



Preble County Council on Aging Rental Agreement

Name: _____ Phone #: _____

Address: _____

City: _____ State: _____ Zip code: _____

Date of Event: _____ Time: _____ Total Hrs: _____

Type of Event: _____ # of People: _____

We are thankful you have chosen Preble County Council on Aging for your event. We are committed to providing the absolute best service to you and your family during your event. Please reach out to us at any time during this process for any reason.

The PCCOA Senior Center is reserved for the use of local area residents and businesses. Management reserves the right to deny rental of the facility at their discretion.

This Rental Agreement is hereby entered between Preble County Council on Aging, (referred to below as "PCCOA") and Party renting from Preble County Council on Aging (hereinafter referred to as "Renter"). The Renter understands this contract is issued to the responsible party listed above only - all obligations, commitments, and communications will go through the responsible party only.

Rental duration:

Renter understands that a 3-hour minimum is required on all rentals. Renter acknowledges this rental only includes the day(s) and hours listed above and has been approved by the PCCOA.

Renter is permitted to have one (1) hour setup period in advance of the rental period.

In cases where an "All Day" rental is taking place, Renter agrees and understands the event must end at 11:00 P.M. promptly due to local noise ordinance. All rented areas must be cleaned up and all persons (renters, guests, catering services, musicians, and/or DJ's) must exit the premises by 12:00 A.M or the scheduled time whichever is earlier. A representative of PCCOA will be present at all times during the event.

Security Deposit:

Renter shall remit to PCCOA a Security Deposit in advance of any rental of the premises paid with cash or check. The Renter must sign the contract on their day of booking for renting the PCCOA Senior Center. **Failure to execute the contract will result in cancellation of the rental date. Renter shall remit a minimum of \$250, plus any additional balance required per rental period, no later than thirty (30) days of the rental date.** It will be held until the rental is over and the inspection of the facilities and grounds has been completed at the discretion of PCCOA. Any and all damages or losses incurred by the PCCOA due to the actions of the Renter(s) and/or their guests, during or in connection with the rental event at the PCCOA Senior Center, are the



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sole responsibility of the Renter(s) and will be itemized and applied to these costs. If no payment is due (meaning there is no damage or other need to use the security deposit due to breach, termination of contract, illegal conduct, and/or failure of Renter to manage obligations outlined herein), then the \$250 will be returned to the Renter within ten (10) business days from the event.

Premises Heating and Air:

PCCOA Senior Center has heat and air conditioning to help provide a more comfortable atmosphere. Renter acknowledges this is a commercial building and in extreme weather conditions, the building will not be able to maintain an atmosphere as comfortable as any home.

Use of the Premises, Indemnity and Liability:

Renter shall use the premises for a rental ceremony and reception only.

Renter agrees to indemnify and hold PCCOA harmless from the claims of any and all persons for bodily injury and property damage occurring upon the premises during the term of the agreement or any extension of it, including any lawsuit(s) and PCCOA's attorney fees, court costs, and legal expenses that occur on any roadways involving Renters or Renters' invitees or other person attending the event. Renter understands PCCOA will have a representative present at all rentals, will be available for any questions or concerns during the rental period, and Renter understands that said PCCOA agent is in charge of the premises during the rental period.

The PCCOA will not be responsible for any accident due to negligence of Renter. Renter understands that it is responsible for the conduct of any children in attendance at Renter's function, and is suggested to closely supervise said children.

Use of Alcohol:

1. Renter agrees to obtain and furnish at the Renter's expense, a public liquor liability insurance policy with a reputable insurance company, protecting PCCOA from any and all such damages and claims and agrees to have the policy endorsed to include PCCOA as the additional insured.
2. Said public liquor liability policy shall be provided to the PCCOA for review and approval not less than seven (7) days before the rental event, or alcohol will NOT be permitted.
3. **Renter will give or email the PCCOA a copy of the liability insurance policy ("Policy") with the premium paid. The Policy (or Policies) shall specify coverage within the following limits: \$1 million for personal injury to one individual in any one accident or occurrence; \$1 million for personal injuries for all individuals, the result of any one accident or occurrence; \$1 million property damage to all persons resulting from one accident or occurrence.**
4. If Renter has not provided an alcohol policy in compliance herewith, and if alcohol is brought or discovered on site, said conduct will result in the immediate termination of this rental agreement.
5. No underage drinking is permitted, and should same be discovered, said conduct will also result in the immediate termination of this rental agreement.



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Use of Koi Pond:

The outdoor premises is equipped with a Koi Pond. The Koi pond is strictly off limits to Renters, their invitees, or other persons coming to the event unannounced, whether a guest or non-guest. Violation of this restriction will result in the immediate termination of this rental agreement.

Use of furniture, Set-up and Tear-down procedures:

Renter will not drag tables/furniture/easels/DJ equipment across floor. All items must be picked up and carried.

Renter will not use staples, screws, nails, glue, or command strips on any of the furniture inside main hall, walls or doors inside the main hall, nor anywhere on the outside of our main hall. Tape is allowed on tables and walls inside main hall.

PCCOA will help determine how many tables and chairs to have in the main hall based off Renter's preferred set up. It is required that a diagram of setup be given to PCCOA at least fourteen (14) days prior to the event. PCCOA will have all tables set up according to the submitted diagram. Renter is welcome to move tables and chairs as preferred for the rental.

The Renter may use all tables and chairs located in the rental room and table/chair storage room. Use of other furniture must be preapproved **before** rental takes place. No other furniture may be moved or rearranged in the lobby.

If extra folded chairs were used, then the Renter will fold them and place them on chair racks located in table/storage room. Most chairs will stay in the main hall at tables. The renter is responsible for setting up and tearing down anything they choose to use outside. Furniture used inside is not permitted for use outside without prior approval. The Renter shall not share or sublet out the day and/or space of their event to any other entity without the consent of PCCOA.

Maintenance of Establishment:

Renter acknowledges that it is responsible for leaving the facility in the same condition in which it was found, including avoidance of any damage to equipment and/or the grounds (including shrubs, plants, parking lot, and grassy area).

Renter is responsible for emptying the trash cans, sweeping the floors and picking up all trash or litter that occurred during the rental period in or outside the buildings. Trash is defined as that which includes but is not limited to: cans, bottles, fragments, cigarette butts, bodily fluids, debris, fake flower petals, confetti poppers, and loose glitter. The trash is to be placed inside the dumpster located outside in parking lot. A recycle dumpster is beside the trash dumpster.

Failure to comply with these terms will result in the loss of the Security Deposit. The PCCOA representative will inspect the facility before you leave. Renter's deposit will be held until the event is over, the rental space is inspected for damage or excessive cleanup is needed. If the room is left in good condition, the security deposit will be returned to Renter pursuant to terms outlined herein.



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PCCOA Restrictions and Violation of Same:

Violations of the restrictions outlined in this agreement shall constitute a breach of contract and will result in immediate termination of the contract agreement as specifically outlined. Further, Renter is advised that in addition to termination of contract, all civil and/or criminal remedies, including criminal charges, will be pursued in the event of the following:

- No illegal drugs are permitted on the premises.
- No smoking is permitted inside buildings. Should smoking occur outside the buildings, Renter is responsible for cleanup of any smoking-related debris outside.
- No hanging or suspending of any items from ceiling.
- No damage to walls or flooring is permitted.
- No deadly weapon or dangerous ordnance is permitted on the property.
 - Ohio Revised Code states that a dangerous ordnance means any of the following: Any automatic or sawed-off firearm, zip-gun, or ballistic knife; any explosive device or incendiary device; any firearm, rocket launcher, mortar, artillery piece, grenade, mine, bomb, torpedo, or similar weapon, designed and manufactured for military purposes, and the ammunition for that weapon; any firearm muffler or suppressor; and any combination of parts that is intended by the owner for use in converting any firearm or other device into a dangerous ordnance.
- If the PCCOA or its agent determines that there is a possible crime occurring on the property, Renter and/or its guests may be asked to leave by the PCCOA immediately. If Renter is a part of the crime being committed, this will result in automatic termination of this rental agreement subject to all available remedies outlined above.
- No vehicles shall left on the property for more than 24 hours, absent PCCOA approval, and same will be towed at the owner's expense.
- No open flames are permitted. Use of fire lit candles must have prior PCCOA approval.
- The renter agrees that loud music, violent and/or unruly conduct, beer or liquor without the proper insurance coverage, controlled substances (drugs), and activities considered unlawful or immoral, are not permitted in the building or anywhere on the grounds by anyone, and the undersigned understands that these behaviors and activities will provide sufficient reason to terminate this agreement on-the-spot or at any time during the use period by an agent of the agency, any police officers or security personnel.
- Renter shall furnish its own kitchen supplies and may not use PCCOA kitchen supplies. Kitchen supplies include but are not limited to: plates, cups, napkins, silverware, pans, dishes, etc.

NOTICE: In the event that any collection activity becomes necessary (including but not limited to damage exceeding security deposit, collection of unpaid fees, and/or initiation of any civil remedies are required due to Renter's failure to abide by this Contract), Renter agrees to pay the Preble County Council on Aging its collection fees, reasonable expenses related to same, court costs, and reasonable attorney's fees.



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Acts of God:

In the event of adverse weather conditions, fire, casualty, disaster, acts of God, acts of War, Pandemic due to virus, Terrorism or any other emergency situations beyond control of PCCOA and the event must be cancelled, PCCOA will reschedule the event at its discretion. The Renter agrees that the terms and conditions set forth in this agreement shall apply to any rescheduled event. Renter understands that PCCOA will not be liable for any loss or damage suffered by the Renter for reasons such as rescheduling and/or relocation of this event.

Governing Law and Binding Effects:

The parties agree that Ohio law shall govern this Rental Contract. The parties further agree that should any provision of this Contract be termed unenforceable, all force and effect remains as to all other provisions outlined herein.

This Agreement shall be binding and shall insure to the benefit of PCCOA and Renter, their heirs, and successors.

Cancellation:

Renter understands and agrees that no refunds or date exchanges are permitted if an event is cancelled less than thirty (30) days before the date of the event.

Renter Signature

Date

Executive Director Signature

Date

Office Use only:

Room: ☐ A ☐ B ☐ Both (standard) ☐ Conference Room

Book Date: _____

Deposit Date: _____

Final Payment Due Date: _____

Insurance Due Date: _____

Received Date: _____



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Rental Rates (in dollars)	
\$350 for first 3 hours + \$100 additional hour	Members
\$400 for first 3 hours + \$150 additional hour	Non-members
\$50 donation	Funeral Meals
\$350 for first 3 hours + \$100 additional hour	Business
\$250 for first 3 hours + \$50 additional hour	Non-profits
\$150 all day	Staff (current)

Date of \$250 Security Deposit: _____

Paid by: ☐ Check # _____ ☐ Cash

Total Rental Amount Due: _____ Date Due: _____

Date of Payment: _____

Paid by: ☐ Check # _____ ☐ Cash ☐ Card # _____

Name on Card: _____ Exp Date: _____ CVV: _____

Other Information:

Final Inspection by: _____

PCCOA Signature

Notes:

Security Deposit to be returned (circle one): 100% Partial \$0

Date Deposit returned: _____ Amount: \$ _____