

CONTRACT AGREEMENT

between

Barnesville Hutton Memorial Library

AND

This **Rental Agreement** ("Agreement") is entered into on this _____ day of _____, 20____ by and between **Barnesville Hutton Memorial Library**, a public library located at 308 East Main Street, Barnesville, Ohio 43713, hereinafter referred to as "Lessor," and _____, residing at _____ hereinafter referred to as "Renter." Collectively, the Lessor and Renter may be referred to as the "Parties."

RECITALS:

WHEREAS, the Lessor owns and operates the **Barnesville Library Annex** ("Premises"), and the Renter desires to rent the Premises for a single-day event; NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows:

1. RENTAL TERMS AND CONDITIONS

1.1 Premises Rental

The Lessor agrees to rent to the Renter the use of the Premises for a single-day rental period as described below, subject to the terms and conditions of this Agreement.

1.2 Rental Date and Time

The rental period shall be for one day, from 9:00 AM until 11:00 PM on _____ (“Rental Period”).

1.3 Rental Price

The rental fee for the Premises shall be **\$100.00** per day (“Rental Fee”).

1.4 Deposit

A **\$50.00 deposit** is required to secure the booking of the Premises. The deposit shall be paid at the time of signing this Agreement and will be refunded upon completion of the Rental Period, provided the Premises are returned in good condition as outlined in Section 4 of this Agreement.

2. RESERVATIONS

Cost:

- \$150.00 per single-day event
- \$250.00 for overnight events
- \$100.00 for funeral dinners

This amount includes the refundable down payment of \$50.00 that will be returned upon inspection of the premises and the key being returned.

Non-profit, educational, and community service organizations will be exempt from the fees. However, donations will be accepted.

In some cases (e.g. long-term usage), the decision regarding usage and fees will be made on a case-by-case basis.

3. DAMAGE AND RESPONSIBILITY

3.1 Renter's Responsibility for Damages

The Renter agrees to be fully responsible for any damage caused to the Premises or any of the Lessor's property during the Rental Period. This includes, but is not limited to, damages to carpet, walls, furniture (such as chairs and tables), electronic equipment, restrooms, sinks, plumbing, vacuums, or any other property of the Lessor, beyond ordinary wear and tear. The Renter shall reimburse the Lessor for any repair or replacement costs resulting from such damage.

3.2 Inspection and Liability

The Lessor shall have the right to inspect the Premises before and after the Rental Period. Any damages identified during such inspections shall be the responsibility of the Renter, and the Renter agrees to pay for repairs or replacement of any damaged items. Should any items be missing or damaged, the Lessor shall invoice the Renter for the cost of replacement or repair.

4. CANCELLATION AND REFUNDS

4.1 Cancellation by Renter

If the Renter wishes to cancel the rental, the Renter must notify the Lessor in writing at the earliest possible date in order to free the meeting area for other groups. The \$50.00 deposit will be forfeited to the Library if the rental is not canceled one week prior to the scheduled event.

5. USE OF PREMISES

5.1 Full Use of Facilities

The Renter shall have full use of the parking lot and interior facilities of the Premises for the duration of the Rental Period. This includes all areas typically available to the public, including but not limited to meeting rooms, restrooms, seating areas, and public hallways.

5.2 Supervision

An adult must be present at all times to supervise groups of young people under the age of 21.

5.3 Beverages

The Lessor requests that no red drinks be used in the building due to the red dyes that will stain the carpet.

5.4 Use of Food Truck / Trailer

Upon approval by the Lessor and payment of an additional fee of \$100.00, the Renter may bring a food truck or trailer ("Food Truck") to park in the Premises' parking lot. The Food Truck shall be operated solely during the Rental Period and shall be open to the public unless authorized otherwise by the Lessor.

5.5 Food Truck Rental Requirement

If the Renter intends to utilize a Food Truck, the Renter shall also be required to rent the Premises as set forth in this Agreement, paying the full Rental Fee and complying with all terms and conditions outlined herein.

5.6 Compliance with Laws

The Renter agrees to comply with all applicable laws, ordinances, regulations, and policies of the local, state, and federal authorities during the use of the Premises.

5.7 Food Truck Vendor Licensing

If a Food Truck is brought to the Premises, the Renter must ensure that the Food Truck and any associated vendors have all necessary licenses, permits, and insurance required to operate in accordance with applicable law. The Lessor shall not be held responsible for any legal violations by the Food Truck or its operators.

6. GOVERNING LAW

6.1 State Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any disputes arising from this Agreement shall be subject to the jurisdiction of the courts located within the State of Ohio.

7. ENTIRE AGREEMENT

7.1 Amendments

This Agreement constitutes the entire agreement between the Parties. Any modifications or amendments must be made in writing and signed by both Parties.

8. PROHIBITIONS

8.1 Alcohol and Drugs

The consumption, sale, or distribution of alcoholic beverages and illegal drugs are strictly prohibited on the Premises during the Rental Period. The Renter agrees to ensure that all attendees comply with this prohibition.

8.2 Smoking

Smoking, including the use of electronic cigarettes and vaporizers, is prohibited inside the Premises. The Renter agrees to enforce this rule and ensure that all smoking occurs only in designated outdoor areas, if available.

8.3 Loud Noise and Disturbances

The Renter shall not allow excessive noise, disruptions, or disturbances that could affect other library patrons or neighboring properties. This includes, but is not limited to, amplified music, loudspeakers, or shouting. The Lessor reserves the right to terminate the event early if excessive noise or disturbances occur.

8.4 Illegal Activities

The Renter agrees not to use the Premises for any illegal activities or conduct that violates local, state, or federal laws. Any violation of this provision will result in immediate termination of the event and possible legal action.

8.5 Pets and Animals

Except for service animals, pets or other animals are not permitted on the Premises during the Rental Period. The Renter agrees to ensure compliance with this prohibition.

8.6 Subletting or Assignment

The Renter shall not sublet, assign, or transfer this Agreement or any rights granted herein to any third party without the prior written consent of the Lessor.

8.7 Decoration and Alterations

The Renter shall not make any alterations to the Premises, including but not limited to, painting, nailing, taping, or otherwise affixing decorations or materials to the walls, floors, or ceilings without prior approval from the Lessor. The Renter is responsible for removing all decorations and materials at the end of the Rental Period.

8.8 Hazardous Materials

The Renter shall not bring or store any hazardous materials, chemicals, or flammable substances on the Premises. The Renter agrees to ensure that no hazardous materials are used or disposed of improperly during the Rental Period.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

Barnesville Hutton Memorial Library

By: _____

Name: _____

Title: _____

Date: _____

Renter

By: _____

Name: _____

Date: _____