# Rent/Use of Obetz Facilities During COVID-19

Dear Renter/User,

So long as the COVID-19 threat continues, we will have special protocols for individuals and entities that wish to use or rent our Village of Obetz facilities and amenities. These special protocols are in addition to any other usual agreement we have in place for use or rent of our facilities or amenities; and may change without warning as the pandemic changes over time.

There is a real risk that any event you schedule may be cancelled due to pandemic developments and/or federal, state, or local rule changes. You will be required to sign the attached waiver indicating you are responsible for implementing protocols related to COVID-19. See (04/05/21 - <u>Director's Order for Social Distancing, Facial Coverings, and Non-Congregating packet</u>)

Additionally, we strongly recommend and encourage you to keep the attendance of your event at 50% of the facility's normal capacity as follows, to allow for social distancing and other safety protocols:

FACILITY	USUAL CAPACITY	RECOMMENDED CAPACITY (COVID)
Dixon Quarry Pavilion	299	150
Stewart Hall	250	125
Meeting Room	25	13
New Community Room (opening Summer 2021 at the Community Center)	50	25
Community Center Gymnasium	275	137
Community Center Park Shelter	N/A	N/A
Memorial Park Shelter (next to OAC)	N/A	N/A
Bridlewood Park Shelter	N/A	N/A
Area 51 Shelter	N/A	N/A
Lancaster Park Shelter	N/A	N/A

If a floor plan is required, we will review its adherence to the established social distancing protocols. In accordance with the Responsible Restart Ohio Mandates and Best Practices for Banquets, etc., Obetz will disinfect every facility (if applicable) prior to its use, and post related signage. Thank you in advance for adhering to the protocols put in place for the safety of everyone. If you have questions, please contact me. Sincerely,

Kerri Duffy, CPRP Director of Parks and Recreation This page is purposely left blank.

# Village of Obetz Parks & Recreation Department 1650 Obetz Avenue Obetz, OH 43207 614-491-4546

# Monday – Friday 8:30am-5:00pm Rental Facility Policies & Procedures

<u>RESERVATION APPLICATION</u>: Dixon Quarry and Stewart Hall may be rented up to 12 months in advance to the day. Reservations are on a first-come, first-served basis (first person at the Parks & Recreation Office door will obtain the reservation.) Reservations can be made at the Parks & Recreation Office during business hours. To reserve a park facility; a Facility Rental Application must be completed with the total payment of all fees paid (Rate, permit fees, cleaning fees & refundable security deposit fees.)

Upon receipt of the Facility Rental Application, deposits, and full rental fee; a Facility Rental Permit will be issued. The Permit Holder must be a minimum of 18 years of age, show proof of residency if desiring the resident rate, and will be solely responsible for the supervision of the event; including behavior of all participants and their prompt departure at the end of the facility use. He/she will be charged for any damages/excess cleaning to the facility and or grounds which are over the security deposit amount.

Permit holders may not assign, transfer, or sublet to others the use of the facility. Any violations will result in the forfeiture of the reservation and all fees paid.

### **FACILITY CAPACITY:**

Renters must adhere to all maximum capacity regulations.

Dixon Quarry Pavilion: 150

Stewart Hall: 125

Community Center Meeting Room: 13
Community Center Gymnasium: 137

TIME FRAME: Renter must adhere to the time frame agreed to on their Rental Agreement.

Doors will be unlocked and closed at times indicated during reservation. Failure to leave at time indicated will result in loss of security deposit. By the end of the reservation time, the facility must be clear of guests and materials; all trash must be completely contained in appropriate receptacles and all furniture/equipment and other belonging to the facility must be returned to their original placement. Allow yourself ample time to complete your rental responsibilities before this time. Renters are allowed a 15-minute grace period after the end of their rental period before they are assessed a \$50 fee for each 15-minute increment they have failed to complete their responsibilities, i.e., a renter who reserves the space from 1 to 5 p.m. who leaves at 5:16 p.m. loses \$50 from his/her deposit; if he/she leaves at 5:31 p.m., \$100 is taken from the deposit.

<u>OPENING/CLOSING PROCEDURE</u>: Stewart Hall, Meeting Room, and Gymnasium will be opened by Park Personnel at time stated on the Facility Rental Permit. For Dixon Quarry Pavilion, renter will call the Obetz Scheduled Events number at 614-570-0314 when they arrive to the facility at the time stated on the Facility Rental Permit. Staff will unlock the facility remotely. Renter will need to call the Scheduled Events number again before leaving at the end time listed on the Facility Rental Permit. Staff will run through a cleaning checklist with you then lock the building

remotely. Renters will not receive a key. Once the facility is opened; the responsibility for the condition of the facility and furnishings lies solely with the renter for that period indicated on the Facility Rental Permit. The facility is to be in order and vacated at the specified end time noted on the Facility Rental Permit. All personal property of those using the facility must also be removed from the facility at end of rental time. The facility reservation is only for the time stated on the permit. Any time spent beyond the indicated time on permit, either by the renter, guests or by their employees, (caterers, band, etc.) shall be withheld from the security deposit. The Village holds the right to refuse future rentals for violating this rule.

<u>PARK RULES</u>: All rules and regulations that are part of the Codified Ordinances of the Village of Obetz that regulate Obetz Parks apply to the use of Dixon Quarry Pavilion, Stewart Hall, Meeting Room, Gymnasium, Community Room, and outdoor picnic shelters. Village of Obetz parks close at dark. Activities are restricted to the facility only after dark.

# **FACILITY SET UP: FLOOR PLAN - TABLES / CHAIRS**

The Obetz Parks & Recreation Department provides tables and chairs. Set up and tear down is the responsibility of the renter.

If renter moves exterior picnic tables, they must be returned to their original set up at end of rental.

Obetz Parks & Recreation Department's property/furnishings shall not be removed from the facility.

Tables and chairs will be used for their intended purposes only. Damage to or loss of equipment will be charged to the renter.

**TIME FRAME:** When estimating the amount of time of use include the time needed for event setup/clean up within the rental time.

#### **KITCHEN USE:**

Stewart Hall- You may use the sink, small fridge, microwave, and outlets for appliances. The use of the stove/oven is strictly prohibited.

Dixon Quarry- Kitchen is equipped with a sink, fridge, and 3 outlets for appliances.

Please note: Ice, Dishes, Silverware and Serving Utensils are <u>NOT</u> provided.

<u>CATERERS</u>: Obetz Parks & Recreation Department does not provide caterer recommendations. Caterers must adhere to all rules and procedures as outlined for renter.

**SMOKING:** Absolutely no smoking is permitted inside any Obetz-owned facility. Smoking must be done at least 50ft from the building and its doors.

**DRUGS:** No drugs are permitted on the premises.

**GRILLING:** At Dixon Quarry Pavilion, grills or smokers must remain in the gravel parking lot at the bottom of the hill. At the Community Center, grills must remain at least 50 ft from the building.

#### **DECORATIONS:**

Do not use pins, staples, nails, screws, command strips, or any sticky tape on the walls. Dixon Quarry Pavilion has existing hooks that may be used for decorations. Confetti or glitter is not permitted. Candles or open flames are not permitted. Helium balloons are not permitted at Dixon Quarry due to the ceiling fans. All decorations must be removed at end of rental.

<u>VEHICLES/PARKING</u>: Vehicles are only permitted in approved parking locations. No vehicles are permitted on grassy areas or walkways. Vehicles are now permitted to drive up the hill at Dixon Quarry for loading/unloading purposes. No more than one vehicle shall be on the hill at a time. Renters will be held responsible and charged for any damage resulting from driving vehicles up the hill (damage to building or guard rail, oil spills, etc.). All vehicles should be moved to the approved parking locations after loading/unloading.

**RULE VIOLATIONS:** Violators of any renter responsibilities will be required to leave the premises and this renter will not be issued any future reservations.

#### **EQUIPMENT RENTAL:**

Equipment not included with rental of a facility as stated in the above must be secured by the Renter and approved by the Parks and Recreation Department at least 30 days prior to the event. The Parks and Recreation Department is in no way to be included as a party in any such agreements for equipment or services and does not accept responsibility for such.

# **OUTDOOR AREA USAGE: TENTS / RENTAL VEHICLES / OUTSIDE STRUCTURES / FOOD TRUCKS**

The addition of tents, food trucks, outdoor grills or any outdoor structure to your rental must have prior approval by the Parks & Recreation Department. Requests must be accompanied by a site plan that delineates the location of these amenities and may need to be inspected. Staked tents are NOT permitted. Frameless tents up to 10x10 feet are permitted and must be within 50 feet of the facility. Larger tents are not permitted unless a request has been made, and approval has been granted. All outside rental equipment must be removed by you or your rental company by the end time of your rental indicated on your rental agreement and permit.

**AMUSEMENTS:** No outside recreation structures or amusements are permitted on premises without prior authorization (i.e., climbing walls, rides, inflatables, etc.).

#### **AMPLIFIED MUSIC/SOUND SYSTEMS:**

Music and/or disc jockeys may be permitted if the music content and volume is acceptable for others in and around the facility. Sound systems are provided at Dixon Quarry Pavilion and Stewart Hall with an AUX hookup. Amplified audio associated with any event at an indoor facility is to be kept at a reasonable volume within the facility. The Parks and Recreation Department reserves the right to control audio level and can terminate the rental agreement if it believes the Renter's amplified sound volume is not in keeping with the intent of the established rental policies. The use of amplified music or a public address system is NOT permitted outside of the facilities.

## **ADULT SUPERVISION:**

An Adult Guardian/Parent 18 years/older must always remain in facility during rental reservation with minor children.

# **ADMISSIONS, CONCESSIONS or SALES:**

Admission may not be charged for any event or activity without prior written consent of The Director of Parks & Recreation Department. Charging for food, beverages and products is strictly prohibited except for community-based, non-profit organizations with prior approval from The Director of the Parks and Recreation Department.

### LOSS OF PROPERTY / INJURY:

The Village of Obetz does not assume any liability for lost or stolen property and/or personal injuries sustained during use of the premises.

## **FACILITY DEPARTURE:**

Rental facilities will not be used past 10:00pm

All guests and employees (Band, Caterers, etc.) must vacate the facility by the time stated on permit. Failure to leave by permit time will result in the loss of security deposit.

# **CLEAN UP / TRASH DISPOSAL:**

At the conclusion of the rental, you are required to return the facility to its original condition.

Trash must be placed in trash bags and removed from the building (Placed in large dumpsters). Wipe off tables and chairs as needed. Wipe down kitchen surfaces. Remove all decorations and personal property. Return tables and chairs to storage. Failure to clean the facility will lead to loss of deposit.

### **SECURITY DEPOSITS:**

A portion or all the security deposit will be withheld for the following violations; otherwise, the Deposit will be returned by mail approximately four to six weeks after the rental date:

- a. Failure to clean facility by placing all trash in provided containers.
- b. Excessive cleaning needed to restore the facility to public use.
- c. Using the facility for a longer time than stated on permit.
- d. Damage to the building, facilities, equipment, or park grounds by renter/guests/employees (band, caterer etc.)
- e. Misrepresenting the type of event held or group/individual using/renting the facility.

Additional fees may be charged to renter to cover any damages or excessive cleaning beyond deposit amount.

### **REFUNDS: CHANGES AND CANCELLATIONS**

To receive a refund, a written notice of cancellation **must be** received at least:

- 2 to 4 weeks' notice, a 100% refund
- 1- 2 weeks' notice, 50% refund
- Less than 7 days' notice, no refund

#### **ALCOHOLIC BEVERAGES:**

Alcohol is NOT PERMITTED in any public park facility or on public grounds without prior approval from the Village of Obetz Parks & Recreation Department. When the use of alcohol is approved, it must be done so with the application of a special ALCOHOL USE PERMIT and with payment of additional Alcohol Permit fees.

Approved use of Alcohol must be served and consumed in approved designated areas only. No alcohol consumption is allowed in any outside area of facility including parking lots.

Updated 05/20

# **DIXON QUARRY PAVILION RENTAL CLEANING/ CLOSING CHECKLIST**

Call the Obetz Scheduled Events number at 614-570-0314 at the end time listed on your Facility Rental Permit. Staff will verify that you completed your cleaning/closing requirements and then they will remotely lock the building.

Thank you for keeping our building clean so that we may continue to serve our community!

# STEWART HALL SHELTER RENTAL CLEANING/CLOSING CHECKLIST

$\ \square$ Tables and chairs put back the way they were found (9 tables out; 6 chairs per table) All other tables and chairs should be put neatly back in the storage room.
□ Tables wiped down
□ Chairs wiped down
☐ All trash cans emptied, and trash picked up (kitchen, main room, hall restroom, hallways)
☐ All trash bags taken to dumpster (directly outside Stewart Hall kitchen door)
□ New trash bags put in trash cans
☐ Kitchen countertops wiped down and sink clean
☐ Floors swept (kitchen, main room, hall restroom, hallways)
☐ Spills mopped up (kitchen, main room, restrooms, hallways)
□ No tape, glitter, or confetti used
□ Nothing left in refrigerator
□ Restrooms checked for damage

# **Obetz Parks & Recreation Department**

1650 Obetz Avenue Obetz, OH 43207 614-491-4546

# **Application for Rental Permit: Pavilion / Hall**

Today's Date	Renter Information: PLEASE PRINT
Renter's Name:	Home Phone:
Renter Address:	Cell Phone*:
City/State/Zip:	
Email:	
Organization Name (I/A)	
Type of Event:	Estimated # of Guests:
	re eligible for (1) free BLOCK per the calendar year for use at Dixon Quarry and Stewart Hall

**Resident Rate**: Resident households are eligible for (1) free BLOCK per the calendar year for use at Dixon Quarry and Stewart Hall. Proof of residency is required to qualify for the Resident Rental Rate.

The individual renting the facility must present a current legal Photo ID or Obetz Water Bill indicating residence within the Village of Obetz.

<u>Please Note</u>: The individual named as the Renter is the responsible obligated party. The security deposit will be refunded and or damages incurred will be charged to the individual listed as the Renter.

Rental Date	Rental Facility	Weekend Rental Fees* Friday, Saturday, Sunday	<b>Weekday Rental Fees</b> Monday - Thursday	Add Ons
	Dixon Quarry Pavilion	□AM Block (10am-3pm)	□AM Block (10am-3pm)	Security Deposit
	Industrial Center Drive	\$300	\$100	(Refundable)
	Seasonal	□PM Block (5pm-10pm)	□PM Block (5pm-10pm)	\$100 Cleaning Fee:
	(April-October)	\$300	\$100	\$50
	COVID Capacity: 150	□Full Day (10am-10pm)	□Full Day (10am-10pm)	Alcohol Permit:
	No AC nor Heat	\$600	\$200	\$50
	Stewart Hall	□AM Block (10am-3pm)	□PM Block (5pm-10pm)	Security Deposit
	1650 Obetz Avenue	\$250	\$100	(Refundable)
	COVID Capacity: 125	□PM Block (5pm-10pm)		\$100 Cleaning Fee:
		\$250	AM block is reserved for senior	\$50
		□Full Day (10am-10pm)	programming and other Village	Alcohol Permit:
		\$500	events.	\$50
	Meeting Room	Hourly (10am-10pm)	Hourly (10am-10pm)	No Deposit
	1650 Obetz Avenue	\$10/hour	\$10/hour	
	COVID Capacity: 13	Hours:	Hours:	
	Community Center	Hourly (10am-10pm)	Hourly (10am-10pm)	No Deposit
	Gymnasium	\$20/hour	\$20/hour	
	1650 Obetz Avenue	Rented Quarterly	Rented Quarterly	
	COVID Capacity:137	Hours:	Hours:	

<sup>\*</sup> Holidays: All buildings are closed on government holidays.

<sup>\*</sup> Add on Fees: Cleaning fees are used for disinfecting the facility after your rental. You are still required to return the facility to the way you received it. Cleaning fees are non-refundable. Alcohol permit fees are also non-refundable.

<sup>\*</sup> Shelter Houses: Rentals are not required at Village shelter houses. Shelter houses are used on a first come, first served basis. No alcohol

is permitted at she	lter houses.				
Will You Be Serving	g Alcohol?	Check One: (	NO or OYES	If Yes Read & Sign Below	
I, the undersigned of Dixon Quarry Page 1	CONSUMPTION OF A applicant, do agree to avilion at Industrial Ce 1650 Obetz Avenue O	the following enter Drive Ob	etz, Ohio 43207, o	lication for consumption of alcoholic beverages inside: or	
	erages can only be cor ely surrounding the Di			and no drinks will be served or consumed out-of-doors incl Hall.	luding
employees, harmle parties who may be	ss, fully indemnify and i	d assumes any proximately b	and all host liabili the provision of a	reverages and the applicant agrees to hold Obetz, its agentity or other liability to guests, invitees, relatives, friends or alcoholic beverages, of any sort whatsoever, whether for poxication or are contributed to by intoxication.	r third
me to cover the cir could be retained fo cleaning or damage	cumstances that may or violation of any of t es to the facility, equip	occur during he stated rules oment, or grou	my use of said factories well as a sunds.	dition to the required facility security deposit) will be post cilities, understanding that all or part of the security deposed additional charges that may be levied to cover costs of excended have read and understand the above application.	osit(s)
Print Name			Signature		
Department. I unde and Recreation De <sub>l</sub> to leave the rental	erstand that the facilit partment. Failure to le facility in the conditio	ry reservation eave by stated in in which it v or equipment	stands for only the time will result in vas rented will res	cedures set forth by the Village of Obetz Parks & Recreation etime stated on the facility permit issued by the Obetz Para a portion or all the security deposit being with held. Fail oult in a portion or all the security deposit being withheld. addition to loss of the security deposit.	ırks
		: Fees must l	pe paid in full to	complete reservation.	
FEE AMOUNT	FEE TYPE				
\$	Rental Fees (See rental rate table)				
\$100	Refundable Security Deposit (Required for all rentals)				
\$50	Non-Refundable Cleaning Fee (Required for all rentals)				
\$50					
\$	TOTAL FEES DUE AT	TIME OF BOO	KING (SECURITY DE	POSIT, CLEANING FEE, ALCOHOL PERMIT + TIME BLOCK FEE)	
METHOD OF PAYI	MENT:				
☐ Cash Civic Rec	Receipt #				
☐ Check (Make pa	yable to Village of Ob	etz) #	Name on Check	CivicRec Receipt #	
□Credit Card/Last	4: Na	nme on Card: _		CivicRec Receipt #	

#### **VILLAGE OF OBETZ**

## **Waiver of Liability and Hold Harmless Agreement**

I understand that Coronavirus, ("COVID-19") is an extremely contagious virus that spreads easily. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. I acknowledge that accessing Obetz owned rental facilities or amenities could increase the risk of contracting COVID-19, and that the Village of Obetz in no way warrants that COVID-19 infection will not occur through accessing Obetz owned rental facilities or amenities.

I understand the hazards of COVID-19" and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19, and the State of Ohio Responsible Restart Mandates and Best Practices. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines and State of Ohio mandates are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates and accept responsibility for implementing the mandates and guidelines.

Notwithstanding the risks associated with COVID-19,	, which I readily acknowledge, I hereby
willingly choose to rent/use	(facility/amenity)
hereinafter referred to as "facility" at	(address)
hereinafter referred to as "Premises." I will follow the	applicable laws and guidelines during the
activity/event and my time on the Premises at the Facil	lity.

I acknowledge and fully assume the risk of injury, illness or death related to COVID-19 arising from my being on the Premises or from using/renting the Facility and participating in an event/activity there and on behalf of myself and my successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenant and agree to forever release, waive, discharge, and covenant not to sue the Village of Obetz, its officials, elected or otherwise, agents, employees, contractors, and assigns hereinafter referred to as the "Obetz" from any liability related to COVID-19 which might occur as a result my being on the Premises, using the Facility, and/or participating in the event/activity.

I shall indemnify, defend, and hold harmless Obetz from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorney fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. This Waiver of Liability and Hold Harmless Agreement, hereinafter referred to as "Agreement," shall bind any assigns and representatives, and shall be deemed as a release, waiver, discharge, and covenant not to sue Obetz. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of Ohio.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT OF THE PERMISSION GRANTED BY OBETZ TO BE ON THE PREMISES, TO USE THE FACILITY, AND TO PARTICIPATE IN THE EVENT/ACTIVITY.

If any paragraph of this **Agreement shall** be held or declared to be void, **invalid** or illegal, for any reason, by any court of competent jurisdiction, such provision **shall** be **ineffective** but **shall not** in any way **invalidate** or **effect any other clause**, paragraph, section, or part of this Agreement.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by same.

Signed	Print Name
Date	-
Address	
Phone Number	_

Updated May 2021