of or delay in the performance of the Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, except with respect to payment obligations. If an event of force majeure occurs, the party injured by the other’s inability to perform may elect one of the following remedies: (a) terminate this agreement in whole or in part or (b) to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party, which may include locating and arranging substitute services if necessary.

16. Cancellation. The Owner reserves the right to cancel and be released from this contract by giving no less than **ninety (90) days** prior notice to the Renter that the Owner is canceling this contract and the Owner’s obligations thereunder. The Owner reserves this option to itself in the case where the Owner, in its sole judgment, determines it is unable to or it is inadvisable to perform its obligation. In such a case, the Renter will receive a full refund of any money deposited with the Owner as full satisfaction of all damages.

By signing this Agreement, the undersigned acknowledges that they have read and understand this agreement and bind themselves and their organization to this agreement. Furthermore, the undersigned acknowledges that they have the authority to bind their organization.

Date _____

Renter Signature _____

Renter Signature _____

Park Representative _____



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Table/Chair Rental Agreement & Security Deposit

**Rented from: Ashland County Park District at Sauers Farm Park
260 Twp. Rd. 1601
Greenwich, Ohio 44837**

Quantity: 250 banquet style white folding chairs

12 – 72” diameter banquet style round tables (white)

12 – 96” rectangle banquet style tables (white)

Conditions of Rental – Please Read and Initial

I understand if item(s) are returned dirty, I will be charged.

I understand if items(s) are lost or returned damaged, I will be charged for the replacement value of each broken or lost item(s) - \$235 per table & \$45 per chair

I understand, as the signer, I am the person responsible for the condition for the items and assume responsibility for damage or loss caused by my guests and/or sub- contractors associated with my event.

I understand I am responsible for providing my own labor for set-up and take-down of items.

I understand that item(s) are not to be left outside or left unsecured overnight.

I understand items will be made available to me at 8:00 a.m. the day before my event.

I understand that all items are to be cleaned and put away by 5:00 p.m. on Sunday following my event.

Renter Signature: _____ Date: _____

A Security Deposit of \$250 (check payable to A.C.P.D.) is due on the first day of property access.

_____, 20____.

(Please Do NOT mail this check. *This check will be returned to you after inspection of the space, tables & chairs, and park property.*)

Received by: _____ Date: _____