

Picnic Shelter Reservation Contract

City of Groveport
Recreation Department
7370 Groveport Rd.
Groveport, OH 43125
(614) 836-1000 Office
(614) 836-2999 Fax

This document will not be considered unless ALL fields are complete. Please print clearly.

Name of Group: _____ Today's Date: _____

Name of User: _____
(First) (Last) (Middle Initial)

Home Address: _____
(Street)

_____ (City) (State) (Zip)

Home Phone: (____) _____ Work Phone: (____) _____

Cell Phone: (____) _____ Fax Phone: (____) _____

Email Address: _____

Date of Event: _____ Time _____ a.m./p.m. _____ a.m./p.m. include any set-up and
Arrival Depart clean-up time.

Purpose of Shelter Rental: _____ Number of Guests Expected: _____

PICNIC SHELTER REQUESTED (To see additional park amenities, visit www.groveportrec.com):

- Blacklick Park 12 parking spaces, 10 picnic tables, portable restroom (April - Oct.).
* Reservations may not be made any sooner than 6-months in advance of the requested date.
- Degenhart Park 15 parking spaces, 10 picnic tables, permanent restroom (April - Oct.); portable
restroom (Nov. - April).
* Reservations may not be made any sooner than 6-months in advance of the requested date.
- Heritage Park 50 parking spaces in Heritage Park, 6 picnic tables, portable restroom (12 mo.).
(includes Log Cabin) * Due to City of Groveport sponsored programming, reservations may not be made any sooner than
3-months in advance of the requested date.
* **Security/Damage Deposit of \$100 required and Deposit Verification Form must be filled out.**

PICNIC SHELTER RESERVATION FEES:

- City of Groveport Resident (Free) Non-Resident (\$50 per occurrence)

TERMS & CONDITIONS:

1. USER - User must be a legal entity or (18) years of age or older. User shall be held legally and financially responsible for the conduct of all group members and shall remain on site during the shelter rental. User agrees to use the shelter in a safe and careful manner and shall comply with all federal, state and local laws and any rules and regulations set forth by City of Groveport (COG). User cannot sublease this rental. Park rules can be viewed at www.groveportrec.com.
2. PROOF OF CITY RESIDENCY - In order to receive a FREE rental, a resident is required to provide a valid Ohio Driver License or State I.D. Card accompanied by a Water/Utility Bill or tax bill. COG will verify residency status through Franklin County Auditor's website. Corporate residents (those working inside the corp. limits of the City of Groveport) are required to provide a recent pay stub showing the person's name and business address.
3. DISCLAIMER - All picnic shelter rentals are subject to the terms, conditions and rules set forth by COG. As specifically set forth in the Terms and Conditions, COG shall hereby let to User and User shall hereby lease from the COG the use of the agreed upon picnic shelter, on specified date and time. The COG assumes no responsibility for the manner in which the User utilizes the facility. Any activities taking part during the time period covered by this agreement shall be under the sole direct supervision and control of the User or its designated officers, agents, employees, members, guests, patrons or employees. COG assumes no responsibility for the manner in which activities are conducted. However, COG may cease activities for any just cause, especially if there is potential for injury to the general public or damage to the facility.
4. RESERVATIONS - Reservations are to be made on a first-come first-served basis. No more than two reservations may be scheduled per week, unless other arrangements have been made with COG or if the reservation is for a City sponsored event or program.
5. PAYMENT - Full payment is due at the time of the reservation. Checks should be made payable to the "City of Groveport".
6. OCCUPYING - The picnic shelter may not be occupied until the stated time on this Contract. The picnic shelter must also be vacated at the indicated time on this Contract. Please schedule time for set up and clean up, if necessary. This reservation **only** gives User the sole right to utilize the picnic shelter during the time stated. **All other areas in the park are open and available to the general public.**
7. CONDITION OF PICNIC SHELTER - COG attempts to maintain the picnic shelters on a regular basis. However, COG does not inspect the shelters prior to every use and makes no claim that the picnic shelter will be in a condition suitable to each User. In

addition, since the picnic tables are not secured to the shelter, the COG cannot guarantee that the picnic tables will be located inside the confines of the picnic shelter.

8. **ADDITIONAL CHARGES** - Based on the time and size of the rental, COG may require additional staff to be scheduled. User will be charged according to rates established by COG. At the discretion of COG, User may be required to pay COG provided Special Duty Police Officers at the hourly rate established by the Groveport Police Department for additional security. User is financially responsible for any damages to the shelter and related items (i.e., picnic tables, grills, etc.) during the rental.
9. **DISMISSAL** - COG reserves the right to dismiss any participant from the facility for criminal and/or unruly conduct or failure to observe rules & regulations.
10. **INHERENT RISKS** - User and User's participants shall assume all inherent risks.
11. **LIABILITY** - User agrees to indemnify and hold COG harmless from and shall reimburse it for, any and all losses, costs and expenses arising out of any liability, or claim of liability for injury or damages to persons or property sustained by anyone, by reason of User's utilization or occupation of the facility under this Contract, or by any act or omission of User or any of its officers, agents, employees, members, guests, patrons, or invitees and User shall pay any and all damages to the property of COG or for loss or theft of such property, done or caused by such persons.
12. **INSPECTION** - User is responsible for inspecting the facility before its use and is responsible for making its participants aware of any existing hazards.
13. **GRILLS** - User may use permanent grills located at the picnic shelter. User may also bring their personal grill to use provided that it is not used under a picnic shelter. Please ensure that all coals have cooled before leaving the park.
14. **BANNED SUBSTANCES** - User agrees that no alcoholic beverages, drugs, or other banned substances of any kind will be used in or on the premises. User understands that any violation of this rule shall give the COG the right to terminate this Contract without penalty to the COG and permanently bar User from or any member or guest of the User from the premises.
15. **ADDITIONAL CLEAN UP** - User will clean up all debris and will dispose of in trash receptacle. User may be charged for any excessive clean-up necessary due to User's rental of the picnic shelter.
16. **LOST OR STOLEN ARTICLES** - COG assumes no responsibility whatsoever, for any lost or stolen property.
17. **PARKING** - Parking is only permitted in designated parking spaces. Persons found violating this policy may be ticketed or towed at owner's expense. In addition, please be courteous to homes neighboring the park. Do not park on their private property.
18. **RIGHT TO CONTROL** - It is understood that COG reserves the right to control and manage the premises and to enforce all necessary and proper rules for the management and operation of the premises. COG employees or other authorized representatives may enter and exercise their authority at the premises at any time. COG also reserves the right, but not the duty, through its employees and representatives to eject any objectionable person or persons from the premises. User hereby waives any and all claims for damages against COG or any of its representatives resulting from the exercise of this authority.
19. **CANCELLATION BY COG** - COG reserves the right to cancel any scheduled rentals for any reason. In the event of such cancellation, a mutually satisfactory time and date will be substituted for the canceled time if possible. Furthermore, COG is not responsible for any consequential damages related to the cancellation of the contracted date or time.
20. **CANCELLATION BY USER** - User must give the COG at least a 48-hour notice in order to cancel a reservation. All cancellations will be communicated through the Clerk or Customer Service Coordinator. Failure to cancel will result in loss of any refund. Cancellations will not be considered for inclement weather on the day of the rental.
21. **AMENDMENTS** - This Contract cannot be modified in any way except by a written document signed by both parties.
22. **GOVERNING LAW** - This agreement shall be governed by the laws of the State of Ohio both as to interpretation and performance.
23. **SEVERABILITY** - If any provision of this Contract is determined to be unenforceable or invalid, the remaining provisions of this Contract shall not be affected thereby and shall remain in full force and effect.
24. **FORCE MAJEURE** - Neither party shall be liable for any damages, resulting from the elements, acts of God, or any other cause beyond the reasonable control of the parties.
25. **SPECIAL CIRCUMSTANCES** - VOG retains the right to change picnic shelter assignments based on scheduling conflicts and/or any other conflicts.
26. **DISPLAY OF CONTRACT** - This signed Contract must be in User's possession and must be displayed at the request of a Groveport Police Officer or authorized City representative.
27. **ENTIRE AGREEMENT** - This document constitutes the entire Contract between the parties and supersedes all previous communications, representations, understandings whether oral or written, between the parties.

I hereby acknowledge that I have read and fully understand the above terms & conditions and have received a copy of the park rules. I understand that this contract is public record and is subject to disclosure pursuant to a public records request.

User:

City of Groveport:

By: _____
Authorized User Date

By: _____
Customer Service Coordinator or designee Date

By: _____
Recreation Director Date
** Not valid unless signed by Director or designee*

FOR STAFF USE ONLY:

Applicant is a:

City Resident Corp. Res. Non-Resident

Residency Verification:

Driver Lic. Utility Bill FCty. Auditor Pay Stub

Identity Verification:

Driver Lic. State I.D.

Total Rental Amount:

\$ _____ Method: Cash Credit Card **NO CHECKS**

Staff Processing Reservation:

_____ Date: _____

City of Groveport

Exhibit A; Ord. No. 2016-024

