



7370 Groveport Road • Groveport, OH 43125
614-836-1000 Office / 614-836-2999 Fax
www.groveportrec.com

DATE: 1-1-2010
TO: General Public
FROM: Groveport Parks & Recreation Department
RE: **LOG HOUSE RESERVATIONS**

The Log House at Heritage Park may be reserved. If you are interested in reserving the Log House, please contact Shannon Green (Clerk) or Jeff Card (Facilities Manager) at (614) 836-1000 for availability.

Once you have confirmed availability, please complete the "Log House Reservation Application, Contract & Permit" (see below document, which includes Park Rules), and return it to our office for processing.

| | | |
|-------|--------------------|-----------|
| FEES: | Groveport Resident | FREE |
| | All Others | \$50/hour |

New for 2010... Users will tender a \$100 security/damage deposit. For more information, please see #33 below.

In addition, due to Village related programming that takes place in the Log House, reservations may not be made any sooner than 3-months in advance of the requested date and no more than 1-reservation may be made per week, unless other arrangements have been made with VOG or if the reservation is for a Village sponsored event or program.

Thank you.

Log House Reservation Application, Contract & Permit

Village of Groveport
Parks & 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)

Driver License Number or State I.D. # (REQUIRED): _____

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 Rental: _____ Number of Guests Expected: _____
Occupancy limit is 20. This occupancy limit may not be exceeded.

LOG HOUSE RESERVATION FEES:

- | | | |
|--|---------------|---|
| <input type="checkbox"/> Village of Groveport Resident | Free | Security/Damage Deposit of \$100 required (see #33). |
| <input type="checkbox"/> Non-Resident | \$50 per hour | |

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 rental. User agrees to use the facility in a safe and careful manner and shall comply with all federal, state and local laws and any rules and regulations set forth by Village of Groveport (VOG). User cannot sublease this rental. Park rules can be viewed at www.groveportrec.com.
2. PROOF OF VILLAGE 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. VOG will verify residency status through Franklin County Auditor's website. Corporate residents (those working inside the corp. limits of the Village of Groveport) are required to provide a recent pay stub showing the person's name and business address.
3. DISCLAIMER - All rentals are subject to the terms, conditions and rules set forth by VOG. As specifically set forth in the Terms and Conditions, VOG shall hereby let to User and User shall hereby lease from the VOG the use of the agreed upon facility, on specified date and time. The VOG 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. VOG assumes no responsibility for the manner in which activities are conducted. However, VOG 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. Reservations may not be made any sooner than 3-months in advance of the requested date and no more than 1-reservation may be made per week, unless other arrangements have been made with VOG or if the reservation is for a Village sponsored event or program.
5. PAYMENT - Full payment is due at the time of the reservation. Checks should be made payable to the Village of Groveport.
6. KEY - User is responsible for picking up the key at the Groveport Recreation Center on the day of the event. User is also responsible for dropping off the key to the Groveport Recreation Center immediately after User's use of the facility. If the User's rental period exceeds the hours of the Groveport Recreation Center, User will return the key to the Groveport Recreation Center by 9:00 a.m. on the following day. Keys may not be duplicated. In the event that User loses the key, User shall be responsible for all costs associated with the changing of the locks at the facility.
7. OCCUPYING - The facility may not be occupied until the stated time on this Contract. The facility 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 facility during the time stated. User may not access the second floor or Nature Center portion of the facility. **All other areas in the park are open and available to the general public.**
8. CURFEW / OVER NIGHT USE - User must vacate the building by 9:00 p.m. Over night rentals will be considered on a case by case basis.
9. CONDITION OF LOG HOUSE: - VOG attempts to maintain the log house on a regular basis. The VOG makes no claim that the log house will be in a condition suitable to each User.
10. ADDITIONAL CHARGES - Based on the time and size of the rental, VOG may require additional staff to be scheduled. User will be charged according to rates established by VOG. At the discretion of VOG, User may be required to pay VOG provided Special Duty Police Officers at the hourly rate established by the Groveport Police Department for additional security.
11. DISMISSAL - VOG reserves the right to dismiss any participant from the facility for criminal and/or unruly conduct or failure to observe rules & regulations.

12. INHERENT RISKS - User and User's participants shall assume all inherent risks.
13. YOUTH & TEEN ACTIVITIES – User shall provide at least 1 responsible adult (that intends to supervise the children and facility) for every 10 youth/teens.
14. LIABILITY - User agrees to indemnify and hold VOG 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 VOG or for loss or theft of such property, done or caused by such persons.
15. INSPECTION - User is responsible for inspecting the facility before its use and is responsible for making its participants aware of any existing hazards.
16. SET UP - User is responsible for set-up of the facility. User is responsible for returning the facility to its original set-up prior to leaving. Tables and chairs may not be removed from the facility.
17. DECORATIONS - Adhesive materials may not be applied to painted surfaces. Nails, thumb tacks, staples may not be used to secure any of User's decorations.
18. FIRES/LIT CANDLES - User agrees that fires (including lit candles) may not take place inside the facility, unless granted in writing from the Village Administrator.
19. BANNED SUBSTANCES - User agrees that no tobacco, alcoholic beverages, drugs, or other banned substances of any kind will be used in or on the premises. In addition, red or blue beverages, pets and glitter may not be brought into the facility. User understands that any violation of this rule shall give the VOG the right to terminate this Contract without penalty to the VOG and permanently bar User from or any member or guest of the User from the premises.
20. CLEAN UP - User will clean up all debris and will dispose of in trash receptacle. User shall place trash in large trash bin (located outside of the log house). User may be charged for any excessive clean-up necessary.
21. ALTERING OF TEMPERATURE SETTINGS - User agrees not to alter temperature settings.
22. FACILITY RULES & REGULATIONS - User agrees to abide by all facility rules and regulations.
23. LOST OR STOLEN ARTICLES - VOG assumes no responsibility whatsoever, for any lost or stolen property.
24. RIGHT TO CONTROL - It is understood that VOG 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. VOG employees or other authorized representatives may enter and exercise their authority at the premises at any time. VOG 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 VOG or any of its representatives resulting from the exercise of this authority.
25. CANCELLATION BY VOG - VOG 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, VOG is not responsible for any consequential damages related to the cancellation of the contracted date or time.
26. CANCELLATION BY USER - User must give the VOG at least a 48-hour notice in order to cancel a reservation. \$5 processing fee will be applied to all refunds. All cancellations will be communicated through the Clerk or Facility Manager. Failure to cancel will result in loss of any refund. Cancellations will not be considered for inclement weather on the day of the rental.
27. AMENDMENTS - This Contract cannot be modified in any way except by a written document signed by both parties.
28. GOVERNING LAW - This agreement shall be governed by the laws of the State of Ohio both as to interpretation and performance.
29. 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.
30. 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.
31. 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 Village representative.
32. 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.
33. SECURITY/DAMAGE DEPOSIT - User agrees to pay for any and all damages to the facilities caused by the User or members of User's group. User is required to tender a \$100 security/damage deposit, payable in the form of check or credit card (no exceptions). User understands that charges may exceed the required security/damage deposit based on the severity of the damage. If that is the case, User will be billed for said damages. Said security deposit/damage deposit will be returned within 48 hours provided that there are no damages to the facilities.

SECURITY/DAMAGE DEPOSIT VERIFICATION – Please place a "X" in selected box.

Check No. _____ I hereby authorize the Village of Groveport to deposit said \$100 check for any and all damages.

_____ User's Initials

Credit Card I hereby authorize the Village of Groveport to charge the below credit card, a maximum of \$100 for any and all damages.

CREDIT CARD ACCOUNT (CIRCLE ONE): VISA MASTERCARD

Card #: _____ - _____ - _____ - _____ Expiration Date: _____

Printed Name of Card Holder: _____

Signature of Card Holder: _____ Date: _____

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:

Village of Groveport

By: _____
Authorized User Date

By: _____
Parks & Rec. Dept. Representative Date

By: _____
Village Administrator Date
** Not valid unless signed by Village Administrator*

FOR STAFF USE ONLY:

Applicant is a:

Village of Groveport Resident Non-Resident

Residency Verification:

Driver Lic. Water/Utility Bill Pay Stub

Total Rental Amount:

\$ _____

Method of Payment:

Cash Credit Card Check

Staff Processing Reservation:

_____ Date: _____



**Addendum to
Log House Reservation Application, Contract & Permit
Key Sign Out / Sign In Log**

By signing below, User acknowledges that he/she has a signed contract on file with the Village of Groveport to use the Log House and has received a key to the Log House. As noted under Terms and Conditions (#6)...

6. KEY - User is responsible for picking up the key at the Groveport Recreation Center on the day of the event. User is also responsible for dropping the off the key to the Groveport Recreation Center immediately after User's use of the facility. If the User's rental period exceeds the hours of the Groveport Recreation Center, User will return the key to the Groveport Recreation Center by 9:00 a.m. on the following day. Keys may not be duplicated. In the event that User loses the key, User shall be responsible for all costs associated with the changing of the locks at the facility.

User's Printed Name: _____

User's Signature: _____ Date: _____

* * * * *

FOR OFFICE USE ONLY:

Key Sign Out Time: _____ a.m. / p.m. (please circle)

Staff I.D. Verification: _____ Date: _____

Key Sign In Time: _____ a.m. / p.m. (please circle)

Staff I.D. Verification: _____ Date: _____

* My signature above signifies that I have checked the User's I.D. and it matches the name on the Log House Reservation Application, Contract & Permit and it also verifies the time the User signed-out and/or signed-in the key.

Village of Groveport
Parks & Recreation Department
Ordinance No. 2009-028, Section 941.03

PARK RULES

- Parks are open from dawn to dusk, unless noted below:
 - Degenhart Park** - open from dawn until 10:00 p.m. during Eastern Daylight Savings Time and until dusk during Eastern Standard Time unless a special event is taking place and a later closing time is authorized and posted by the Village Administrator.
 - Veteran's Park** - open twenty-four hours per day if lighted.
 - Heritage Park** - open from dawn until dusk, unless a special event is taking place and a later closing time is authorized and posted by the Village Administrator.
- Unauthorized motor vehicles (including but not limited to cars, trucks, motorcycles, mopeds, golf carts and motorized scooters) are prohibited. Persons with disabilities are permitted to use a motorized wheelchair or similar means for transportation.
- Only leashed pets are permitted (6 ft. leash max).
- Pet owners are required to remove of and dispose of their pet's waste.
- Overnight parking, camping and golfing are prohibited unless approved by Village Administrator.
- Use of firearms, fireworks, BB guns, archery equipment, sling shots and paint guns are prohibited.
- A permit is required for athletic activities not affiliated with the Groveport Parks & Recreation Department.
- Illegal and inappropriate conduct will not be tolerated.
- Amplified sound shall not interfere with other visitors, with the exception of Village sponsored or permitted events.
- Dispose of litter in receptacle.
- Feeding of wildlife is prohibited.
- Any aircraft (including model-type), airships, hot-air balloons, ultra-lights and hand gliders may not ascend or descend in a park except in emergency or with the prior written consent of Village Administrator.
- No person shall conduct, sponsor or promote a special event, concert, theater, athletic event/lesson or other public activity in a park without prior written consent of Village Administrator.
- All local, state & federal laws & ordinances apply.

POND RULES

- Boating, swimming, ice fishing, ice skating and walking on ice is prohibited, unless approved by Village Administrator.
- Persons 16 years of age and older must catch and release fish, except during two-week period of scheduled fish releases/stocking.
- Any bass or catfish under 16 inches in length must be released.
- Hunting or collecting of frogs, turtles, birds or other animals on park property is prohibited, unless otherwise authorized by State law.
- Seining (casting of fish nets for purpose of catching fish) is prohibited.
- Boating and operation of gas powered model boats is prohibited.
- All other state and federal wildlife statutes shall be applicable.

LEISURE PATH RULES

General:

- All Village Codes and State Ordinances will be enforced.
- Unauthorized motor vehicles (including but not limited to cars, trucks, motorcycles, mopeds, golf carts and motorized scooters) are prohibited. Persons with disabilities are permitted to use a motorized wheelchair or similar means for transportation.
- 15 mph speed limit.
- Keep right, pass on left.
- Give an audible signal when passing.
- Yield when entering and crossing path.
- Be courteous and predictable.
- Do not block the path.
- Pets must be walked off the path on a 6 ft. leash max.

Pedestrians and Runners:

- Watch for other path users and listen for audible signals.
- Allow faster runners to pass safely.

Cyclists and Skaters:

- Maintain safe speed and yield right of way to pedestrians.
- Slow down in congested areas or reduced visibility conditions.
- Ride single file.