



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

Kyle Lund
Director of Parks & Recreation

DATE: 5-14-09

Cathy Kirkwood
Administrative Assistant

TO: General Public

James Berry
Aquatics Manager

FROM: Kyle Lund, *Director of Parks & Recreation*

Jeff Card
Facilities Manager

RE: Picnic Shelter Reservations

Stephania Peyton
Sports/Fitness Manager

The Parks & Recreation Department is responsible for the reservation of picnic shelter at Blacklick and Degenhart Parks.

Tara Palm
Recreation Coordinator

After you have completed the "Picnic Shelter Reservation Application, Contract & Permit" (see below 2-page document), please see one of our staff members at the front desk of the Groveport Recreation Center (7370 Groveport Rd.) for processing.

Shannon Green
Clerk

SPECIAL NOTE: If you would like to reserve either of the two shelters at Heritage Park, please contact the Community Affairs Department at Town Hall (614-836-3333). The Community Affairs Department also processes reservations for the log house and stage at Heritage Park.

Deb Scholl-Saulnier
Senior Citizens Coordinator

Mark DiGiando
Park Superintendent

Thank you.

Picnic Shelter 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. #: _____

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.
(From) (To)

Purpose of Facility 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

___ Degenhart Park..... 15 parking spaces, 10 picnic tables, permanent restroom
tentatively open mid April – mid October.

PICNIC SHELTER RESERVATION FEES:

<u>Classification</u>	<u>Rates</u>
<input type="checkbox"/> Resident	Free
<input type="checkbox"/> Non-Resident	Free (at present time)

STAFF: Please verify residency status (Franklin County Auditor's website). Information will be used for statistical purposes only at the present time.

Terms and Conditions:

1. USER - User must be a legal entity or (18) years of age or older. User shall be held responsible for the conduct of all group members and shall remain on site during the shelter 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. DISCLAIMER - All picnic shelter 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 picnic shelter, 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.

3. RESERVATIONS - Reservations are to be made on a first-come first-served basis. Reservations may not be made any sooner than six months in advance of the requested date and no more than two reservations 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.
4. 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.**
5. CONDITION OF PICNIC SHELTER - VOG attempts to maintain the picnic shelters on a regular basis. However, VOG 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 VOG cannot guarantee that the picnic tables will be located inside the confines of the picnic shelter.
6. 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.
7. DISMISSAL - VOG reserves the right to dismiss any participant from the facility for criminal and/or unruly conduct or failure to observe rules & regulations.
8. INHERENT RISKS - User and User's participants shall assume all inherent risks.
9. 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.
10. INSPECTION - User is responsible for inspecting the facility before its use and is responsible for making its participants aware of any existing hazards.
11. 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.
12. 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 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.
13. 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.
14. FACILITY RULES & REGULATIONS - User agrees to abide by all facility rules and regulations.
15. LOST OR STOLEN ARTICLES - VOG assumes no responsibility whatsoever, for any lost or stolen property.
16. 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 and User hereby waives any and all claims for damages against VOG or any of its representatives resulting from the exercise of this authority.
17. 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 time.
18. CANCELLATION BY USER - User is responsible for contacting the VOG if User cancels the reservation.
19. AMENDMENTS - This Contract cannot be modified in any way except by a written document signed by both parties.
20. GOVERNING LAW - This agreement shall be governed by the laws of the State of Ohio both as to interpretation and performance.
21. 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.
22. 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.
23. SPECIAL CIRCUMSTANCES - VOG retains the right to change picnic shelter assignments based on scheduling conflicts and/or any other conflicts.
24. 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.
25. 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 and conditions.



Village of Groveport:

By: _____
Parks & Recreation Dept. Representative Date

By: _____
Village Administrator Date

User:

By: _____
Authorized User Date



Not valid unless signed by Village Administrator.

Staff Processing: _____ Date: _____

CC: ___ Police ___ Public Works ___ Parks