

HOPEWELL TOWNSHIP
MEADOWBROOK PARK HISTORIC REDWOOD BALLROOM

No. _____

P. O. Box 309
Bascom, Ohio 44809

Phone (419) 937-2242

WEDDING RECEPTION RENTAL AGREEMENT

This rental agreement is executed this _____ day of _____, 20____ by and between the Board of Trustees of Hopewell Township, Seneca County, Ohio through their authorized agent, Troy Breidenbach and/or Richard Freeborn, Manager of Meadowbrook Park, herein Lessor, and _____ whose mailing address is _____ and telephone number is _____, herein Lessee.

1. Description of Premises

Lessor, in consideration of the rents, covenants and conditions herein contained to be performed and observed by Lessee, does hereby demise and lease to Lessee, Meadowbrook Ballroom, located in Meadowbrook Park, SR 18, Bascom, Ohio together with all easements, rights and appurtenances in connection thereof, and specifically nonexclusive parking spaces adjacent to said ballroom. **This lease does not include lease of any part of Meadowbrook Park beyond Meadowbrook Ballroom, its parking areas, or the areas necessary for ingress and egress to said Ballroom,**

2. Term

To have and to hold the same for the term of _____ hours on the _____ day of _____, 20____ only, commencing at _____ .m. and concluding at _____ .m.

3. Rent

Lessee shall pay to Lessor, for rental of said Meadowbrook Ballroom herein, \$_____ payable by a **nonrefundable down payment** of \$_____ at the time of the signing of this agreement, and the **balance** of the rent in the amount of \$_____ due and **payable not less than 30 days prior** to the commencement date of the term.

Additional Expenses: \$_____ Lessee _____ Lessor _____ (initials)

These expenses will be added to the base rate of five (5) hours at the time the park management receives the supplemental information called for in paragraph h. If the information is not provided as stipulated, the park management will add the cost of four (4) hours of security to the base rate. **All wedding receptions must terminate at 11:00 P.M.**

4. Security Deposit

In addition to the Rent provisions of paragraph 3 herein, Lessee agrees to provide Lessor with a security deposit of \$_____ not less than 30 days prior to the commencement date of the term. Said deposit shall be held by Lessor as security for Lessee's performance of the terms and conditions of this rental agreement herein. Said security deposit shall be returned to Lessee, without interest, in full, less deductions, if any, attributable to Lessee's breach of the terms and conditions of this rental agreement herein. **Return of the security deposit shall be made no later than 30 days after expiration of the terms of this rental agreement.** Return of the security deposit is complete upon Lessor's mailing of same.

5. Use of the Premises

- a. Lessee shall use the premises for the purpose of conducting a Wedding and/or Wedding Reception and no part of the premises shall be used for any other purpose without the prior written consent of Lessor.
- b. Lessee shall not permit, at any time, more than **600** persons to occupy the leased premises (including but not limited to) the parking area and Meadowbrook Ballroom during the rental term.
- c. Lessee shall not permit persons to smoke within the premises. The Meadowbrook Park Historic Redwood Ballroom is a non-smoking facility.
- d. The Lessee at all times shall maintain all of the premises herein demised, including, but not limited to, parking areas adjacent to Meadowbrook Ballroom in a clean, neat and orderly condition.
- e. The Lessee shall not sublet the premises without the written approval of Lessor.

f. No public sale at auction by Lessee or others shall be made in or from the premises without the prior consent of Lessor.

g. Lessee shall not use the premises or any part thereof, or permit any part of the premises to be used, or permit any act whatsoever to be done on the premises, in a manner that will violate or make void or inoperative any policy of insurance held by Lessor.

h. Lessee shall observe and promptly comply with all laws, ordinances and regulations of public authorities.

i. Lessee shall provide to Lessor, in writing at least 30 days prior to commencement of the term, the names and telephone numbers of any persons, businesses and/or caterers furnishing food and/or beverages at the premises during the term of this agreement.

j. Lessee will comply and cause all employees, agents, assigns and guests to comply with all rules and regulations adopted by Lessor in connection with use of the premises, and with all supplements thereto and amendments thereof which Lessor may hereafter adopt. It is understood and agreed that such rules and regulations shall pertain to the safety, care, use and cleanliness of the premises and the preservation of good order therein and thereon. All rules and amendments thereof which Lessor may adopt shall be in writing, and a copy thereof shall be delivered to Lessee. Delivery to Lessee shall be deemed complete upon actual notification being made directly with Lessee or, in the event of mail, by Lessor's deposit in the U.S. Mail of said writing(s).

k. Lessor, its employees, agents, designees, and assigns reserve the right to enter in and upon the rented premises herein at anytime during the term herein, to ascertain Lessee's compliance with the terms of this agreement herein and/or rules, regulations, supplements and amendments promulgated pursuant to part (i) above. **The Lessor shall determine the amount of security personnel needed and will determine how it is contracted. Lessor reserves the right to remove any person from the premises.**

l. Lessee understands and agrees that should Lessor not be able to deliver the premises during the recited term herein, whether within or outside the control of Lessor, this rental agreement shall be null and void and Lessor shall not be liable for any loss or damages resulting to Lessee therefrom excepting that Lessee shall be entitled to return of all deposits and funds held by Lessor under this rental agreement.

m. Lessee shall indemnify and hold harmless The Board of Trustees of Hopewell Township, Seneca County, Ohio, Meadowbrook Park, their respective trustees, officers, agents, assigns and employees against all claims, courses of action, damages, costs and liabilities (including but not limited to cost of defending any legal action) of every kind and nature whatsoever, directly or indirectly resulting from or caused by Lessee, its/their officers, agents, assigns, employees, guests, patrons, licensees, and invitees use of the premises or any other part of Meadowbrook Park, or from any act or omission of Lessee, its/their officers, agents, assigns, employees, guests, patrons, licensees, and invitees.

n. Lessee shall not deface or permit the premises to be defaced in any manner and shall return the premises to Lessor in the same condition as Lessee received the premises from Lessor at commencement of the term. If the premises are damaged in any manner, whether by act, default, or negligence by Lessee its/their officers, agents, assigns, employees, guests, patrons, licensees or invitees, Lessee agrees to pay Lessor all sums necessary to restore the premises to the same condition as Lessee received the premises from Lessor at commencement of the term.

o. Lessee agrees to be responsible for obtaining all permits, licenses and other legal necessities, and to pay all costs arising from use of patented, trademarked, licensed, franchised, or copyrighted music, materials, devices, or dramatic rights upon the premises during the term of this rental agreement and further agrees to hold harmless The Board of Township Trustees of Hopewell Township, Seneca County, Ohio and Meadowbrook Park, its trustees, officials, employees, agents and assigns from any claims or costs which (including legal costs) which may arise from the use of same.

6. Cancellation by Lessee

Lessee may cancel this rental agreement up to 30 days prior to commencement of the term herein. Any such cancellation shall result in Lessee's forfeiture of the down payment (non-refundable deposit) recited in paragraph 3 of this rental agreement.

Any cancellation of this agreement by Lessee, within 30 days of commencement of the term herein, shall result in Lessee's forfeiture of the entire rent amount, but Lessee's security deposit shall be returned to Lessee.

7. Cumulative Remedies

Each and all of the remedies given to the Lessor in this lease or by law are cumulative; and the exercise of one right or remedy by Lessor shall not impair Lessor's right to exercise any other right or remedy.

8. Waiver of Breach

No waiver of any breach or breaches of any provision, covenant, or condition of this agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition or of any other provision, covenant, or condition.

9. Headings for Convenience Only

The headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction hereof.

10. Pronouns

Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the singular number or vice versa, in any place or places in which the context may require such substitution or substitutions.

11. Amendments To Be in Writing

This lease may be modified or amended only by a writing duly authorized and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing and authorized and executed by both Lessor and Lessee.

12. Right of Re-entry and Forfeiture of Lease and Security Deposit

- a. Any breach or default of the terms of this Rental Agreement shall permit Lessor, its agents and assigns, the right to enter upon the lease premises during the lease term herein, and cease Lessee's continued use and occupancy of same. In the event of such occurrence, Lessee agrees to return full possession and quiet enjoyment of the premises to Lessor and cooperate fully with Lessor's instructions for Lessee, its guests, employees, agents, invitees and the licensees to peaceably vacate the premises.
- b. Should any breach or default of the terms of this Rental Agreement occur, and in addition to any other remedies provided herein or by law. Lessor shall have the right to retain Lessee's entire Security Deposit. This provision is included as a remedy to Lessor because of the unique, historic venue that the leased premises represents and the difficulty the parties would therefore have in calculating damages in the event of breach of any terms of this Rental Agreement by Lessee.

13. Limitation on Alcohol

- a. Lessee shall not permit the possession, distribution, and/or consumption of beer at the rental premises in excess of one (1) 16 gallon keg per fifty (50) persons and in no event, regardless of the persons herein, shall Lessee allow more than twelve (12) total kegs during the rental period. Should canned or bottled beer be used, in part or whole, in substitution of kegs, then in no event shall the total ounces of beer exceed those permitted for kegs as described herein.
- b. In no event shall beer be served in any container in excess of 61 ounces. No more than two (2) kegs may be tapped at any one time. **No pitchers are to be used to distribute alcohol (beer, wine, liquor, etc.)**
- c. Wine and liquor may be served in drinks not exceeding 12-ounce containers. All wine and liquor must be poured directly from the original state-sealed and stamped container into the serving container to be directly consumed by the person served. If a fountain or mixing machine (Daiquiri machine, slush machine, etc.) is to be used for dispensing of alcohol, this liquor must be figured into the total amount of alcohol for the event. The amount of beer must be reduced by one (1) 16 gallon keg (20 - 48 ounces/ or 171-12 ounce glasses/or 7 each 12 ounce 24 unit bottle/can cases for each 50 - 5 ounce glasses or mixed liquor served from the machine in order to stay within the 12 keg limit for the event.
- d. Only Lessee, its agents and assigns, may possess and distribute alcohol. Lessee, in accordance with this Rental Agreement is responsible for notifying its guests, invitees, and licensees that only Lessee and its designated agents and assigns are permitted to possess and distribute alcohol at the leased premises in accordance with this Rental Agreement.
- e. **Any guest, invitee or licensee of Lessee who brings alcohol and/or beer onto the leased premises and possesses, distributes, and/or consumes same in excess of or in addition to that furnished by Lessee, its agents and assigns, shall deem Lessee to be in default of the terms of this Rental Agreement and may result in forfeiture of the Security Deposit and/or the retaking of possession of the rented premises under paragraph 12 herein. Lessee is responsible for notifying all guests, invitees, and licensees of this provision prior to said guests, invitees, or licensees arrival at the rental premises.**
- f. **Lessee, its agents and assigns, agree to permit Lessor, its agents and assigns, to inspect and monitor any/all property at the leased premises so that Lessor, its agents and assigns, can determine Lessee's compliance with the terms relating to alcohol herein.**
- g. **Failure of Lessee, its agents, and assigns to monitor and inspect in order to assure compliance with the alcohol provisions herein, shall deem Lessee in default of the terms of this Rental Agreement and may result in the forfeiture of the Security Deposit and/or retaking of the rented premises under Paragraph 12 herein.**

h. IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

WITNESSES:

LESSOR:

By:
LESSEE:

MEADOWBROOK PARK
HISTORIC REDWOOD BALLROOM

PROCEDURAL CHECK LIST

These items on the checklist are to be completed and returned to the office at least 30 days prior to the contracted date. The checklist includes the following items:

- Ballroom Setup Diagram
- Caterer notification
- Alcohol Source/Distributor
- Bartender Advisement
- Disc Jockey/Band or other Entertainment Advisement Form

The following items are provided for your information in order to help you plan an enjoyable event and assist in maintaining the beauty and ambiance of the Historic Building you have chosen for your event.

- Additional Ballroom Advisement's
- Ballroom Decoration Instructions
- Alcohol Considerations