

Richfield
HERITAGE
P R E S E R V E

THE LODGE

Rental Agreement

Name:
Address:
Email:
Phone:

The capacity of The Lodge is 225

Rental Period:

Rental Fees:

Checks should be made payable to RJRD and mailed to P. O. Box 246, Richfield, OH 44286

Agreement:

By signing this rental agreement for the Lodge at The Richfield Heritage Preserve (the "Agreement"), you ("you" or "Client") and your guests, invitees, licenses, agents, employees, representatives, and vendors (each, a "Client Party") agree to abide by the terms and conditions detailed in this agreement. Failure to abide by these terms and conditions may result in additional billing charges, forfeiture of deposit and any paid rental fees, and termination of event and/or future events. This is a binding contract that incorporates the entire understanding of the parties (the Richfield Joint Recreation District (RJRD) which is the owner of The Lodge at The Richfield Heritage Preserve and the Client). Any modifications must be in writing, signed by both parties, and physically attached to the original agreement.

Description of Services: A Facility Rental includes an on-site Lodge representative, use of facility and surrounding grounds for the contracted Rental Period, and the use of on-site tables and chairs for indoor use. Our on-site staff will be at the facility attending to duties before, during, and after the event. Client is responsible for making vendors aware of contracted event times and confirming vendors can provide required services within the contracted Rental Period.

Excluded Services: The Lodge representative/representatives are not wedding/event planners or coordinators for Clients' Event, and shall not be responsible for any services normally relegated to a wedding/event planner or coordinator, including but not limited to: wedding/event timeline creation and management; running personal errands for Clients, Clients' wedding party, or Clients' Event guests; coordination of the wedding rehearsal, ceremony and/or reception; clean-up of items other than those provided by The Lodge cleaning service; and coordination of any third party vendors.

Deposit & Payment: A non-refundable deposit in the amount of 30% of facility rental fees must be received by The Lodge, together with a signed copy of this Agreement, within five (5) business days of Client reserving the facility. Total fees owed are specified on this Agreement. Reservations without payment within five (5) business days will be forfeited. The full balance is due three (3) weeks prior to the event date. Reservations made within thirty (30) days of the event require full payment at the time of booking.

Payments shall be made via personal check or money order. Checks shall be made payable to The Richfield Joint Recreation District and mailed to: P. O. Box 246, Richfield, OH 44286. There shall be a fifty-dollar (\$50.00) fee for any returned checks and all subsequent payments shall be made by money order.

Rental Period: Your Rental Period is specified on this Agreement. Client Party will not be granted entrance to the facility or access to the grounds before or after the contracted Rental Period, as it includes time for set up and tear down. Additional hours may be available for purchase prior to the event date, subject to availability. Client Party is required to allow at least one (1) hour for cleanup. Rental Periods may not extend beyond midnight on any given day.

Catering: We offer a preferred catering list but allow other caterers as well. Each caterer is required to provide full-service staff and must remain on-site for the duration of the event. Caterers working at The Lodge must carry comprehensive general liability insurance, including insurance liability with a minimum combined single limit of \$1,000,000 for each occurrence of bodily injury and property damage, and must provide (1) a copy of a certificate evidencing such liability coverage, naming the RJRD as an additional insured, (2) a copy of a valid Food Service License and (3) copies of certificates evidencing coverage under the Ohio Worker's Compensation laws.

Alcohol: No alcohol is permitted outside of the immediate parameters of The Lodge (the concrete patio) or in public parking areas. Last call for bar service must be 30 minutes prior to the contracted event end time. Alcohol will be made unavailable to guests at the contracted end time of the event. Sunday alcohol service may not commence until 11AM. Client and Client Party must abide by all state laws and regulations concerning the safe and legal usage of alcohol. Persons under 21 are strictly prohibited from the consumption of alcoholic beverages. RJRD reserves the right to restrict this privilege should Client or Client Party fail to demonstrate proper planning, leadership, and responsibility. During an event, The Lodge reserves the right to end alcohol services at its discretion.

Decorations: When designing your event, please consider time allowance for decorating. Decorations must be set-up and taken down within the contracted Rental Period, by Client or Client Party. Client shall not use nails, tape, staples or items that could potentially cause damage to the historical facility. Client must provide their own ladder for decorating. Candles must be enclosed in either hurricane glass globes or votive glass containers. All decorations and centerpieces are subject to The Lodge approval, and staff reserves the right to remove any decorations against policy or deemed unsafe or damaging. To protect and preserve the natural resources of the Richfield Heritage Preserve, no fog machines, flaming luminaries, confetti, glitter, streamers, or synthetic petals may be used at any time.

Equipment and Rentals: Set up and tear down of indoor on-site facility tables and chairs and equipment is included in your rental fee and will be performed by The Lodge volunteers or staff. We do not move our furniture outdoors. Therefore, chairs must be rented for any outdoor ceremony. If you opt to rent or bring in your own equipment, the Client or caterer will be responsible for set up and/or tear down. Delivery, storage, and pick up of rental equipment must be coordinated with The Lodge prior to your event. The Lodge is not responsible for incomplete equipment rental orders.

Facility and Environmental Ethics: Client acknowledges and agrees that it has examined and inspected the park and applicable park facilities to assess its condition, suitability and fitness for its permitted use. The Richfield Joint Recreation District makes no express or implied warranties of any kind or nature whatsoever, including, without limitation, any express or implied warranties of suitability or fitness for any use, purpose, or function. The right to use the park and applicable park facilities granted hereby is expressly granted on an "as-is" and "where-is" basis only. No changes can be made to the facility or grounds. All equipment and lighting that exists within the facility must remain intact and in the position that it occupied prior to the rental period. Light fixtures cannot be moved or adjusted for any reason. Decorations or equipment that would damage the facility, equipment, or grounds are prohibited. Client may not introduce into the environment plants or animals, or parts thereof, or items that may become food for wildlife, or items that will otherwise interfere with natural processes in Richfield Heritage Preserve. Please respect our natural resources by recycling when appropriate and caring for our public properties. If there are any damages to park facilities or property resulting from actions by Client or any Client Party, RJRD will deem Client accountable and will charge Client accordingly.

Entertainment: If a band/musicians/DJ requires a facility tour, please have them contact The Lodge to schedule an appointment. Entertainment must end one (1) hour prior to contracted event end time.

Harassment: Client understands and agrees that in the event The Lodge staff determines in its discretion that it has suffered any inappropriate behavior by the Client or any Client Party during the event planning process or Rental Period which rises to the level of harassment (physical or verbal) toward the Richfield Heritage Preserve, or its agents, contractors or employees, the offending person will be asked to leave the wedding or event. If they refuse to leave. The Lodge staff will contact law enforcement and terminate the event, and in such a situation, Client expressly agrees to release and hold the Richfield Heritage Preserve and its agents, contractors and employees harmless from any and all liability as a result of any resulting incomplete wedding services and Client agrees that all payments tendered up to the point of termination shall be retained by The Lodge.

Liability and Damages: Client shall indemnify, defend and hold harmless the Richfield Joint Recreation District and its trustees, directors, officers, managers, employees and agents from and against any and

all demands, claims, causes of action, judgments, fines, penalties, damages (including consequential damages) liabilities, losses and expenses (including reasonable attorney's fees and costs of litigation) arising from or incurred in connection with: (i) the use or occupancy of the Lodge and/or the Heritage Preserve Park and its facilities or any portion thereof by Client or any Client Party; (ii) any acts, omissions or negligence of Client or any Client Party; or (iii) any breach or violation of the Agreement by Client or any Client Party. Client is responsible for any and all damages caused by any Client Party or other person attending the event, with the exception of damages caused by RJRD staff or volunteers who are not Client parties. Client agrees to pay the cost of repairs or replacement of any damage to the facility, equipment, or furniture. Client assumes full responsibility for theft, loss, or damage caused or suffered by Client or any Client Party. The Richfield Joint Recreation District is not responsible for any damage or loss of material or equipment brought into the facility prior to, during, or after an event. Client is responsible for ensuring that any Client Party review and comply with this Agreement. The Richfield Joint Recreation District shall not be liable for any failure of or delay in the performance of its obligations to Client for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. IN NO EVENT SHALL THE RICHFIELD JOINT RECREATION DISTRICT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT OR NEGLIGENCE.

Cancellation/Date Changes: In the event that Client decides to cancel or call off the Event for any reason, RJRD will retain the non-refundable deposit identified in this Contract regardless of when such decision is made. Notice of cancellation of the Event must be given to RJRD in writing. In the event that a cancellation occurs thirty (30) days or less before the Event date, there shall be no refunds and payment in full for the outstanding balance of the total fees shall be due from Client within five (5) business days of notice of cancellation. If Client decides, for any reason, to postpone or reschedule the date of the Event, official notice must be given to The Lodge in writing. In order to apply the deposit and any already-tendered payments toward an alternate date, Client must select a new Event date within the same calendar year as the original Event date identified in this Agreement, or within six (6) months of such original Event date, whichever is later. Any rescheduling is subject to the availability of the facility and the approval of The Lodge. Date changes may result in additional fees in accordance with The Lodge's current fee schedule. If Client fails to select a new Event date, or should The Lodge be unable to accommodate the new date selected by Client, this Contract shall terminate and The Lodge shall be entitled to retain the non-refundable deposit. If Client fails to select a new Event date, or should The Lodge be unable to accommodate the new date selected by Clients, and the notice of date change/postponement was made by Client thirty (30) days or less prior to the original Event date, the deposit shall remain non-refundable, and payment in full for any outstanding balance of the total fees shall be due from Clients. The fees stated above represent a reasonable estimate of the loss suffered by The Lodge in the event of a termination of the Contract, as compensation for the reservation of Clients' original Event date and for services already rendered by The Lodge prior to the termination, including pre-Event consultation, and are not intended to be a penalty.

Richfield Heritage Preserve Policies: Client agrees to comply with RJRD/RHP policies set forth below:

Security: The Lodge will engage security personnel from the Richfield police department for a minimum of the last four hours of the Rental Period for all events where alcohol will be consumed.

Smoking: The Lodge prohibits smoking inside all facilities. Smoking is permitted outside in designated areas, and smokers must use provided receptacles.

Pets/Animals: No animals are permitted inside The Lodge facilities. **Fires:** Fires are only permitted in fireplaces and firepits and are only to be started and extinguished by The Lodge staff. Firewood will be provided. You may not bring additional firewood/kindling into the Richfield Heritage Preserve due to a serious threat to parks from wood that may be infested with the emerald ash borer beetle.

Photography: Client acknowledges that The Lodge reserves the right to photograph events and consents to the use of such photography including of Client Parties by RJRD. Photographs may be used in future advertising and promotion of The Lodge.

Prohibited Activities: Client and any Client Party are prohibited from engaging in any activity that would (i) cause injury, damage or impairment to park resources, (ii) create an unsafe or unhealthy environment for other visitors or employees, (iii) unreasonably interfere with the general visitor experience at the park, or (iv) otherwise be inappropriate in a public park setting (such as acts that are obscene or conflict with public decency).

Additional Policies: Firearms or weapons of any kind are prohibited in The Lodge. The Lodge reserves the right to ask for an organization's certificate of liability. Client acknowledges that all RJRD/Richfield Heritage Preserve policies referred to herein are subject to change or modification without notice. Client agrees that such changes, modifications, additions, or deletions to The Lodge policies shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting new policies on the website.

Governing Law; Jurisdiction: The laws of the State of Ohio shall govern this contract. Any action or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement must be brought in the courts of the State of Ohio. Each of the parties knowingly, voluntarily and irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum.

Client Signature: _____

Printed Name: _____ Date: _____

For Richfield Joint Recreation
District: _____

Name and Title: _____ Date: _____