

AGREEMENT 2023

AGREEMENT FOR USE OF DARBY TOWNSHIP BUILDING 508 FOURTH STREET UNIONVILLE CENTER, OHIO

This Agreement for the use of the Darby Township Building, entered into on the date set forth below, is subject to the terms and conditions set forth herein, unless waived in writing, signed by authorized representatives of both parties. As used herein, "Township" refers to The Board of Township Trustees of Darby Township, Union County, Ohio; "Lessee" includes both the person signed below and the organization represented.

The parties agree as follows:

Residents of Darby Township will pay \$50.00.

Non-residents of Darby Township will pay 100.00.

Non-profit and professional businesses and organizations will pay \$200.00.

Community Meetings and 4-H meetings may be held at no rental cost to the Lessee. A \$40.00 key deposit is required for each key. Key needs to be returned within one month of last meeting, or deposit will be forfeited.

ALL FEES ARE DUE IN FULL IN ADVANCE.

If snow removal by the township is necessary, individual or business Lessee would pay the \$60.00 per hour for removal. Community Meetings, 4-H Meetings, Scout Meetings will be free, with no charge to them for snow removal. Contact Connie Priday at 937-645-5034.

The building will be left clean. Mops and cleaning supplies are available in the utility closet. The floor must be swept and mopped. Mop the floor with only water. The utility sink in the men's room can be used for filling bucket, etc. All wastepaper baskets and trash shall be emptied and removed from the building. Trash bags are available in the utility closet. The doors will be left locked, and all keys will be placed in the drop box at the Township building. No copies or duplicates of any keys may be made.

The thermostat can be adjusted before/during the event. At the conclusion of the event the thermostat should be returned to its original settings, which are

indicated on the posted card (63 degrees in heating season, 79 degrees in the cooling season).

The chairs, tables, restrooms, lights and electricity may be used; all property used or removed will be returned to its former condition and position.

The Township is not liable for injuries to persons or damage to property. Any damages and injuries will be the responsibility of the Lessee and the organization using the premises. The Lessee and the organization shall save and hold harmless Darby Township, its boards, officers, agents, employees, successors and assigns, from any and all claims and liabilities incurred as the result of the Lessee's and/or organization's use of the premises.

The phone may be used for local calls.

The Lessee is not permitted to use the two TV monitors in the Township building. If the TV monitors are used and if any damage is incurred the repair costs will be the responsibility of the Lessee.

There will be NO SMOKING and NO ALCOHOLIC BEVERAGES in the building or on the premises.

All activities will need to be completed by **9:00 p.m.** This means the building is cleaned and tables and chairs are restored to meeting order by 9:00 p.m. for Lessee to exit the building.

Township business takes precedence. In the event a scheduled use must be cancelled by the Township, which explicitly reserves that right herein, the liability of the Township is limited to refund of the Lessee's/organization's pre-paid fee.

Any other refunds will be at the sole and absolute discretion of the Township.

The language used herein notwithstanding, nothing contained in this agreement shall be construed as granting the Lessee a tenancy by agreement, or otherwise. This Agreement, if continuing in nature, may be terminated by either party upon seven days written notice to the other party.

DATE(S) AND TIME(S) TO BE USED:

PURPOSE: _____

Lessee: _____

Organization (*if applicable*) _____

Address: _____

Phone Number: _____

Accepted by Darby Township: (name and title)

Date: _____

Amount Paid: \$ _____ cash / check