

RESOLUTION 2005-04

**SHELTER HOUSE RENTAL AGREEMENT
WEST UNITY MEMORIAL PARK**

The Village of West Unity (hereinafter referred to as "Village") agrees to RENT the _____ (Old or New) Shelter House located within the Memorial Park in the Village to the individual (hereinafter referred to as "Renter") whose name and signature appear below.

DATE OF RENTAL _____ AMOUNT PAID _____

RENTER'S NAME _____ PHONE _____

RENTER'S ADDRESS _____

If approved – return deposit to: NAME _____

ADDRESS _____

Rules, Regulations and Conditions of Rental Agreement

1. The Renter agrees to abide by ALL STATE LAWS, Village Ordinances and all rules contained within this rental agreement during their use of the Shelter House.
2. The Renter agrees to clean the premises and restore it to its original condition following their use of the premises. Failure to abide by such may result in the loss of Renter's deposit.
3. **Proof of Liability Insurance:** The Renter agrees to provide the Village with a certificate of personal liability insurance extending coverage for the rental of the Shelter House in a minimum amount of \$500,000 of liability coverage.
4. **No Alcohol:** The Shelter House is not a licensed establishment for the consumption of alcoholic beverages. Renter agrees not to serve or permit the consumption of any alcoholic beverages on the premises.
5. **Reimbursement for Damages:** The Renter agrees to reimburse the Village of West Unity for the entire cost of any repairs made necessary due to any damage occurring to the premises while being used by the Renter.
6. **Indemnification:** Renter shall indemnify the Village against, and hold the Village harmless from, all claims, actions, proceedings, damages, and liabilities, including attorneys' fees, arising from or connected with Renter's possession, use, and return of the rented property.
7. **Right to Cancel:** The Village reserves the right to cancel this Agreement at any time for any misrepresentations or false information regarding the use of the premises.

8. **Applicable Law:** This Rental Agreement and the construction of such shall be governed by the laws of the State of Ohio.
9. **Limitation on Liability:** THE MAXIMUM LIABILITY, IF ANY, OF THE VILLAGE FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM VILLAGE'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WITH RESPECT TO THE RENTAL OF THE SHELTER HOUSE, OR ANY SERVICES IN CONNECTION WITH THE SHELTER HOUSE, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE RENTAL PRICE STATED HEREIN. IN NO EVENT WILL THE VILLAGE BE LIABLE TO RENTER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Severability:** If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and will in no way be affected, impaired or invalidated.
11. **Entire Agreement:** The terms and conditions contained in the Agreement are the entire agreement of the parties. Any terms or conditions not contained herein are not a part of this Agreement unless specifically agreed to in writing and made a part of this Agreement.

FULL PAYMENT OF \$40.00 IS DUE (OR OTHER ARRANGEMENTS MADE WITH THE VILLAGE OFFICE) TO RESERVE THE DESIRED DATE. A REFUND OF \$15.00 WILL BE PAID WITHIN 30 DAYS IF THE SHELTER HOUSE IS LEFT IN ORDER AND CLEANED.

By signing this rental agreement, I understand, agree with, and agree to abide by all the rules, regulations and conditions set forth herein. I also agree that should any issues arise concerning the Village's property, I will immediately contact the Village of West Unity Police Department at 419-924-2271 and inform them of the matter.

This agreement is subject to approval by the Village and shall not be considered binding upon either party until so approved below.

Renter's Signature

Date

Village Approval:

Agent for the Village

Date