

KINGSTON TOWNSHIP PAVILION RENTAL APPLICATION

Please complete all sections below.

Name of Renter: _____

Group/Organization (if applicable): _____

Address: _____

Preferred Phone: _____ Email: _____

Event Name: _____

Date of Event: _____ Back-Up Date: _____

Time of Event (including set-up and tear-down time): _____ AM/PM to _____ AM/PM

_____ Total # of Hours Rented

_____ Resident Rate: \$100/day

_____ Non-Resident Rate: \$200/day

_____ Non-Profit Rate: \$50/day

Reservation Confirmation Process:

- A driver’s license or photo ID is required to receive the resident rate.
- The entire rental fee must be received to confirm date.
- Please submit a check payable to Kingston Township for the entire rental fee.
- You will receive a confirmation email when your date is confirmed.
- You will also receive another email 2 days prior to your event with a time-sensitive access code for the date of your event. This will allow your group access to the pavilion restrooms.

The renter agrees to abide by the Kingston Township Pavilion Rental Agreement. I have read and understand and agree to all terms stated in the Kingston Township Pavilion Rental Agreement in its entirety.

Renter Signature

Date

TOWNSHIP USE ONLY

Date Requested: _____ Rent Received: _____ Confirm. Emailed: _____

Access Code Emailed: _____ Twp Rep Initials: _____

KINGSTON TOWNSHIP PAVILION RENTAL AGREEMENT

The renter and sponsoring group agree(s) to abide by the laws of the State of Ohio, the rules and regulations of Kingston Township, Delaware County, Ohio, and to use the facility only as described herein:

1. Renter Requirements:
 - a. Resident Rates require proof of residency in the form of a driver's license to receive resident rate.
 - b. Persons renting the Township Pavilion must be at least twenty-one (21) years of age. The individual on the Kingston Township Rental Agreement must be present during the entire use of the pavilion by the group.
2. Reservation Conditions
 - a. Reservations are nontransferable.
 - b. Hall and pavilion rentals are limited to 2 total rentals per person/group per year. Additional rentals will need approval from the Board of Trustees.
 - c. Pavilion rental hours are dawn to dusk, which changes throughout the year based on the timing of sunrise and sunset.
 - d. Reservations will be made on a "first come, first served" basis.
 - e. Reservations will be accepted up to 4 months in advance. Dates will not be held.
 - f. The use of the Township Pavilion for official Kingston Township business takes precedence over any other use; and the Township reserves the right to cancel the use of the Pavilion by an outside organization or individual if the Board of Trustees determines that the Pavilion space is needed for Township purposes.
3. Refunds:
 - a. Once a date is reserved there will be no refunds of the Township Pavilion rental fees unless due to unforeseen circumstances, such as a weather emergency or cancellation of rental due to necessary usage of Township Hall for official township purposes.
 - b. Any refund will need to be approved by the Board of Trustees. Dates may be adjusted if available and mutually agreed upon and approved by a Township Trustee or Fiscal Officer.
4. Sales or Fundraisers
 - a. For-profit events or fundraisers of any kind are not permitted to take place on Township property.
 - b. Sales are not permitted to take place on Township property.
 - c. Food trucks or other vendors may not park within any Township property.
5. Use of Space:
 - a. Reservations are for the covered Pavilion area only.
 - b. The rental agreement for use of the Township Pavilion does not entitle the renter to restrict the general public from using adjacent facilities such as the Township Hall or parking lot.
 - c. The facility is a Township park, so walk-on use is permitted; however, walk-on users must relinquish all facilities to renters. Please have a copy of the signed rental agreement at your event in case of this scenario. A schedule of confirmed events in the Hall and Pavilion will be posted on the bulletin board on the outside of the Township Hall.
 - d. Kingston Township does not provide dishes, silverware, table covers, kitchen utensils, paper products, etc. You must bring any serving ware you will need for your event. Any items left behind will be discarded.
 - e. Picnic tables and trash cans must stay in place within the Pavilion and not moved.
 - f. Set up of the gathering will be done on the day of the event. The Pavilion should be attended once items have been placed. Kingston Township is not responsible for lost, stolen, or damaged items that are left unattended.
 - g. Glitter and confetti are prohibited. Balloons must be secured.
 - h. All activities must be under the supervision of an adult. Children must be always supervised and avoid the parking lot area.
 - i. Noise must be kept to a reasonable level.
 - j. Only charcoal should be used in the available grill inside the pavilion.

- k. Any equipment shall be approved by the Kingston Township Board of Trustees prior to the event date, such as: kids jumping apparatus, dunking machines, animals, etc.
6. Damage:
 - a. Do not attach decorations, posters, signs, or similar items to any wall, ceiling, structure or sign.
 - b. Fireworks are prohibited.
 - c. Renter agrees to reimburse the Township for any costs it may incur to repair any damage you cause to the facilities, building, and equipment.
 7. Health and Safety:
 - a. No alcoholic beverages or intoxicated persons are to be on Township property.
 - b. Smoking and the use of tobacco or marijuana products are prohibited in the Township Hall.
 - c. Maximum occupancy per Fire Code is 77 people.
 8. Clean-up:
 - a. The facility must be clean and returned to its previous condition.
 - b. All trash and debris should be bagged and placed in the dumpster in the parking lot.
 - c. Restroom doors shall be secured.
 - d. Premises must be vacated at the scheduled time (dusk).

Renter is responsible for group conduct. The responsible individual will not be issued future rentals and will be charged for damages/staff time if guests cause damage to the facility including excessive trash/litter.

The applicant hereby agrees that the use of the facility described above shall be upon the conditions listed above and at the exclusive risk of the applicant and his/her guests. No liability shall be attached to Kingston Township, Delaware County, Ohio, its Board of Trustees, elected and appointed officials, employees, agents, volunteers, and others working on behalf of Kingston Township.

The applicant further agrees to defend, pay on behalf of, indemnify and hold harmless, Kingston Township, Delaware County, Ohio, its Board of Trustees, elected and appointed officials, employees, agents, volunteers, and others working on behalf of Kingston Township against any and all claims, demands, suits, and loss including all costs connected therewith. This includes but is not limited to, attorney fees for any damage that may be asserted, claimed or recovered against or from Kingston Township, its Board of Trustees, elected and appointed officials, employees, agents, volunteers and others working on behalf of Kingston Township, by reason of personal injury including, but not limited to, bodily injury and death and/or property damage. This includes but is not limited to, loss of use thereof which arises out of the alleged negligence of Kingston Township, its Board of Trustees, elected or appointed officials, employees, agents, volunteers, and others, working on behalf of Kingston Township and/or in any way connected or associated with this contract.

I have read the contract and agree to its terms.

Renter Signature

Date

Authorized Township Representative Signature

Date