

**RENTAL APPLICATION**

Individual/Group Making Request: \_\_\_\_\_

Street Address of Applicant: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Day: \_\_\_\_\_ Number Expected: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

Nature of Program: \_\_\_\_\_ Time Bldg. to be Opened: \_\_\_\_\_ Closed: \_\_\_\_\_

**LEASE, WAIVER, AND INDEMNITY AGREEMENT**

The rental fee is \$100.00 ("Rental Fee") for Mogadore Residents and \$250.00 ("Rental Fee") for non-Mogadore Residents. The security deposit is \$100.00 ("Security Deposit") for Mogadore Residents and \$200.00 ("Security Deposit") for non-Mogadore Residents. Rental Fee and Deposit must be paid in full before securing of desired rental date. The use of the subject premises shall be solely upon the terms and conditions set forth herein as follows:

The Event Date will be reserved only upon the Mogadore Administrative Office receipt of both the Rental Fee and Security deposit in conjunction with this contract. Entry on premises by Lessee shall be solely at such time as the Administrative Office determines. No refund of any monies shall be made unless cancellation is delivered in writing to the Village Administrative office, 135 South Cleveland Ave., Mogadore, Ohio 44260 according to the following cancellation policy schedule.

- |                                 |             |                                 |            |
|---------------------------------|-------------|---------------------------------|------------|
| * 90 + days before rental date  | Full refund | * 89-60 days before rental date | 75% refund |
| * 59-31 days before rental date | 50% refund  | * 30 days before rental date    | NO REFUND  |

As the Lessee of the Community Center, you are responsible for ensuring that all catering equipment is removed from the premises. Any equipment left by the caterer will be stored at a rate of \$50.00 per day and levied against the security deposit. THIS IS A NON-SMOKING FACILITY.

Lessee is responsible for any and all damages caused by guests and/or caterer, both inside and outside of the Community Center. Please make sure your caterer is aware of the above rules and regulations. Any extra cleaning needed by Mogadore, will be deducted from your deposit at the rate of \$50.00/hour. Lessee will be responsible for removing all personal property from the Community Center the same day as the rental usage of the building. If this provision is not complied with, the Administrative Office will consider all items as abandoned. Lessee shall not assign any of its rights or obligations under this Agreement to any other person or organization without the prior written consent to the Administrative Office.

This agreement shall not be considered renewable or of a continuing nature. In the case of organizational rentals, the Village of Mogadore reserves the right to reassign facilities where two entities desire the same rental area. The mayor may waive security deposit for non-profit organizations using the Center for meetings. In the case of reassignment, the Village shall give 10 business days notice to reassigned lessee of the reassignment. Reassigned Lessee shall be permitted to cancel the event with 10 days of receipt of such reassignment notice and shall receive a full refund of any Security Deposit paid.

**PLEASE NOTE - IMPORTANT**

**Lessee hereby waives and releases any claims against the Village of Mogadore and specifically agrees to defend, fully indemnify and hold the Village of Mogadore and its employees harmless from any other claims or cause of action arising out of lessee's use of the premises of every nature whatsoever, including claims arising out of the service of food and/or beverages to members or guests of Lessee.** Lessee will be solely liable for all damages to this facility and its appurtenances that occur during its use, ordinary wear and tear expected. If tables or chairs are moved during rental by lessee or someone in lessee's party, lessee assumes all responsibility for any injuries resulting therefrom.

By executing this Agreement this signatory certifies that the lessee named below will be the actual user and occupant of the Village's facility. I have read and understand all of the rules and regulations regarding the use of this facility, I have also read and understand the above rental agreement and agree to the terms and conditions as written. It is understood that there will be no consumption of alcohol at this facility on the event date: \_\_\_\_\_.

\_\_\_\_\_  
Lessee: Authorized Signature

By: \_\_\_\_\_  
VILLAGE OF MOGADORE                      DATE: