

# Village of St. Bernard Rental Contract

## For Usage of the St. Bernard Municipal Building Halls

**The Municipal Halls are being monitored by video surveillance cameras.**

This Rental Contract is entered into on ZZZZ by and between the Village of St. Bernard, Hamilton County, Ohio, hereinafter "Village" and the applicant named below, hereinafter "Renter". Pursuant to the following terms and conditions, Renter desires to rent one of the following:

Hall/Day Date:	
Time:	
Function:	
# of People:	
Applicant:	
Address:	
Organization:	
Home Phn	
Wk/Cell Phn:	
Date/Init:	
Refund Date:	
Ck.#-Init	

### Municipal Building 120 Washington Ave. (45217)

- Main Level (Maximum Capacity – 100)
- Lower Level (Maximum Capacity - 80)

A key must be obtained from the Administrative Building on the previous Friday for weekend reservations, or the previous business day for Village Holidays, during normal business hours (9am to 5pm). **It is the renter's responsibility to remember to pick up the key.**

**Keys must be returned in the drop box outside the main doors of City Hall/Administration Building at 110 Washington Ave. immediately following the event.**

**If there are any problems encountered during non-business hours, please contact the Service Director at 615-5917, or the St. Bernard Police Department at 242-2727.**

For office use:

Deposit returned on: \_\_\_\_\_ Check Number: \_\_\_\_\_ Issued by: \_\_\_\_\_  
(Date) (Initials)

**ALL FACILITIES ARE NON SMOKING, INCLUDING RESTROOMS!**

The Renter shall have use of the facility on the date specified above **during the time period specified above** (no more than six hours) for a fee of \$100.00. In addition to the rental fee, a deposit of \$200.00 is required per Section 3 of this Rental Contract. Times selected may not be changed two weeks prior to selected date above.

A completed Rental Contract with rental payment and damage deposit (total \$300) is required at time of reservation to guarantee your reservation. Reservations must be made **in person** at the St. Bernard Administration Building, 110 Washington Avenue, St. Bernard, Ohio 45217, during regular business hours. **Reservations may not be made by phone or mail. Each household is limited to three (3) hall rentals per calendar year.**

**1. RENTAL PERIODS & RATE:**

Rental covers the following Time Period & Rate:

- Resident Rental: \$100.00 (**6 hour maximum rental period, which includes set-up and clean-up time**, between the hours of 12:00 noon and 12:00 midnight).
- **Hall must be vacated by 12:00 midnight.** The hall must be cleaned and vacated by this time, subject to enforcement by the St. Bernard Police Department.
- Reservations for any Saturday, Sunday or Holiday must take hall "as is".
- Entry into hall is only permitted on the day of rental. **All decorating must be done on the day of the event,** within the time selected by renter and specified on this Rental Contract.
- **Early morning entry is not permitted.** The custodian uses this time to clean and inspect the halls from the previous day's rental.
- Clean-up must be done on day of rental, immediately following event.
- Items cannot be stored for the event.

**2. PROOF OF RESIDENCY:**

Only St. Bernard residents and organizations located within the Village of St. Bernard (whose membership is by majority St. Bernard residents) are permitted to rent Village Municipal Building halls for family parties, meetings and some functions. Residents must be registered with the St. Bernard Tax Department prior to booking and at time of event or function. Registration requires proof of residency. Please note: falsification of proof of residency will result in the forfeiture of all fees. *Two (2)* forms of proof must be presented for registration. Examples include: current utility bill and current driver's license or state photo ID with address. Applicants may also be asked to show ID to the clerk at time of booking.

- The use of the facility must correspond with the applicant Renter.
- Rental Contract is non-transferable.
- **Renter must be 21 years of age or older and must be present for the entire function.**
- Renter is responsible for enforcement of all rental policies.
- St. Bernard, its officers and employees shall have the right to enter the halls at all times during any event or function to confirm that the Renter is present and that all rules and regulations are being followed.
- **If it is found that the Renter identified on the Rental Contract is not in attendance at the event or that the Renter, is reserving the hall for anyone else, the St. Bernard reserves the right to terminate the event/function immediately, all rental fees and deposit monies will be forfeited, and the Village reserves the right to deny the Renter any future rental privileges.**

**3. DAMAGE DEPOSIT:**

An additional charge of \$200.00, to be paid with application (by cash, check, or credit/debit), shall be made to cover any damage or loss that may occur to the premises or its contents, and shall be refundable only if it is determined by the Village that no damage has been done to the building or loss to its contents, and all there are no violations to this contract during said event. Such deposit may be held for up to ten (10) days following the date of rental. Any damage or loss occurring to the building or its contents shall be the responsibility of the Renter. To the extent required, the damage deposit shall be used to repair any damage or pay for any loss. Any damage or loss occurring in excess of the deposit shall be paid to the Village of St. Bernard immediately upon demand. This may include the cost of time spent by any Village employee, or Village contractor (including materials) needed to clean or repair the premises or disperse the group or deal with disturbances. Persons signing this Rental Contract agree to make immediate settlement for any such cleaning, loss, breakage, etc.

**4. REFUNDS:**

A cancellation must be made at least seven (7) days prior to date of reservation in order to receive a full refund. There will be NO refund for reservations cancelled less than seven (7) days prior to reservation. If Renter does not use the hall without cancelling the reservation, Renter’s deposit shall be refunded, but Renter will not receive a refund of the rental fee.

**5. HALL USE RESTRICTIONS:**

- **Wedding receptions and any activity which charges admission or for which tickets are sold are strictly prohibited. Whoever violates this section of the Rental Contract shall forfeit all rental fees and deposits, shall be subject to a five hundred (\$500.00) dollar fine and forfeiture of all future resident rental privileges.**
- No grilling, deep-frying or cooking of any kind on St. Bernard property outside of halls is permitted (by order of the St. Bernard Fire Department).
- No vehicle is permitted on the ramps for any reason (by order of the St. Bernard Fire Department).
- Per Ohio Revised Code, Chapter 3794, **NO SMOKING** is permitted in the halls. **Smoking in the halls will result in a forfeiture of Renter’s deposit.** Smokers must maintain a twenty-five (25) foot distance from all entrances to the halls. There shall be no littering of cigarette butts. Smokers must dispose of butts properly and safely.
- **NO LOITERING OR CONGREGATING OUTSIDE OF THE HALLS!** This is enforceable by the St Bernard Police Department.
- **Bounce houses or any similar outdoor play gyms are prohibited in the halls.**

**6. EQUIPMENT & DECORATIONS:**

Tables and chairs shall be furnished by the Village to adequately seat the number of persons stated on the Rental Contract. Tables and chairs are typically arranged in the same fashion for all events. The custodian will not provide special set-up arrangements of the tables and chairs. **ALL TABLES MUST REMAIN IN THEIR ORIGINAL LOCATION. MOVING OF TABLES WILL RESULT IN LOSS OF DEPOSIT.** The Village does not provide equipment such as microphones, speakers, podiums, easels, etc.

- Do not prop open any doors.
- Only table decorations are acceptable. No decorations may be hung or attached to any walls, doors, doorways, windows or floors.
- No tape, staples or tacks may be used. Tape of any kind to waxed floor is prohibited. Renter is responsible for any damages.
- **Confetti, glitter, sparkles, fog/smoke machines, dry ice, “silly string” or any similar items are not permitted.**

**7. CLEANING:**

- Halls must be cleaned and in the same condition as when you arrived. You must follow clean-up procedures. A check list is given to the renter at time of reservation. Please follow these instructions to prevent loss of deposit. All personal items must be removed from the building when you are finished. Nothing is to be left overnight. St. Bernard will not be held responsible for anything found or left behind.
- **The hall must be checked by the renter so that all lights are turned off and all doors locked prior to leaving. Failure to lock all entry doors will result in loss of deposit.**
- The halls will be inspected after each reservation to verify that the terms of the Rental Contract and all rules and regulations have been followed.

**8. GAMBLING:**

Except as specifically authorized by the Ohio Revised Code, there shall be no gambling permitted on St. Bernard property. The Renter hereby represents and guarantees that no gambling shall be permitted either before, during or after the event. Should gambling be observed, the event will be terminated and any rental fees and deposits shall be forfeited. Renter hereby accepts all responsibility should any arrests be made, or citations be issued for gambling violations.

**9. DAMAGES:**

The Renter, in consideration of this Rental Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby stipulated, does hereby agree to indemnify and hold the Village, its officers, employees and agents free and harmless of any and all demands, causes of action or other claims whatsoever for damage to property, or injury or death to persons, arising out of, or connected with, the rental or use of the premises by the Renter and all persons attending the event or function.

**10. LIABILITY:**

The person(s) executing this Rental Contract, for and on behalf of the Renter, hereby warrants that he/she is authorized to act in such capacity and has been duly authorized by such organization, and hereby assumes personal liability for the costs of excessive cleanup of the premises, breakage or removal of St. Bernard property by the Renter or any members or guests thereof. The Village of St. Bernard is not responsible for loss of, or damage to, personal property.

**11. OCCUPANCY:**

The capacity of the premises rented hereunder is limited to a maximum of 100 persons in the Main Level and 80 persons in the Lower Level. Exceeding this maximum may result in the closure of the event or function.

**12. PARKING:**

The Village assumes no liability or responsibility whatsoever for damages to any vehicles or contents thereof.

**13. LOUD DISTURBANCE:**

Excessive noise shall not be permitted on St. Bernard property. It is the responsibility of the Renter to control such things as music, speakers, boisterous participants, etc. Failure to control may result in the closing of the event, forfeiture of all rental fees and deposits, in addition to any criminal charges that may result.

**14. COMPLIANCE WITH LAWS:**

The Renter agrees to comply with all laws of the Village of St. Bernard, State of Ohio and the United States of America, and Renter agrees not to use or occupy the premises for unlawful purposes or permit others to use the premises for unlawful purposes, and will conform to and abide by all laws and regulations of any governmental body or agency, and the rules and regulations of the Village regarding said premises and the use thereof.

I hereby certify that I have reviewed the above Rental Contract provisions, hall reservation regulations and hereby agree to the terms and conditions hereof. I also acknowledge that I am aware of the use of video surveillance cameras in the halls.

Fee: 100.00 Deposit: 200.00 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_