



LODGE RENTAL AGREEMENT

The City of Montgomery, Owner, and _____ as Lessee, hereby enter into the following under the following terms and conditions:

Lessee shall have possession of _____ Lodge from _____ AM/PM to _____ AM/PM on _____ for approximately _____ people.

Lessee shall pay a rental fee in the amount of _____. The rental fee is to be paid at the time of execution of this agreement. A \$25 fee will be charged for all returned checks. This is in addition to any bank fees that may be incurred.

Lodges are public property to be used by the residences and their guests for personal purposes, community based not for profits for meetings and training, and local businesses for meetings and training, State and local government agencies serving the City, and State or Federal elected officials convening Town Hall meetings for the business of the government. **The Lodges and other City Facilities may not be used for political purposes.** The City is not permitted to expend public funds, or devote public resources to support or to advocate for a political party, candidate or cause. Political purposes include fundraising, advocacy, organizational meetings, candidate forums, candidate debates, or similar political activity by a political party, political club, political action committee, candidate, candidate committee, or issue committee. Political purposes do not include meetings organized by a government office or government official to conduct public meetings related to the business of the government. (ORC.903). **Collection of admission fees is prohibited. The Lodges may not be used to promote a commercial product or service, for the sale of goods or services.**

initial RENTAL AGE REQUIREMENT

Lessee must be 21 years of age to rent and **must be present during the entire length of the function.** Lessee shall have a copy of this agreement with him/her at the lodge during the rental as evidence of reservation.

initial DOOR ACCESS CODE / SECURITY DEPOSIT

Lodge Keys must be obtained at City Hall, Monday-Friday, between the hours of 8:00 a.m. and 4:30 p.m. by the person whose name appears in this agreement unless other arrangements have been made ahead of time. A security deposit will be required for Non-profit organizations. A check in the amount of \$100 or a credit card must be on file at the time the key is issued. Deposits will be released if Lessee is in compliance with all rules and regulations and the premises have been cleaned by the Lessee and are left in the same condition after Lessee vacates as it was immediately prior to the Lessee's occupancy. The City does retain the right to cancel due to Acts of God including but not limited to: damages caused by fire, or other disturbance of nature such as tornadoes, floods, high winds, etc., which prevent the use of the property. The City will not be responsible for any losses or damages associated with such cancellation.

The deposit will be forfeited under the following circumstances: **A)** Entering or vacating the premises before or after the time stated on this contract **B)** Failure to clean facility **C)** Failure to return key **D)** Failure to secure the facility **E)** Need for a police officer to "quiet" crowd **F)** Damage to facilities or furnishings **G)** Possession or consumption of alcoholic beverages without a proper permit **H)** Failure to return tables, chairs, and furniture to its original position **I)** Any other act of negligence. (Please utilize the Lodge Departure Checklist to ensure proper closing procedures.) The Lessee hereby warrants that he/she will be personally responsible for the cost of repair of any damage over and above that covered by the security deposit, as determined by the City of Montgomery. Lessee is responsible for the review of the rental rules and regulations. If applicable, any remaining balance of a security deposit will be processed within 14 days of the rental date. Lessee recognizes that the City is not responsible to the Lessee for lost or stolen items of any kind belonging to the Lessee or their invited guests.

initial CANCELLATIONS & REFUNDS

If a cancellation is necessary, Lessee must notify City Hall at least 60 days in advance of rental date or rental fee will be forfeited. Cancellations more than 60 days prior to the rental date will be refunded minus a \$25 cancellation fee. Any changes in rental dates and times must be completed in person or in writing. The City does retain the right to cancel due to Acts of God including but not limited to: damages caused by fire, or other disturbance of nature such as tornadoes, floods, high winds, etc., which prevent the use of the property. The City will not be responsible for any losses or damages associated with such cancellation. Refunds will be issued in the form of payment received at time of execution of this agreement. If payment was received by credit card, the card will be credited with the rental amount stated above minus a cancellation fee. If payment was received by check or cash, a check will be issued in the amount of the rental amount stated above minus a cancellation fee. Checks will be mailed 2-3 weeks from notification of cancellation.

initial ALCOHOLIC BEVERAGES & SMOKING

An alcohol permit obtained from the office of the city manager is required for consumption of alcoholic beverages in or upon all City properties. Lessee is responsible for seeing that minors do not indulge in alcoholic beverages, if such beverages are on site, and that no smoking occurs inside the building.

initial EMERGENCY & LAW ENFORCEMENT

In the event of an emergency please dial 911. For non-emergency response by the Montgomery Police Department, call (513) 985-1600. A Montgomery Police Officer shall have the right to enter said premises to determine if there are violations of the City of Montgomery/State of Ohio Ordinances or Codes.

Lessee hereby acknowledges that he/she is familiar with the aforementioned and attached rules and regulations of the City of Montgomery and agrees to be bound by all the terms and conditions thereof. Lessee shall indemnify, hold harmless and defend the City of Montgomery, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any acts of God, act or omission of lessee, its agents, servants, guests or employees, in the execution, performance or failure to perform lessee's obligations pursuant to this Lodge Rental agreement.

Lessee Signature: _____ Date: _____ Email: _____

Lessee Name (Print): _____ Home Phone: _____

Lessee Address: _____ City: _____ State: _____ Zip: _____

City Representative Signature: _____ Date: _____ Fee: _____



Lodge and Shelter COVID-19 Rider

The safety of our guests is important to us. The following requirements have been established based on the State of Ohio and local requirements.

- Max Occupancy - Swaim Lodge: 45
- Max Occupancy - Terwilliger Lodge: 70
- Ensure a minimum of six feet between dining tables.
- No socializing or activities in open congregate areas and no dancing.
- Guests must be seated at all times. Traditional wedding reception events such as first dance, toasts, and cutting the cake are permitted.
- If serving food and beverages, guests must be served at their seats. No self-serve buffets permitted and no self-serve bar areas.
- Masks must be worn at all times unless actively consuming food or beverages.
- No more than 10 people seated to a table and those individuals must be from the same household.
- No additional furniture, such as chairs and tables, can be brought into the building.

By signing below, you agree to adhere to the requirements above.

_____ Date _____

Waiver: The novel coronavirus, COVID-19, has been declared a worldwide pandemic, is extremely contagious and is believed to be spread primarily from person-to person contact. The City has put in place preventive measures to reduce the spread of COVID-19; however, I recognize that the City cannot guarantee that I or my child/children will not become infected with COVID-19 and gathering at the parks shelters or lodges could increase my risk and the risk of my child/children of contracting COVID-19. By signing this document, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk we may be exposed to or infected by COVID-19 and that such exposure may result in personal injury, illness, permanent disability and death. I agree and acknowledge that this Release, Waiver and Indemnification specifically includes any claim, demand, liability, cost, suit, charge or compensation for loss or injury of any kind arising out of or related to COVID-19.

_____ Date _____



City of Montgomery, Ohio
LIQUOR PERMIT APPLICATION FORM

USE OF ALCOHOLIC BEVERAGES ON CITY PROPERTY

REQUESTING PARTY: (Please print and fill out completely)

Name of Responsible Person: _____

Address: _____

Street Address

City

State/Zip Code

Phone Number: _____ Date of Birth: _____

Organization (if applicable): _____

Name of Event: _____

Date of Event: _____ Time: _____/_____

Estimated attendance/participants: _____

Location of Event:

Name of Park _____ Lodge/Shelter _____

The City of Montgomery reserves the right to deny any request for the use of alcoholic beverages on City property. Furthermore, any event in which abusive behavior or misconduct occurs may lead to immediate cancellation of said event. **All alcoholic beverages containers must be disposed of in an appropriate manner.**

I have read and understand the regulations on the reverse side of the application and agree that I/my group shall comply with all applicable laws/regulations pertaining to this permit. Further, I/We do hold the City of Montgomery harmless from any legal action which may occur as a result of the possession/consumption of alcoholic beverages at the above listed event. I/We also understand that the City of Montgomery does not assume or accept any responsibility or liability relating to the dispensing or consumption of alcoholic beverages:

Signature of Applicant Date _____

Date _____

City Manager

REGULATIONS FOR POSSESSION/CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY

I/We do agree to hold the City of Montgomery harmless from any legal action which may occur as a result of the possession or consumption of alcoholic beverages at the above listed event. I/We also understand that the City of Montgomery does not assume or accept responsibility or liability relating to the dispensing or consumption of alcoholic beverages. The consumption of alcoholic beverages outside of the reserved park shelter or park lodge, and the patios or decks attached to the lodges, can be prosecuted as a violation of Code §91.07, **Open Container Prohibited**. Consuming alcoholic beverages within City parks and recreation facilities without an approved reservation also can and will result in criminal charges. It is recommended that the Host/Applicant serving alcoholic beverages secure appropriate Host Liquor Liability coverage either as an extension of the endorsement under the Applicant's homeowner or commercial general liability policy, or as a specific policy for this event.

REGULATIONS

1. At any event where alcoholic beverages are served, minors shall not be served alcoholic beverages and each minor shall be accompanied by a responsible adult.
2. Before providing alcohol to an individual, the applicant or Host should require a government issued photo identification to determine age.
3. Alcoholic beverages cannot be sold at an event, nor can there be a charge for admission at an event if alcohol is provided at no additional cost without an appropriate license issued by the State of Ohio and expressed written permission of the City as a part of the license.
4. The Host for an event at any shelter or lodge should know specifically their responsibilities for oversight to prevent any charge for open contained violation and/or possession or consumption of alcohol by a minor.
5. Permit must be posted by the permit holder at the event location.
6. The City reserves the right to terminate the use of a shelter or lodge for disruptive behavior or any violation of the City Code or State law concerning the possession or consumption of alcoholic beverages whether or not a criminal citation is also issued.

The City of Montgomery reserves the right to revoke this current permit and terminate the applicant's use of the Lodge immediately if the applicant or any of its attendees violates the terms of this permit or the Rules regarding the use of the Lodge. The City also reserves the right to deny any future application for the use of the Lodge by any applicant who in the past has violated the terms of its permit or the Rules regarding the use of the Lodge.

CITY OF MONTGOMERY – LODGE RENTAL RULES AND REGULATIONS

RESERVATIONS

Residents may reserve the lodges up to one year in advance. Non-residents may reserve the lodges up to six months in advance.

NOISE

Renters must be aware that the Lodge is in close proximity to residential neighborhoods and be sensitive to those neighbors. Excessive noises outside the lodge cannot be tolerated. Renters must also acknowledge that according to the Montgomery Code of Ordinances, Section 132.14, it is unlawful for the person renting the Lodge to cause noise, sound, music etc. to be heard from a distance of 200 feet from its source. Offenders of this statute may be cited for such violations up to a first degree misdemeanor.

DECORATIONS AND DELIVERY OF CATERING OR EVENT RENTAL SUPPLIES

Any catering supplies, equipment or event rentals must be delivered and picked up during the renter's designated rental period. All catering supplies, equipment and event rentals **must** be removed from the premises before the end of the rental period.

Decorations **are prohibited** from being attached to the interior or exterior walls of the lodge using staples, screws, nails, pins, or any type of high adhesive product (Do Not Use 3M command products).

Decorations **must** be fastened with a low adhesive tape (i.e. painters tape, Scotch removable tape), and **all** tape and decorations must be removed at the end of the event.

Decorations are prohibited to be attached to the ceiling.

Water balloons, Glitter or Confetti are prohibited inside or outside of the facility.

All electrical cords should be taped down immediately after placement.

ANIMALS

Animals and pets are not permitted. Service animals for individuals with disabilities are permitted. Owners will be fully responsible for his/her animal.

VEHICLES

No motor vehicles or motor-assisted vehicles shall be operated within a park area not specifically designated or designed for vehicular use. Driving across ball fields, courts or walking paths is prohibited. Consistent with ADA Guidelines governing accessibility, an exception will be recognized to this Rule for individuals with disabilities.

GENERAL RULES AND REGULATIONS

Equipment such as carts, dollies, scooters, pallet jacks, etc. are not permitted in the lodges without prior approval. Consistent with ADA Guidelines governing accessibility, an exception will be recognized to this Rule for individuals with disabilities.

No person shall erect tents, moonwalks, or other such structures or recreational equipment within the park or lodges. No indoor inflatables will be permitted in the lodges or shelters.

No person shall establish or maintain any camp or other temporary lodging place within the park.

Speed limits shall be 10 mph in parking lots and on roadways within the parks.

Use of any weapons or discharge of firearms, air rifles, or arrows is prohibited.

No person shall expose, distribute or place signs, advertisements, notices, statements, display banners, emblems or designs within the parks.

No person shall damage, deface or contaminate any land, structure, or fixture in a City park; Nor shall any animal, tree, flower, shrub, rock or other landscape be harmed, removed, injured or destroyed.

No hunting or trapping of any kind is allowed within any park.

No unsafe conditions or activities will be permitted.

The City of Montgomery will not be responsible for any items left or lost on the premises. Please call (513) 891-2424 in the event an item was turned in at City Hall.

NON-EMERGENCY POLICE: 985-1600

LODGE RENTAL CHECKLIST

THE CITY OF MONTGOMERY TAKES PRIDE IN THIS FACILITY AND THE VALUE IT OFFERS TO THOSE WHO USE IT. PLEASE PARTNER WITH US TO ENSURE THAT WE CAN CONTINUE OFFERING THIS SERVICE BY OBSERVING THESE GUIDELINES:

RENTER WILL BE REQUIRED TO DO LIGHT CLEANING THAT WOULD REQUIRE CLEANING ITEMS NOT PROVIDED BY THE CITY. ITEMS NOT PROVIDED ARE: CLEANING PRODUCTS TO CLEAN COUNTERTOPS, APPLIANCES, TABLES AND CHAIRS.

THE FOLLOWING ACTIONS ARE REQUIRED TO BE PERFORMED BY THE RENTER OF THIS FACILITY, PER THE RENTAL AGREEMENT. PLEASE READ AND CONFIRM THAT YOU HAVE PERFORMED ALL ITEMS BEFORE LEAVING:

- _____ Wipe clean all tables and chairs and put away in designated storage area if at Terwilliger's Lodge. Wipe clean all tables and chairs, then stack the chairs and place tables along the walls, if at Swaim Lodge.
- _____ Vacuum all carpeted areas, with the sweeper provided.
- _____ Remove all food, drinks, bags of ice and other items from the refrigerator, freezer, cabinets and drawers.
- _____ Wipe clean any spills inside or on the outside of all appliances.
- _____ Wipe down all countertops and cabinet faces.
- _____ Sweep the kitchen floor, with broom provided. Wipe up any spills on the floor.
- _____ Remove all trash from the building, **including kitchen and restrooms**, and replace the liners in the trash receptacles. New Liners can be found in drawer in kitchen. **All trash must be taken to the dumpsters located in the parking lots at the front of the buildings.**
- _____ Place aluminum cans and plastic bottles in the blue Recycle containers. Please remove plastic liner from container, replace with a new liner (found in kitchen drawer) and place the bag of recyclables on the deck outside the kitchen door (Terwilliger) or in the blue recycling container outside near the front entrance of the lodge. (Swaim)
- _____ Check the thermostat and make sure it is set at the following setting:
 Winter heat (60 degrees) Summer cooling (80 degrees)
- _____ Turn out all lights including restrooms.
- _____ Make sure all personal belongings have been removed.
- _____ **Check all doors to ensure they are locked, including sliding glass doors.**
- _____ Please note on the email survey or key return envelope if any tables, chairs or other equipment needs repair or replacement.
- _____ Return key in key return envelope to City Hall by the end of the next business day. Please be sure the key tag is attached to the key (Swaim Lodge).

PLEASE REFER TO RENTAL RULES AND REGULATIONS TO REVIEW FEES THAT WILL BE ASSESSED FOR ANY VIOLATIONS

CITY OF MONTGOMERY OPERATION AND FEE SCHEDULE

HOURS OF OPERATION

Keys or Access Cards must be picked up at City Hall Monday - Friday between the hours of 8:00 AM – 4:30 PM.

	<u>OPEN</u>	<u>CLOSE</u>
Monday-Thursday	8:00 a.m.	11:00 p.m.
Friday	8:00 a.m.	1:00 a.m.
Saturday	8:00 a.m.	1:00 a.m.
Sunday	10:00 a.m.	11:00 p.m.

FEES

TERWILLIGER LODGE

SWAIM LODGE

	<u>Mon-Thurs</u>		<u>Fri-Sun & Holidays</u>		<u>Mon-Thurs</u>		<u>Fri-Sun & Holidays</u>	
	Res.	Non-Res.	Res.	Non-Res	Res.	Non-Res	Res.	Non-Res
Daytime	\$150.00	\$200.00	N/A	N/A	\$100.00	\$100.00	N/A	N/A
Evening	\$150.00	\$200.00	N/A	N/A	\$100.00	\$100.00	N/A	N/A
All Day	\$200.00	\$300.00	\$400.00	\$600.00	\$125.00	\$150.00	\$225.00	\$300.00
<u>Pre-arranged</u>								
<u>Additional Hours</u>	\$50.00		\$50.00		\$25.00		\$25.00	

DAMAGE FEES

The following fees will be deducted from your deposit if such rules are violated:

- Early Entry** Entry prior to your rental time will be charged an additional full day's rental fee.

- Late Departure** Failure to vacate the Lodge by the time listed on your contract will result in a charge of an additional full day's rental fee.

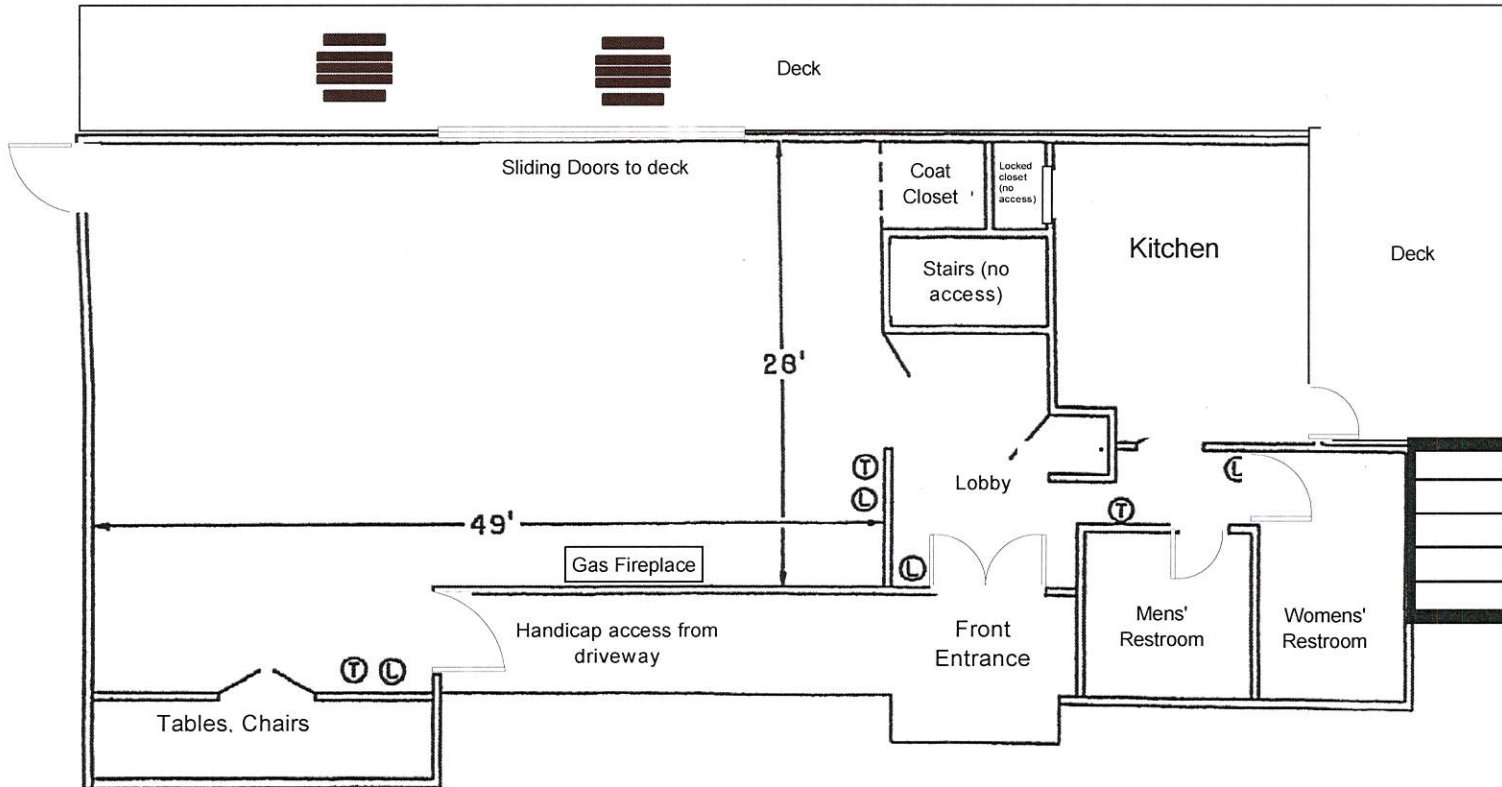
- Major Damage** The patron will be responsible for the costs of labor and materials for the repair or replacement of any damage caused while using the facility.

- \$50.00** **Lock Doors**-Failure to lock all doors and windows and windows and all associated costs from Damages that were incurred as a result of this infraction will be paid.

- \$70.00/hr.** **Cleaning**-Cleaning will be charged at a rate of \$70.00 per hour for any cleaning that needs to be completed (i.e., vacuuming, removing debris from restrooms, cleaning kitchen, cleaning tables and chairs, removing stains from floor and carpet, etc.) If the carpet is badly stained, you will be responsible for the cost associated with having the carpet professionally cleaned or replaced.

- \$15.00/day** **Key Return**-A charge of \$15.00 per day will be charged if the key is not returned by the next business day after use of the facility.

Terwilliger Lodge Floor Plan



- (T) Thermostat
- (L) Lightswitch

Capacity - Per Fire Code

Seated at tables 86
Chairs only 185

Chairs provided 120
Tables provided - 14 round 5' diameter tables
6 rectangular 6' long tables



North ↑

