

## INDOOR FACILITY LICENSE AGREEMENT

This **Agreement** is made on (date) between MetroParks of Butler County, Licensor, hereinafter referred to as "MetroParks" and *(name) (organization/group)* hereinafter referred to as "Licensee." It is mutually agreed between the parties as follows:

Licensee agrees to use the *(Facility)* for the purposes of a *(event/purpose)*.

**EVENT/ RENTAL DATE:** Date of Event **EVENT TIMES\*:** Time of Rental Total Fee FACILITY RENTAL FEES: **Deposit Payment Due Date:** 2 weeks from date reserved **DEPOSIT DUE:** 50% of fee (2 Weeks from Date Reserved) **Final Payment Due Date:** 30 days prior to event FINAL PAYMENT DUE: 50% of fee (30 Days Prior To Rental Date)

I certify that I have received and agree to the Indoor Facilities Usage Policy (see attached).

Licensee:	Name	Licensor:	MetroParks of Butler County
	Organization/Group		2051 Timberman Road
	Address		Hamilton, Ohio 45013
	<mark>City, State, Zip</mark>		(513)867-5835 (Phone)
	<mark>Phone Number</mark>		(513)867-5954 (Fax)

Signature:	Leave Blank	Employee Signature:	Leave Blank
Printed Name:	Leave Blank	Printed Name:	Logged in Employee
Date:	Leave Blank	Date:	Date Reserved
E-Mail:	Auto fill customer's e-mail address		

\*Includes Set-Up/Break down/Clean up time



## All renters are expected to abide by the rules and regulations set forth in this Usage Policy and to assume responsibility for the appearance and condition of the rented facility.

- Reservations—Reservations must be made through MetroParks of Butler County by calling (513) 867-5835, Monday through Friday 8:30 a.m. to 4:30 p.m. A reservation is considered binding when MetroParks has issued a license agreement and the Licensee(s) has paid a 50% deposit. The balance of the facility rental fee is due no later than 30 days in advance of the event. If the complete rental fee is not made by the agreed date, the reservation will be released, and the rental deposit will be forfeited.
- 2. **Payment Policy**—MetroParks accepts cash, checks and most major credit cards. Personal checks can be accepted up to two weeks (14 days) prior to final payment due date. MetroParks charges a \$35 service fee for any returned checks.
- 3. **Event Hours**—Use of the facility is only for the date and time stated on the License Agreement. Events must be kept to contracted times unless pre-authorized by Park Management. Renters are responsible for set up/break down and clean up for the event. A fee of \$150 per hour for events running longer than the SCHEDULED time will be accessed without notice.
- 4. **Photography**—MetroParks requires a permit for any professional photography or video taken within the parks (including wedding family, engagements, senior pictures, and corporate groups). If you are reserving a rental space for your event the permit is included with this License Agreement for the purpose of personal use and shall not include photography/video/audio recording for the purpose of commercial reproduction, distribution or resale. Professional Photography is permitted at the facility and surrounding grounds during the time frame stated in the license agreement. All photographers must adhere to park rules and regulations and avoid any damage to the parks and disruption of other visitors or park activities.
- 5. Holidays—There is a 20% increase on all Federal Holidays and/or MetroParks observed Holidays.
- 6. **Smoking**—All facilities are **SMOKE FREE**.
- 7. **Food Service**—Licensee(s) may bring in their own food and nonalcoholic beverages when reserving this facility.
- 8. **Alcoholic Beverages**—Possession and consumption of alcoholic beverages is prohibited per MetroParks Rules and Regulations. It is only available through a licensed caterer with a certificate of liability insurance. Prior authorization must be given.
- 9. **Kitchen River Center**—the refrigerator, microwave, coffee pot, and sink, are free to use with the facility rental. Please ensure the facility is in the same condition when you leave as it was when you arrived. Please do not leave any items in the area that you brought with you. Please ensure that the



Recycling Bins are used if ones are provided.

- 10. **Minimum Age**—The individual signing the license agreement must be 21 years of age or older and is responsible for organizations/groups conduct, and respect for the facility.
- 11. **Decorations**—Licensee(s) may not attach any fixtures, change, alter or make additions to the walls, doors, windows, floors or ceilings of the rented facility. Decorations are limited to tables only in order to protect walls and other surfaces. No confetti, rice, glitter, punch-outs, sparklers, etc. are permitted. Linens will not be provided; if desired, Licensee can provide their own. Candles may be used if they are enclosed within a holder made of non-flammable materials. Battery operated tea lights recommended. No smoke effects, fog machines, explosives, or pyrotechnics are allowed in the facility.
- 12. **Personal Property**—MetroParks of Butler County personnel and volunteers are not responsible for any materials, equipment and or personal property brought for the Licensee's function. All such items must be removed immediately following the renter's function.
- 13. **Facility Access**—MetroParks of Butler County staff will have access to any rented space during the rental period provided the activities of MetroParks personnel do not unreasonably interfere with the authorized activities of the renters. A MetroParks employee or representative will unlock/lock the facility at the time requested by the person responsible for the use of the facility. The person responsible for the use of the facility must be present at all times; the facility will not be unlocked until that person arrives.
- 14. **Safety, Security, and Law Enforcement**—The MetroParks Division of Police has primary law enforcement jurisdiction within the park and in park facilities. Park Law Enforcement Officers patrol park sites regularly. Those licensees with special safety or security concerns must coordinate with the MetroParks in advance. Additional Park Officers may be available to increase private event safety and security for a standard rate per hour.
- 15. **Firearms**—No firearms are permitted on the premises or in any building in the park unless carried by a law enforcement officer.
- 16. **Branding**—The Licensee(s) will not use the MetroParks of Butler County name and/or logo on any materials in a manner that infers the Park District is a sponsor/co-sponsor or in any way affiliated with the renter's group without written permission. MetroParks of Butler County facility name and/or logo may be used only for reference of event location unless a sponsorship or co-sponsorship agreement has been authorized in writing by the Executive Director.
- 17. **Parking**—Parking is free, however, there may be other events scheduled at the same time as your event, consequently parking may be limited at times. The River Center is handicapped accessible.
- 18. **Miscellaneous**—Rentals include tables, chairs, and free parking. Wi-Fi is available at the River Center. When a facility is rented, customers are permitted to bring outdoor activities (corn-hole,



volleyball, etc.) as space allows and previous arrangements are made with MetroParks staff.

- 19. **Cancellations** If Licensee desires to cancel this Agreement, and if notification is given in writing to MetroParks at least 90 days prior to the date reserved, MetroParks will refund any previous payment made by the Licensee for this rental less a processing fee of 10% based on full facility rental rate. If the Licensee cancels the reservation less than 90 days prior to the event, the user will be offered a credit minus the 10% processing fee for the full facility rental rate to use for a future date within one year of the cancelled date. Cancellations received less than 14 days prior to the scheduled event will not be eligible for a refund of the deposit or any other payments made. Rescheduling a rental is based on availability.
- 20. **Terminations**—MetroParks of Butler County reserves the right to grant or refuse rental to anyone or to terminate rentals at its discretion. MetroParks may terminate Facility License Agreements if Licensee fails to perform any of its obligations hereinafter set forth or, if in MetroParks opinion appears to be financially insecure, in violation of the law, or about to default under the terms of the Agreement or Usage Policy. Upon termination of the Agreement, for whatever reason, Licensee agrees to immediately remove, at Licensee's expense, all its property from the premises and to forfeit all advance payments made to MetroParks. MetroParks will not be liable to the Licensee's suppliers or vendors for any of the charges generated by, or any deposits made to, providers of services for the event.
- 21. **Damage Deposit**—The individual signing the license agreement agrees to be fully responsible for all damages, expenses, and losses, including theft and property loss caused by any person who attends, participates in, or provides goods and services connected with the use of the facility and all tangible property. Any such costs will be assessed and charged to the Licensee(s). A valid credit card must be provided 14 days in advance of the event to cover any additional fees incurred due to clean-up or repair of facility beyond normal janitorial service at the rate of \$150 per hour. Licensee(s) must leave facility clean and free of trash and hazardous materials. Any area not left in proper order and repair will be cleaned and repaired by the park district as necessary and the Licensee agrees to be billed and shall be liable for any and all costs.

## It is the responsibility of the Licensee(s) to inform their guests of these rules and regulations.