

# — THE VILLAGE OF — SWANTON

219 Chestnut Street Swanton, Ohio 43558  
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## Facility Rental Agreement

Memorial Park Pavilion

Swanton Community Center

Event Date: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Purpose: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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*By signing below, the applicant certifies that the information provided above is correct; he/she has read and understands the information contained on both sides of this application and agreement; and he/she agrees to conduct the requested activity in compliance with all State and local applicable codes, ordinances, laws and the conditions contained in this permit.*

*Use of Village facilities is subject to the following regulations. Swanton Community Center is also subject to regulations posted at the facility and attached to this agreement.*

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Signature of Applicant

Date

Thank you for selecting the Village of Swanton for your upcoming event. As part of your Rental Agreement, we would like to provide you with some information regarding your reservation. Use of Village of Swanton facilities and grounds is subject to the following rules and regulations. By making a facility reservation, you agree to abide by the Rules and Regulations set forth below as well as all Codified Ordinances of the Village of Swanton.

**Alcohol** - Alcohol is not permitted within the Village of Swanton Rental Facilities.

**Arrival time** - The reserved area will be available at the arrival time indicated on your original reservation. The facility is to be locked when no one is there. Please designate a member of your party to remain at the facility to let florists or caterers into the building throughout the day – Village Staff is not available to do this.

**Decorations** – Village of Swanton prohibits the nailing, stapling and taping of decorations and/or signs within facilities. The Reservation Holder is responsible for removal of all decorations, removal of any items of property brought into the facility, and deposit of trash in the appropriate receptacles, by the agreed upon departure time. Adhesive Putty and Painters Tape are alternative product to use for displaying decorations. Glitter decorations and confetti are prohibited. Candles in enclosed containers are acceptable. The release of balloons, rice, birdseed, flower petals, birds, animals or insects, including butterflies, is not permitted. The Village of Swanton reserves the right to charge for any damage caused by decorations.

**Departure time** - Everyone and everything must be out of the building by the agreed upon departure time of your reservation, with all clean up complete. All outside doors must be locked before leaving. Adjustments may be made to your arrival or departure time a week before reservation. Adjustments may be made by calling the Municipal Office at 419-826-9515, 8:30 a.m.-3:30 p.m., Monday-Friday.

**Music** - Music must be kept at an acceptable level determined by Village Staff.

**Catering** - Catering is not provided. Reservation Holders may select their own caterer or bring their own prepared food. All catering equipment must be removed by the agreed upon departure time. No access will be granted the following day to retrieve items.

**Damages** - A Village of Swanton Staff Member will conduct a walk through within 2 hours of departure time listed on the original reservation. The repair cost for any damage that occurs during the rental will be charged to the Reservation Holder.

**Electricity** - Electricity is available. The use of generators is prohibited.

**Enforcement of Policies** - The Reservation Holder is responsible for their guests' and contract service providers' actions.

**Fireplace**- No outside wood is permitted. Reservation Holder must request wood on the original reservation form.

**Indemnification** - To the fullest extent permitted by law, the Reservation Holder shall indemnify defend and hold harmless the Village of Swanton its officers, employees, or any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Reservation Holder, provided that such claim, damage loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the Reservation Holder, its agents, guests, or anyone directly or indirectly invited by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

**Parking** - All parking areas are open for public use. No parking spaces can or will be reserved. Reservation Holders and guests must park only in designated spaces to avoid a citation.

**Payment and cancellation policy** - Reservation Fee is non-refundable and must be paid within seven (7) days of making the reservation. This amount will be used towards the total final payment. Reservations can be cancelled up to 15 days prior to the event without penalty of fee balance. Final payment is due 14 days prior to scheduled event. If final payment is not received 14 days prior to the scheduled event, the reservation will be forfeited and the room will be made available to others.

**Personal Property** - Village of Swanton is not responsible for lost, stolen or misplaced property/items. This includes flowers and decorations.

**Rental Agreement** - A Facility Rental and Use Application must be obtained when a Village of Swanton facility is reserved. It is understood that the facility is reserved only for the individual or group listed on the Rental Agreement. The Rental Agreement is not transferable.

**Set-up/clean-up** - The Reservation Holder is responsible for table and chair setup and all clean up. Village of Swanton tables and chairs must remain indoors. Village of Swanton tables and chairs must NOT be dragged across the floor or pushed into the walls. All garbage and waste must be collected, bagged, and thrown in the closest dumpster. Memorial Park Pavilion dumpster is located near the restrooms. Swanton Community Center dumpster is located on the far west side of the parking lot. The Village of Swanton reserves the right to charge for any excessive clean up done by Village Staff if facility is left in disarray.

**Signage** - Signs that do not obstruct motorist or pedestrian sight lines may be put in the ground to direct invited guests to the facility. All signs must be removed at the conclusion of the rental. A littering citation for any signs left after the event will be issued and mailed to the person listed on the Rental Receipt.

**Smoking** - Smoking is not permitted indoors, or near entrances, at any Village of Swanton facility.

**Soliciting** - Soliciting is not permitted.

**Termination of Rental Receipt** - It is understood by the Reservation Holder that the Village of Swanton shall have the right to terminate any Rental Agreement without notice in the event of non-compliance with any Village of Swanton Rules and Regulations.

**Weather** - In the event of a Level 3 Snow Emergency in Fulton County, all Village of Swanton facilities will be closed. Reservations scheduled to take place that day will be cancelled and full refunds will be issued. In the event that a severe thunderstorm warning or tornado warning is issued on the day of your event and interrupts your event, a full refund may be obtained by calling 419-826-9515.