



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: **TENNIS COURT RESERVATIONS**

If you are interested in reserving a tennis court, please contact Tara Palm (Recreation Coordinator) at 614-836-1000 ext. 225 for availability.

Once you have confirmed availability, please complete the "Tennis Court Reservation Application, Contract & Permit" (see below 3-page document, including Park Rules), and return it to our office for processing.

New for 2010... Non-residents will pay \$10 per hour/court. Residents must provide proof of residency in order to reserve a tennis court at no cost (see #2).

Reservations may not be made any sooner than 3-months in advance of the requested date and no more than 2-reservations may be made per week, unless other arrangements have been made with the Village of Groveport.

Thank you.

Tennis Court 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: _____

TENNIS COURT(S) REQUESTED (All tennis courts are located at Degenhart Park):
____ #1 (Left) ____ #2 (Center) ____ #3 (Right)

TENNIS COURT RESERVATION FEES:

<u>Classification</u>	<u>Rates</u>
<input type="checkbox"/> Resident	Free
<input type="checkbox"/> Non-Resident	\$10/per hour per court

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 tennis court(s) 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 stud showing the person's name and business address.
3. DISCLAIMER - All tennis court 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 tennis court(s) , 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 2-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.
5. OCCUPYING - Tennis court(s) may not be occupied until the stated time on this Contract. The tennis court(s) must also be vacated at the indicated time on this Contract. This reservation **only** gives User the sole right to utilize the tennis court(s) during the time stated. **All other areas in the park are open and available to the general public.**
6. PRIVATE/GROUP LESSONS - Private/Group lessons are **not** permitted on the tennis courts without the written consent of the Director of Parks & Recreation or Village Administrator.
7. CONDITION OF TENNIS COURT(S) - VOG attempts to maintain the tennis courts on a regular basis. However, VOG does not inspect the tennis courts prior to every use and makes no claim that the tennis courts will be in a condition suitable to each User.

- 8. 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.
- 9. DISMISSAL - VOG 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 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.
- 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. 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.
- 14. 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 tennis court(s).
- 15. FACILITY RULES & REGULATIONS - User agrees to abide by all facility rules and regulations.
- 16. LOST OR STOLEN ARTICLES - VOG assumes no responsibility whatsoever, for any lost or stolen property.
- 17. 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.
- 18. 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.
- 19. CANCELLATION BY USER - User is responsible for contacting the VOG if User cancels the reservation.
- 20. PARKING - Buses are not permitted to park in the parking lot or on any neighboring side street.
- 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 tennis court(s) 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 Village 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. I understand that this contract is public record and is subject to disclosure pursuant to a public records request.

Village of Groveport:

By: _____ Date _____
Parks & Recreation Dept. Representative

By: _____ Date _____
Village Administrator

User:

By: _____ Date _____
Authorized User

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: _____



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.