



Board of Trustees 3883 S. State Route 605 Galena, Ohio 43021 740-965-2661

Harlem Township Facility Use/Rental Agreement

Revised: May 31, 2022

- Check one: \_\_\_ Harlem Township Community Room
\_\_\_ Harlem Township Grange Hall
\_\_\_ Harlem Township Park

Describe: \_\_\_\_\_ (Shelter or Ball field?)

Is the renter a resident of Harlem Township or a Township-based organization? \_\_\_ (Y/N)

Date(s) requested: \_\_\_\_\_

Organization Name: \_\_\_\_\_ Meeting time: Start \_\_\_ Finish \_\_\_

Purpose of Meeting: \_\_\_\_\_ Number of attendees: \_\_\_\_\_

\*\*\*\*\*

Renter:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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Organization type: (Check one)

\_\_\_ Governmental agency \_\_\_ Youth group \_\_\_ Civic/Homeowner Assoc.

\_\_\_ Township resident \_\_\_ Other: (specify) \_\_\_\_\_

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The renter agrees that the use of the facility shall be upon the conditions contained in the Rules of Use policy sheet as approved by the Harlem Township Board of Trustees and at the exclusive risk of the renter and his/her guests, invitees or participants. No liability shall be attached to Harlem Township, Delaware County, Ohio, its Board of Trustees, elected and appointed officials, employees, agents, volunteers, and others working on behalf of Harlem Township.

## **TERMS AND CONDITIONS:**

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In consideration of the use of the facility, the Renter agrees to rent the facility from the Board subject to the following terms and conditions:

### Indemnity:

To the fullest extent of the law and without limitation, the Renter agrees to indemnify and hold free and harmless the Board, Harlem Township, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Renter's or any guest of the Renter's use of the Room, Building, and/or Grounds and/or the actions or omissions of the Renter, any guest of the Renter, or any other person that the Renter allows or permits to be in the Room, Building, and/or on the Grounds. The Renter agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Renter shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Renter further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Renter shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

### Damage to Property:

The Renter shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Renter, any guest of the Renter, or any other person that the Renter allows or permits to be in the Room, Building, and/or on the Grounds.

### Termination/Cancellation:

The Renter may terminate this Agreement at any time at least fourteen (14) days prior to the day of the Event and for any reason by providing written notice to the Board. Under such circumstances, the Renter shall be entitled to receive a refund of the security deposit and any rent paid.

The Renter may terminate the Agreement within fourteen (14) or fewer days of the Event by providing written notice to the Board, however, under such circumstances, the Board shall be entitled to retain the entire security deposit.

The Board may terminate this Agreement at any time and for any reason by providing written notice to the Renter. If the Board terminates this Agreement, the Renter shall be entitled to receive a refund of the security deposit and any rent paid.

Notices:

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, and shall be effective on the date received. Notices to the Renter shall be delivered to the address for the Renter as indicated in the Renter Information section above. Notices to the Board shall be delivered to the following address:

Harlem Township Board of Trustees  
3883 S. St. Rt. 605  
Galena, Ohio 43021

Governing Law:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

Entire Agreement:

This Agreement, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

**CONTACT INFORMATION:**

To schedule use of any township facility please contact Carl Richison via e-mail at [crichison@harlemtwp.com](mailto:crichison@harlemtwp.com). Once availability is confirmed, completion of written application for use must be received no less than 14 days prior to the date of use. Completed agreement and payment needs to be delivered the Harlem Township 3883 S. State Route 605, Galena, OH 43021.

**CANCELLATION POLICY:**

If the event must be canceled by the party renting the facility it must be done 14 days prior to the event or all or part of the deposit may not be returned.

Key/Prox Card issued (number): \_\_\_\_\_ Other access method: \_\_\_\_\_

Deposit due: \$\_\_\_\_\_ Amount Received: \$\_\_\_\_\_ By: \_\_\_\_\_

Fees due: \$\_\_\_\_\_ Amount Received: \$\_\_\_\_\_ By: \_\_\_\_\_

**SIGNATURES:**

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

**RENTER**

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Renter

**FISCAL OFFICER  
HARLEM TOWNSHIP  
DELAWARE COUNTY, OHIO**

\_\_\_\_\_  
Fiscal Officer

\_\_\_\_\_  
Date