



Ashland County Park District

1301 Park Street, Ashland, OH 44805

419-289-3524

www.ashlandcountyparks.com

Park Commissioners: Robert DeSanto • Tom Kruse • Shane Kremser

Fire Company Nature Cabin

1498 State Route 511 South, Ashland, Ohio 44805

NOTE: If alcohol will be served/consumed at your event or if your event will have more than 50 participants, please read the Event Liability Insurance requirement on page 3 and 5 before entering into this rental contract.

THIS AGREEMENT (the "Agreement"), made as of this _____ day of _____, 20____, is by and between the **ASHLAND COUNTY PARK DISTRICT** (the Provider, "The Park District") and _____ (the "User", and collectively, the "Parties").

WHEREAS, User wishes to use Owner's space located at **1498 State Route 511 South, Ashland, OH 44805** for _____ ('the Event').
(describe event)

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

- Space Use.** The Park District hereby grants to User a limited revocable license ("the License") to reserve Ashland County Park District Fire Company Nature Cabin ("the Space"). The License permits the User to use the Space only on the Event Date, during the hours specified below, and only for the purposes set forth in the Agreement. The Space only includes the cabin and picnic shelter. The public will have normal use of the park in other areas. User agrees to be financially responsible for any damages to the Space caused by the User or guests.
- Event Date(s).** The event shall be held on _____ 20____. (the "Event Date"), between the hours of _____ and _____. **In the case of wedding ceremonies, etc., rehearsal time / space should be confirmed at the time of Agreement as it does not automatically include the Event fee.**
- Fees.** The User shall pay to the Park District a **total fee** of \$150 (the "User Fee") for the use of the space. There shall be a reservation **deposit** of \$ 50.00 (the "Deposit"), which must be paid to the Park District upon the execution of this Agreement. The Park District shall have no obligation under this Agreement until the Deposit is paid in full. The **balance** of \$ 100 is due in full before seven days prior to the event by _____, 20____ (the "Payment Due Date"). If User fails to pay the full User Fee by the Payment Due Date, the Park District shall have the right to revoke the License and to keep the full amount of the Deposit.
- Cancellations.** If User cancels the reservation for the Event within 30 days of the Event Date, the Park District shall refund to User the User Fee, but the Park District shall be entitled in this case to retain the Deposit. If User cancels the reservation for the Event within 7 days of

the Event, the Park District shall be entitled to retain the entire User Fee, including the Deposit. Call the park district office at 419-289-3524 or email parks@ashlandcounty.org to cancel your reservation.

- 5. **Compliance with Laws.** User shall not use the Space in any manner that would violate local, state, federal, or park district laws or regulations. User hereby indemnifies and shall hold harmless the Park District, it’s employee, officers, directors, volunteers, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys’ fees) arising out of or in connection with the User’s use or user’s guests use, of the property or violation of any local, state, federal, or park law, rule, regulation, or ordinance related to User’s event.
- 6. The User shall abide by all of the attached rules, regulations, and instructions.
- 7. **Entire Agreement.** This Agreement constitutes the entire agreement between User and the Park District, 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.

USER or Responsible Party

Signature	Print Name

Address:

Phone: Email address:

Park Representatives Signature

ACPD Fire Nature Cabin
Pay to:
Ashland County Park District
1301 Park Street
Ashland, Ohio, 44805

To resolve an immediate issue (non-emergency), you may contact Park Maintenance:
John Featheringill at 567-227-0431

Rules and Regulations

Event Liability Insurance: The Park District shall require the User to secure Event Liability Insurance for groups larger than 50 people and show Owner proof thereof prior to the Event. The Park District may, in its sole discretion, waive the requirement for Event Liability Insurance by Owner initialing the below box. The Park District shall be named insured of the insurance policy.

(Park Representative) INITIAL BOX IF INSURANCE IS **NOT** REQUIRED.
(LIABILITY INSURANCE MAY NOT BE WAVED IF ALCOHOL IS PRESENT)

I certify that alcohol will not be present at this event:
 (User's or Responsible Party's Signature)

Decorations: No tacks, tape, nails, or staples are to be used to secure decorations. Stand-alone decorations are recommended. No glitter or confetti allowed at this facility. All signs and decorations must be removed before departure. The Park District will not provide decorations for the Event. All decorations provided by User must be fireproof and meet fire prevention regulations. Combustible materials, candles, smoke, or fog machines are not allowed in Space. The user will be liable for any damage caused by the placement of decorations

Trash: All trash must be removed from the building and park by the User.

Vehicles: You are NOT permitted to drive your vehicle to the building. Vehicles of all types are restricted to the parking lot. Vehicles are not permitted on nature/hiking trails.

Smoking: The Space is a Smoke Free Environment. No smoking is allowed or within 20 feet of Space.

Tables and chairs: All park district tables and chairs from inside of the building must remain inside of the building.

Sale, marketing of goods, gaming: We permit the sale or marketing of goods or services by private, corporate, or for-profit entities. However, said groups are independent of the Ashland County Park District and the Park District Groups are solely responsible to pay all taxes due in relation to the sale of their items on park property. Illegal gaming or wagering of any sort is strictly prohibited.

Entertainment / Music: All entertainment, including music must end by 11 pm. User is responsible for ensuring that Music Vendor is aware of the Music end time for the Event. Music Vendor must provide any necessary extension cords and cables, and all extension cords and cables must be secured/taped down as to not pose a hazard. Noise that disturbs neighboring property is not permitted. All Parties must be vacated by 11:30 pm.

Controlled Substances: The Space is a drug-free environment. Controlled substances (other than prescription medications) are prohibited. User is responsible to inform their guests of this regulation. Any guest(s) found to be in possession of a controlled substance including marijuana or any biproducts will result in the immediate termination of Event and forfeiture of all rental fees and security deposits.

Right for Entry: The Park District 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 The Park District's

property, or injury to any person in or near the Space. The Park District reserves the right to ask and order any person(s) to leave the Space, if in The Park District's judgment, said person(s) is in violation of this agreement or poses a danger to The Park District's property or any other person(s).

Facility Access: You may only enter the facility on the date and times you have reserved. You may not infringe upon other reservations. If you wish to set up for your event the day before or the day after your event, you must reserve and pay for those days as well. This includes all deliveries, set up, clean up, caterers, chair companies, tent rentals, etc. If anything is dropped off prior to your reservation day or left at the conclusion of your event, The Park District will dispose of those items without reimbursement. No exceptions will be made.

Site visits: If you wish to see the inside of the facility prior to your reservation, please contact the park office to set up a site visit.

Additional Rules

1. Activities must be confined to the Space identified and agreed upon.
2. The Park District does not warrant or assume responsibility for the content or safety of any food served at the Event.
3. The Park District will not provide decorations for the Event. All decorations provided by User must be fireproof and meet fire prevention regulations. Combustible materials, candles, smoke or fog machines, are not allowed in the Space.
4. No performance, exhibition, or entertainment shall be given or held in the Space which is illegal, indecent, obscene, or immoral, and should any such exhibition or performance, or any part thereof, be deemed by The Park District to be indecent, obscene, lewd, immoral, or in any manner publicly offensive, The Park District may cancel said performance or exhibition, or any part thereof, and monies paid by the User as User fee will not be refunded.
5. The Park District reserves the right to post additional rules at the Space from time to time in its sole discretion and User hereby agrees to comply with any such rules.
6. No pets or animals are permitted in the building.
7. Users shall remove all their trash immediately after the Event.
8. User agrees to clean up the Space according to the posted cleaning instructions.

User is responsible for the conduct of User's guests. Users shall monitor and control the behavior of all guests, including children, to prevent unlawful or unsafe conduct.

 (Initial here) I have read and understand the rules and regulations and will abide by them in the use of the Ashland County Park District Fire Cabin

INSURANCE AND PERMIT SUGGESTIONS

THIS IS NOT LEGAL ADVICE

What is Special Event General Liability Insurance? Special Event Liability Insurance is an insurance policy designed to provide broad protection for situations in which an event holder or concessionaire must defend itself against lawsuits or pay damages for bodily injury or property damage to third parties. Host liquor liability is included if there is no transfer of money for alcohol. This policy also gives protection to the venue and or sponsors of the event by adding them to the policy as an additional insured. Examples, such as a slip and fall or damaged floors are covered by this type of policy.

My venue has asked for a certificate of insurance with them as an Additional insured. What does this mean and how do I get them? You, the special event holder, will be required to provide proof of liability insurance to the facility/venue where you have decided to hold your special event. In addition to providing proof (in the form of a piece of paper known as a Certificate of Insurance) to the facility/venue that you have secured a liability insurance policy, you will need to add the facility/venue to this required \$1 million liability insurance policy as an insured. This is known as adding the facility/venue as an Additional Insured to this liability policy, which the facility/venue requires you to purchase before you will be allowed to hold your special event if alcohol will be served/consumed. The practice of a facility/venue requiring that all persons or entities renting or using the site name them as an Additional Insured on a General Liability insurance policy is quite common.

What is Host Liquor Liability? Host Liquor Liability Insurance is included with all of our policies and provides protection for the event holder/concessionaire against bodily injury or property damage suits brought by parties injured as a result of an intoxicated guest who was served alcohol at an event you hosted. **(Remember you can be sued if a guest has an accident between the time they leave the event and the time they entered their place of residence after the event).**

EVENT AND ALCOHOL LIABILITY Insurance can be obtained from your local insurance agent. In most cases, your homeowners' policy may cover this or can be extended to provide adequate coverage. See your insurance agent and ask for a certificate of insurance providing that you have a million-dollar coverage for negligence and alcohol liability. This should cost you less than \$100. If you do not have homeowner's coverage, the single event coverage should be more. IF you intend to sell alcohol or have a cash bar, then you will need a certificate from the Department of Liquor Control. Call 614-644-2431 or 614-644-2360 and request an F-2 permit.

***This information provided is for your convenience and does not constitute legal advice.**