



Memorial & Clifton Shelter House Rules & Regulations/Waivers

(ActiveNet – Disclaimers)

The City of Bexley, Recreation and Parks Department will be represented hereinafter by the term “Lessor.”
The facility renter will be represented hereinafter by the term “Lessee.”

Shelter Rental Permit

*This Shelter Agreement should be brought to the event on the day of the reservation.

Day of Event Emergencies ONLY:

Call the Bexley Police at 614.559.4444.

In-Season Restroom Facility Usage (April/May – September/October):

The opening and closing of the restrooms for the season may be earlier or later depending on the temperature. Call the Bexley Recreation & Parks Department for more information.

Payment & Hour Minimum: Full payment (\$20.00 per hour rental fee) is required at the time of the in-person reservation and a minimum of 2 hours is required for a rental, which should include your set-up, event, and clean-up.

I. LESSEE ACKNOWLEDGMENT (Initials Required)

____ **COVID -19 Policies.** The lessee will be responsible for following the most current local, state, and federal orders for event gatherings. Max capacity has been reduced to 40 people and there will only be 6 picnic tables available. No more than 7 people per table and they must be assigned to that table for the duration of the party (i.e. they cannot move from one table to another). Social distancing must be practiced and masks are strongly recommended.

____ **COVID-19 Recommendations.** The Lessee should supply hand sanitizer for their guests or encourage them to bring their own and the Lessee should bring supplies to wipe down the tables before and after use. BRPD staff will only be available to sanitize the facility once per day.

____ **Lock Box under Counter.** There will be a lock box under the counter (code: 8739) that will store extra cleaning supplies. Please feel free to use the supplies as needed. There will also be a key for the restrooms. If you unlock the restrooms, you will be required to lock them back up before leaving.

____ **Request for Cancellations or Date/Time Changes.** All cancellations or date/time changes must be done in writing via an email to the Bexley Recreation & Parks Department at recreation@bexley.org or a hand written letter dropped off in person to a staff member.

- A. Cancellations are not complete until you receive notification confirming your cancellation.
- B. Refunds of a deposit will be as follows (days are prior to the rental date):
 - a. Full Refund – 30 days or more.
 - b. Full Refund (less \$40) – 29 days or less

- C. If the BRPD is forced to close the facility for any reason including, but not limited to, an act of God or national emergency, the Lessee will receive a full refund.

____ **Clean Up.** Patrons are responsible for placing all trash in the trash cans and recycling in the recycling cans throughout the Shelter House before the end of the reserved time. **You are responsible for leaving the Shelter House as you found it.**

____ **No Alcohol or Music.** There is no alcohol or amplified music permitted in the park or at the shelter house.

____ **Entertainment.** Bounce houses and live animals are not permitted. In an effort to protect the park and park goers, any other entertainment and/or items must be approved by BRPD.

____ **Unloading/Loading & Parking.** (For 2020) Please note the North Mansion Parking Lot will not be available due to Mansion construction. Parking is first-come first-serve and we recommend you unload and load from the Jeffrey Park South Lot (by the tennis courts). This is also where your guests should park.

II. GENERAL RULES & REGULATIONS:

The lessee is required to help the Bexley Recreation & Parks Department (BRPD) keep Shelter Houses clean, safe, and secure by adhering to the following rules and regulations. Common sense should prevail at all times. Don't do anything you wouldn't do in your own home:

- A. **Reservations for a Shelter House can be made by Bexley residents only.**
- B. One adult chaperon is required at all times for every ten minors congregating. Any youth group of 50 or more is required to hire an off duty Police Officer.
- C. The space reserved is not to be used in excess of the normal seating capacity, 110 people (Memorial), 80 people (Clifton) unless approved by the BRPD.
- D. Firearms are not permitted.
- E. Nothing shall be attached to the walls.
- F. Patrons are responsible for providing all items necessary to prepare and serve food.
- G. All posted rules for Jeffrey Park apply to the Shelter House.
- H. The following behaviors are strictly prohibited, but not limited to: 1) fighting and or "rough housing" 2) abusive language 3) spitting 4) sexual misconduct 5) roller-skating, skateboarding or the use of any other wheeled devices (with exception of wheelchairs)
- I. No group may charge admission or sell items of any kind. Private or public fund raising projects are not permitted in the Shelter House.
- J. Any questions should be directed to BRPD (614.559.4300).
- K. **THESE ARE YOUR COMMUNITY SHELTER HOUSES; PLEASE HELP US KEEP THEM CLEAN!**

III. COVID-19 ADDENDUM (Initials Required for All Events) _____

- A. Lessee agrees to abide by all rules and policies, as determined at the City's sole discretion, that may be in effect at the time of the event concerning or addressing safety precautions necessitated by the COVID-19 pandemic. Lessee shall take all reasonable efforts to make guests aware of these rules and policies.
- B. Lessee recognizes the City will take all reasonable actions to minimize the possibility of visitors becoming exposed to COVID-19 during the rental event. Lessee understands that factors that may contribute to the spread of COVID-19 are outside the control of the City. Therefore, Lessee agrees to waive any claims of liability against the City, the BRPD and their employees, representatives, agents, trustees and elected officials relating to Lessee or their guests contracting COVID-19.

- C. Lessee understands that the cancellation terms and policies set forth in the rental agreement shall apply if Lessee decides to cancel or postpone the event due to the COVID-19 pandemic. Lessee may apply any deposit that would otherwise be forfeited under these circumstances to a rescheduled rental date. Such rescheduled date depends on availability and must be mutually agreed upon by the parties.

IV. INDEMNIFICATION / DAMAGES

- A. Lessor hereby rents to Lessee the portion of the Memorial/Clifton Shelter House (the "Facility") for the date and period, all as specified on Lessee's Rental Permit. The deposit charge must be paid when Lessee reserves the use. The rental fee must be paid 14 days before the scheduled use.
- B. Lessee shall use the Facility solely for the purpose stated on the Agreement and shall not assign the rights to use the Facility to any other person without Lessor's prior written consent.
- C. This Agreement may be terminated by either party by giving **written notice** (i.e. email, letter) to the other party **at least 30 days** before the date of Lessee's use specified on the Rental Permit. Lessor reserves the right to terminate this Agreement at any time if it determines that Lessee's proposed use is illegal or that Lessee has violated the Agreement. If this Agreement is terminated by Lessor or Lessee and the required 90 day notice is given by Lessee, a full refund will be made. If less than 90 days notice is given by Lessee, the deposit will be forfeited. Notwithstanding the foregoing, if this Agreement is terminated by Lessee at any time for any reason, Lessee agrees to reimburse Lessor for any expenses incurred by it in anticipation of Lessee's use.
- D. Lessee shall abide by and enforce the Shelter House rules attached as stated above and all laws and regulations applicable to the Facility. Lessor reserves the right, in its sole discretion, to intervene in and exercise control over Lessee's use through its staff or emergency personnel to protect life and/or property.
- E. Lessee shall leave the Facility and its vicinity in the same condition as existed at the commencement of Lessee's use. Lessee agrees to pay any charges for labor and/or materials when the cost of setup, cleanup, attendant charge and/or rent exceed the charge specified on the Rental Permit. Lessee also agrees to pay Lessor for any damages to the Facility and its vicinity which occur in connection with Lessee's use of the Facility.
- F. If use of the Facility by Lessee is at any time impaired for any reason beyond Lessor's control, the Lessor may cancel this Agreement, and Lessee's use shall be rescheduled if practicable at a time mutually agreed by the parties. Lessor shall not be liable to Lessee for any losses or expenses incurred by Lessee on account of such cancellation or delay.
- G. No program, literature, or any publicity of Lessee promoting its use of the Facility shall identify Lessor as a sponsor.
- H. Lessor makes no warranties to Lessee as to the fitness of the Facility or a particular purpose, and Lessee has leased the Facility after having the opportunity to examine the same and assumes full knowledge of the same.
- I. Lessor assumes no responsibility for damage to or loss of any property of Lessee or others brought into the Facility prior to, during or after Lessee's use.
- J. Lessor shall not be liable for any losses or expenses caused by errors or omissions in scheduling use of the Facility.
- K. Lessee agrees to indemnify, protect, defend, and hold harmless Lessor and Lessor's officers, agents, employees, and invitees from any and all claims, demands, suits, liabilities, and expenses from damage or injury to persons or property arising out of Lessee's use of the Facility to the services provided by Lessor.

- L. Lessor may require Lessee to provide general liability insurance coverage in an amount determined by Lessor naming Lessor as a named insured. If insurance is required, Lessee shall provide proof of insurance coverage to Lessor at least 14 days before Lessee's use.
- M. In all cases, written notice to Lessor shall be sent via email (recreation@bexley.org) or delivered in person to the Recreation & Parks Director at 165 N. Parkview Avenue, Bexley, Ohio 43209. Lessor shall give notice in the same manner to Lessee at the address set forth below. All written notices are not approved until the Lessee receives confirmation of receipt from Lessor.