## **BRISTOL TOWNSHIP**

Board of Trustees P.O. Box 254 1864 Greenville Road Bristolville, Ohio 44402

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The following Application and Rules have been promulgated by Bristol Township to ensure that all township facilities are used efficiently and safely. Violation of any rule, misuse of any area of a township facility or use other than what was applied for and permitted will result in revocation of responsible parties ability to use any township facilities in the future and/or forfeiture of any fee/deposit.

Any outside vendors providing services to the event or meeting must also provide a Certificate of Insurance naming Bristol Township as an additional insured for the policy. The terms of the policy should incorporate the event date.

#### Applicants must show proof of residency to receive resident rates.

#### **GENERAL INFORMATION:**

NAME:		PHONE:		
ADDRESS:				
DATE REQUESTED:		_TIME:	AM/PM to	AM/PM
FACILITY REQUESTED:	Old Firehall Community Cente Townhall Conference Room	r		
TO BE USED FOR:				
	TO BE SERVED: YES vill be served rules and terms appl		d rules.	

Please note: Your rental is not guaranteed until the deposit is received. All reservations must be confirmed at least one (1) week prior to the reserved date. Cancellations must be made at least one (1) week prior to the reserved date.

Please sign and send back the contract with two (2) checks - 1 for rental fee, 1 for refundable deposit.

#### **Rental Fees:**

**Old Firehall Community Center: 150 People Max** (Tables: 20 - 60" Round, 12 - 8' Rectangular, 175 Chairs) Deposit: \$50.00 No Alcohol Deposit, Alcohol Deposit \$200.00, if having alcohol must have Sheriff Deputy Rental Fee: Resident \$150.00/day, Non-Resident \$250.00/day **Townhall: Resident: 80 People Max** (Tables: 10 - 8', 80 chairs) Deposit \$50.00 Rental Fee: Resident \$175.00/day, Non-Resident \$275.00/day **Conference Room:** \$25.00

## ASSUMPTION OF LIABILITY/INDEMNIFICATION/WAIVER OF CLAIMS:

In consideration of the use and enjoyment of the above described township facility:

- 1. I/we the undersigned agree to use this facility in accordance with the Rules attached hereto, and to be responsible for any and all damages to the facility arising out of my/our conduct or negligence or the conduct or negligence of any of my/our guests or patrons on the premises;
- 2. I/we agree to indemnify and hold harmless the Bristol Township Board of Trustees and their employees and/or agents from any liability arising out of my conduct or negligence or the conduct or negligence of my guests or patrons, by acts, errors or omissions;
- 3. I/we hereby waive any and all claims against the township, its elected officials, employees, agents and representatives, and accept use of premises in its "AS-IS" condition.

## **SECURITY DEPOSIT:**

A \$200.00 refundable security deposit is required for ALL township facilities when alcoholic beverages are being served, otherwise the advance deposit will be in the amount of one half (1/2) of the total rental fee charged. The deposit will be refunded within fourteen (14) days of the rental if Responsible Party/Parties is in compliance with all rules and regulations and the premises is left clean and without damages, in the same condition as it was rented.

The Security deposit is due at the time the facility is reserved and must be in the form of a check or money order. No cash accepted.

The deposit will be forfeited under the following circumstances:

- \* Failure to cancel reservation with at least one (1) week notice to township;
- \* Failure to clean facility;
- \* Failure to return key;
- \* Failure to secure facility including activation of security system, if applicable;
- \* Damages to facilities or furnishings;
- \* Possession or consumption of intoxicating beverages without previous permission from the Township;
- \* Failure to return tables and chairs to their original positions;
- \* Any other act of negligence;.
- \* Breach of rules and regulations or rental contract

Responsible Party/Parties hereby warrant that he/she will be personally responsible for the cost of repair of any damage over and above that covered by the security deposit, as determined by the Township Administrator.

Responsible Party/Parties recognize that Bristol Township is in no way responsible for lost, damaged or stolen items.

### FORCE MAJEURE:

The township shall not be liable for unavailability of the township facility on the reserved date to the extent said unavailability is due to causes or circumstances beyond the township's control including, without limitation: natural disasters (earthquakes, storms, snow, floods), wars, strikes, acts of God, performance failures of parties outside the control of the township (e.g., disruptions in electrical or water/sewer service attributable to the provider of the electrical and/or water/sewer services), and damage or destruction to the facility, or emergency necessitating the use of the facility for a different purpose on the date of the reservation.

#### **APPROVAL:**

The above request for reservation and use of the above reference township facility is approved.

	Ck#
Deposit: \$	Ck#

Township Official: \_

IN WITNESS WHEREOF, I/we have affixed my/our signatures with the intent to be legally bound, and to comply with the attached Rules and Regulations, which are attached and incorporated herein:

Date:			
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**Responsibility Party** 

**Responsibility Party** 

## **BRISTOL TOWNSHIP FACILITY RULES AND REGULATIONS**

- 1. Use of the facility will be governed by the Bristol Township Board of Trustees and must be approved in advance.
- 2. A designated representative of Bristol Township, at the direction of the Board of Trustees, will be responsible for verifying the condition of the facility premises both before and after use. A determination will be made if any damage or excessive cleaning costs are incurred. Any and all costs will be the responsibility of the Responsible Party.
- **3**. The number of occupants permitted in each facility shall not exceed the limits set by the Bristol Township Fire Department, in accordance with the Ohio Revised Code.
- 4. Proper supervision of guests/patrons of the Responsible Party/Parties must be maintained at all times, with strict supervision of all children under the age of sixteen (16).
- 5. No disorderly or rowdy conduct or offensive/profane language shall be permitted.
- 6. Responsible Party/Parties shall leave the facility in the condition in which it was rented, including the set-up or take-down of tables/chairs, and shall be responsible for all clean up of the facility, including any outdoor areas used, as well as proper disposal of all trash, waste and refuse into the appropriate waste containers provided at the facility.
- 7. Responsible Party/Parties shall promptly notify Bristol Township of any injury sustained by any party, or of any damage to township property that occurs in the course of Responsible Party's use of the township facility.
- 8. No pets or animals are permitted inside any township facility without permission from the Board of Trustees. Working or companion animals accompanying disabled visitors are exempted.
- 9. Use of any township audio/visual equipment must be authorized prior to the event.
- 10. Parking is allowed in designate parking areas only.
- **11**. The following activities are not permitted on township property: gambling, smoking, illegal drugs, and possession of firearms or other weapons.
- **12.** A Bristol Township official shall have the right to enter said premises during the rental period to ensure compliance with these Rules.
- **13**. Responsible Party/Parties shall maintain a copy of the rental contract receipt with him/her during the rental as evidence of the reservation.
- 14. Taping, tacking, or affixing anything to the walls, doors or ceiling of any facility is prohibited without prior permission from the township.
- **15.** Responsible Party/Parties assumes all liability for any outside vendors hired for the event, as well as for their contractors, subcontractors, and respective agents, employees and representatives, that will be working at the event in connection with the proposed use of the township facility.

# ADDITIONAL RULES FOR USE WHEN ALCOHOLIC BEVERAGES ARE TO BE SERVED:

In consideration of the use and enjoyment of the above-described township facility, I/we the undersigned agree to the following additional terms and conditions in the event I/we serve alcoholic beverages during the use of the township facility on the date reserved:

- 1. Responsible Party /Parties shall provide and pay for security during the even with a minimum of (1) off-duty Trumbull County Sheriff's Deputy to be in attendance at the event at all times; and
- 2. Responsible Party/Parties agree to indemnify and hold Bristol Township, its employees, elected officials, agents and representatives harmless from any and all claims, penalty, charges or violations of laws, regulations, resolutions or ordinance occasioned by the neglect, act or omission of any event/bar staff and their employees, agents, subcontractors, representative, and volunteers, and further indemnify and hold Bristol Township harmless from any and all claims, demands, suits, proceedings or causes of action, for loss, damages or expense, including injury to person or property arising from the acts or omissions of, or caused by any event/bar staff and their employees, agents, subcontractors, representatives, and volunteers in the course of performance or in connection with the proposed use of the township facility.
- 3. When alcoholic beverages are served, the following additional rules apply:
  - a. The <u>sale</u> of alcoholic beverages is prohibited.
  - b. Alcoholic beverages shall not be furnished to minors under the age of twenty-one (21).
  - c. Alcoholic beverages shall not be furnished to intoxicated persons, habitual alcoholics or to those whom the Liquor Control Department has prohibited the sale of intoxicating beverages.
  - d. Furnishing of alcoholic beverages will cease no later than 12:00 o'clock midnight.
  - e. Responsible Party/Parties are responsible for ensuring compliance with all Ohio laws pertaining to the use or consumption of alcoholic beverages.

NOTE: Bristol Township reserves the right to amend its facility use rules and fees at any time without notice to the public.