CANTON TOWNSHIP COMMUNITY PARKS
RENTAL CONTRACT FOR USE OF PAVILION

_____ **Faircrest Community Park**
___ Pavilion "A" w/grill ___ Pavilion "B"

_____ **Community Park (Oyer St, SE)**
_____ with Electric

This Contract is entered into by and between the Canton Township Board of Trustees (herein "Owner") and _____ (herein "Lessee").

I. Date

Lessee shall have use of the PAVILION from _____ a.m./p.m. to _____ a.m./p.m. on _____(date). **PLEASE NOTE…Park is open to the public and use of the equipment, ball fields, etc., with the exception of the pavilion, is on a first come first serve basis.**

II. Use of Facilities

During the above stated time, Lessee and participants shall have the right to enter the Canton Township Park for the purpose of _____(event) and for no other purpose. The conduct of this event and use of the facilities shall be in accordance with the terms of this contract and all township rules and regulations governing the Park. The use of this facility may be terminated at any time and for any reason by the Owner without recourse from Lessee.

III. Hold Harmless & Indemnification

Lessee shall indemnify, hold harmless and defend the township, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees and court costs.

IV. Rental Fee and Deposit

FAIRCREST:

A $25.00 non-refundable rental fee and $25.00 refundable security deposit are required for all events and for each pavilion from township residents. A $50.00 non-refundable rental fee and $25.00 refundable security deposit are required for all events and for each pavilion from out-of-township residents.

COMMUNITY PARK:

A $50.00 non-refundable rental fee and $25.00 refundable security deposit are required for all events for township residents. A $75.00 non-refundable rental fee and $25.00 refundable security deposit are required for all events for out-of-township residents.

The deposit for both parks will be refunded within thirty (30) days of the rental if Lessee is in compliance with all rules and regulations and the premises are left in the same condition as it was before the event, normal wear and tear accepted. The security deposit is due at the time the facility is reserved. Lessee hereby warrants the Lessee shall be personally responsible for the cost of repair of any damage over and above that covered by the security deposit. **Checks returned by the bank for insufficient funds will be charged $20.00**.

V. Cancellation Policy

If cancellation is necessary, Lessee must cancel thirty (30) days in advance. Any changes in rental dates and times must be done in person.

VI. Lost/Stolen Items

Owner is not responsible or liable for any lost, damaged, or stolen items.

VII. Miscellaneous

This contract may not be assigned without the express written permission of the Owner. This contract shall be construed in accordance with the laws of the State of Ohio.

"Canton Township Community Parks exist for the benefit and use of the general public Canton Township Board of Trustees makes every attempt to ensure that reasonable care is taken to keep the park safe. The Undersigned acknowledges that the use of the Pavilion, and all park facilities, is at their own risk. As additional consideration for the Pavilion Rental, the Lessee, on behalf of myself, heirs, executors, assigns and guests, do hereby release, forgive and discharge any and all claims that may arise from the Pavilion Rental and use of park facilities and do hereby waive any and all claims, actions, demands that may arise therefrom, known or unknown, against the Canton Township Board of Trustees, the Canton Township Park Department, and any Trustee, Fiscal Officer, Administrator, Superintendent, employee, representative or agent of any of them."

This Contract constitutes the entire agreement between the parties. No oral statements or representations survive the execution of this Contract.

Owner _____ Lessee _____

(as authorized by the Canton Township Board of Trustees)

Lessee Information (please print)

Name: _____

Address: _____ City _____ Zip _____

Email Address: _____

Phone: (home) _____ (work) _____

Date of Rental _____ Number of People _____

Type of Activity _____

Security Deposit $_____ Date Received _____

Signature: _____