

Mesa Grand Property Owners' Association Party Center Rental Contract

RENTER: _____ (the "Renter")
ADDRESS: _____
PHONE NUMBER: _____ E-MAIL: _____
PURPOSE OF EVENT: _____
EVENT START DATE: _____ EVENT END DATE: _____
EVENT START TIME: _____ EVENT END TIME: _____

THIS PARTY CENTER RENTAL CONTRACT ("Contract") is entered into on _____, _____, 20____, in the City of Brunswick, County of Medina, State of Ohio, by and between Mesa Grand Property Owners' Association, Inc. (the "Association"), and the Renter. The Association and the Renter may be referred to herein individually as a "Party" or collectively as the "Parties."

The Association agrees to permit the Renter to use the Association's party center located at 1739 El Dorado Blvd., Brunswick, Ohio 44212, as well as a nonexclusive use of the adjacent common areas, including the pavilion, playground, swings, paved court, and grassy areas (collectively, the "Party Center"), but expressly excluding the pool, for the event described above (the "Event"), subject to the terms and conditions set forth in this Contract. For the purposes of this Contract, the restroom facilities located inside the Party Center building shall be considered a nonexclusive common area.

In consideration of the Rental Fee and Security Deposit paid by the Renter, and in exchange for the Association granting use of the Party Center for Renter's Event, Association and Renter agree as follows:

I. RENTAL FEE:

The standard rental fees for use of the Party Center are as follows:

1. **Residents of the Association:** Renter shall pay the Association a rental fee of \$100.00 for each day of the Event.
2. **Non-Residents of the Association:** Renter shall pay a rental fee of \$150.00 for each day of the Event.

Based on Renter's status as a ☐ Resident / ☐ Non-resident of the Association and for the beginning and ending Event Date(s) above, Renter shall pay the Association a total rental fee of \$100.00 / \$150.00 (Circle One).

II. SECURITY DEPOSIT:

A refundable security deposit of \$200.00 is due at the time of Contract. The security deposit will be returned, cancelled, or destroyed within 7 days after the Event End Date set forth above, provided that, and contingent upon, the Party Center passes post-rental inspection, and all keys are returned. The Association may withhold any portion of the deposit to cover cleaning, repair, or replacement costs. If damages exceed the deposit, Renter will be billed for the difference. Payment of such an amount is due from the Renter to the Association upon receipt.

III. USE OF FACILITIES:

The Renter's use of the Party Center shall be limited to the Event Date(s) specified in this Contract. The following conditions apply:

1. The rental includes the Party Center, its driveway, parking lot, buildings or structures, furnishings, and equipment provided therein. Renter is responsible for their proper use and for any damage to them.
2. The rental includes the nonexclusive use of the restroom facilities located in the Party Center building as well as the pavilion, playground, swings, paved court, and grassy areas adjacent to or surrounding the Party Center building.

3. The rental expressly **DOES NOT** include use of the pool or any other Association facilities, unless specifically authorized in writing by the Association.
4. The Renter's activities must not invade the privacy of surrounding residents, or any other person utilizing the pool or nonexclusive common areas and all activities must remain within the Party Center.
5. The maximum occupancy of the Party Center building shall not exceed _____ persons.
6. At the conclusion of the Renter's Event, the thermostat must be reset as follows: 60 degrees during winter months (November–March) and shall be turned off during the summer months (April–October), before leaving the Party Center.
7. Smoking (of any kind, including vaping), illegal drugs, and hazardous activities are strictly prohibited anywhere on or about the Party Center property.
8. Alcohol may be served only if and as permitted by law.
9. Renter **SHALL NOT** place or adhere any decorations to any walls of the Party Center building or other facilities including by tape, nail, tack, staple, sticky putty, or any other adhesive or fastener.
10. Renter shall be responsible for clean-up and to return the Party Center to the condition it was in prior to the Event. Clean-up shall include, but not be limited to, trash removal, floors swept, tables/chairs wiped and put all, furniture returned to pre-Event positions, removal of all decorations or Event materials, etc.
11. Renter shall be present at the Event between the Event Start Time and Event End Time.
12. Renter is responsible for the conduct of all guests, invitees, and contractors.
13. Noise levels must be kept at a reasonable volume so as not to disturb nearby residents. All music or amplified sound must cease between 9:00 P.M. and 8:00 A.M. (Sunday – Thursday) and 12:00 A.M. and 8:00 A.M. (Friday – Saturday). Notwithstanding the foregoing, the reasonableness of the volume shall be determined at all times by the Association, in its sole discretion.
14. In the circumstance that Renter is given access to the Party Center prior to the Event Start Date for purposes of set-up, etc., or any period after the Event End Date for clean-up, etc., the provisions of this Contract shall apply and remain in full force.
15. Violation of any of these rules may result in immediate termination of the Event without prior notice and without refund.

IV. LIABILITY AND INDEMNIFICATION:

Waiver of Claims: The Association shall not be liable, and the Renter waives all claims, for any injury, illness, or damage, to persons or property sustained by the Renter, the Renter's guests, invitees, contractors, or any other person, which may occur in, on, or about the Party Center. This includes, without limitation:

- Any defect or condition of the Party Center building, furnishings, equipment, or related facilities;
- Any accident occurring in, on, or about the Party Center;
- Any injury illness, or damage, to persons or property, resulting directly or indirectly from the use of the Party Center by the Renter or any of its guests, invitees, or contractors; or
- Any injury, illness, or damage, to persons or property, resulting directly or indirectly from any act or negligence of the Association or any other person.

Assumption of Liability: The Renter shall assume all liability for any accident, injury, illness, or damage that arises in, on, or about the Party Center on or between the Event Start Date and the Event End Date set forth above.

Indemnification: The Renter shall indemnify, defend (with the Association retaining the right to select its own attorney), and hold harmless the Association, its officers, directors, agents, employees, and members from and against any and all claims, damages, costs, expenses, or causes of action arising from:

- The Renter's use or occupancy of the Party Center;
- The conduct, acts, or negligence of the Renter or the Renter's guests, invitees, agents, employees, or contractors;
- Any condition of the sidewalks, driveways, parking, or other common areas adjoining or surrounding the Party Center; or
- Any accident, injury illness, or damage, to persons or property, however caused, occurring during the Event date(s).

Third-Party Claims: This indemnification includes, but is not limited to, claims, demands, suits, or judgments (including reasonable attorney's fees and costs) for death, personal injury, illness, or property damage connected in any way with the Renter's Event or use of the Party Center.

Communicable Diseases: This indemnification also extends to claims arising from the spread of communicable diseases including, but not limited to, COVID-19, influenza, or other viruses, and any violation of laws, regulations, or orders relating to public health and safety.

Set-Up and Clean-Up Access: The provisions of this section apply equally to any access granted to the Renter before the Event Start Date or after the Event End Date for purposes of set-up or clean-up.

The provisions of this Liability and Indemnification Section shall survive termination of this Contract.

V. CANCELLATION:

Cancellations made at least 30 days before the Event Start Date will result in a full refund of the rental fee and security deposit. Cancellations made less than 30 days prior may result in forfeiture of all or part of the rental fee, at the sole discretion of the Association. All cancellations must be made in writing.

VI. MISCELLANEOUS:

No Assignment: This Contract may not be assigned, amended, or modified without written consent of both parties. The Rules and Regulations of the Association are incorporated into this Contract and apply to the Renter and all attendees.

Waiver: The waiver by any Party of a breach of any provision of this Contract by any other Party shall not operate or be construed as a waiver of any rights and/or subsequent breach by such Party.

Drafting of this Contract: This Contract shall be construed without regard to the Party or Parties responsible for the preparation of the same and shall be deemed as prepared jointly by the Parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any Party hereto.

Governing Law and Venue Selection: This Contract shall be governed by, construed under, and otherwise enforced under the laws of the State of Ohio. Any action or proceeding brought by any Party against any other Party arising out of or related to this Contract shall be brought only in the Court of Common Pleas of Medina County, Ohio. The parties hereby consent to personal jurisdiction of such court and agree that venue is proper exclusively in this court.

Prevailing Party: In addition to any other remedies to which a prevailing party may be entitled for breach of any term of this Contract, the Parties agree that the prevailing party will also be entitled to recover reasonable attorneys' fees and costs associated therewith from the non-prevailing Party or Parties.

Severability: Should any provision of this Contract be declared or determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal, invalid, unenforceable part, term, or provision shall be deemed not part of this Contract.

Entire Agreement: This Contract sets forth the entire agreement between the Parties hereto, unless later amended in writing, and fully supersedes any and all prior discussions, agreements, or understandings between the Parties and their representatives.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below their respective signatures.

**MESA GRANDE PROPERTY
OWNERS' ASSOCIATION:**
An Ohio Corporation For Non-Profit.

By: _____

Print Name: _____

Title: _____

Date: _____

RENTER:

By: _____

Print Name: _____

Date: _____