

BENHAM'S GROVE – CITY OF CENTERVILLE

FACILITY LICENSE AGREEMENT

This agreement is made and entered into this _____ day of _____ **2022/2023** by and between the City of Centerville, Ohio, hereinafter called Licensor, and the League, Club, Team or Party shown below, hereinafter called Licensee in consideration of the promises and payments described.

Name 1	_____
Contact #	_____
Email:	_____
Name 2	_____
Email:	_____
Staff Initials and Date	_____

1. **GRANT OF LICENSE:** The City hereby grants Licensee a license to use the following identified structure and/or areas (the facility) on the time(s) and date(s) in paragraph 4 below, for recreation and/or social activities, subject to all terms and conditions of this license agreement. This agreement covers the use of the _____ only.
2. **EVENT CHARGES:** The charges to be paid by the licensee are as set forth in this agreement and subject to annual increase. In addition, the Licensee is to pay the security deposit described below and is to comply with all terms and conditions of this agreement. Weekend rates apply to holidays observed by the City of Centerville. The final event payment is due not less than thirty (30) days before the event in the form of cash, check, Visa, MasterCard or American Express. Failure of the Licensee to make this payment when due constitutes a breach of this agreement.
3. **SECURITY DEPOSIT:** A date is considered confirmed at the time this agreement is signed and the Licensee pays a \$300/\$500 security deposit to Benham's Grove. This deposit shall secure the promise of Licensor to leave the facility in good condition as required in Paragraph 6, Covenants of Licensee, and for performance of other terms and conditions of this agreement. The balance of the security deposit will be returned within 20 business days after the event date. **The security deposit may not be used by the Licensee as payment of the event charge.**
4. **RENTAL PERIOD:** Under this agreement the Licensee shall have the right to use the facility on the ____ day of _____ **2022/2023** between the hours of **TBD** and **TBD** **for the set-up, event and event clean-up.** (This does not include one additional hour that may be used for a **scheduled** wedding rehearsal.)
Type of Event _____ Number of Participants _____ Number of Participants may not exceed ____.
5. **COVENANTS OF THE CITY:** To permit the Licensee peaceably and quietly to have, hold and enjoy use of the facility for the purposes and for the term herein specified, subject to the provisions of this agreement.
6. **COVENANTS OF LICENSEE:**
 - A. That the City shall not be liable for loss, exchange or theft of or damage to personal property of the Licensee, its agents and guests.
 - B. To pay to the City on demand any sum which may be due to Benham's Grove for additional service, accommodations, or material furnished or loaned by Benham's Grove for additional service, accommodation, or material furnished or loaned by Benham's Grove.
 - C. To be responsible for all damage to the facility resulting from its use under the license; to pay to Benham's Grove upon demand such sum as shall be necessary to restore the facility to its present condition if damaged as a result of use under this license agreement; and to quit and surrender the facility at the end of the term in the same condition as it was when the license term commenced.
 - D. To comply with all laws of the United States and of the State of Ohio; also to comply with all ordinances, rules, policies, regulations and requirements of Benham's Grove and the City, all of which are available for Licensee's review at the City of Centerville's administrative office, 100 West Spring Valley Road, Centerville, Ohio, 45458 and online at www.centervilleohio.gov.
 - E. To comply with Benham's Grove rules and renters' responsibilities; copy of which is incorporated into this agreement.

7. BREACH BY LICENSEE; REFUNDS: Failure of the Licensee to make payment or to perform in accordance with the terms of this agreement shall cancel Licensee's right to use the facility under this agreement, without necessity of notice from Benham's Grove to the Licensee. Benham's Grove may retain the event charge as partial compensation for losses incurred by it due to Licensee's breach, and Benham's Grove may also retain such portion of the security deposit as may be needed to pay third party contractors, to cover event charges in case of cancellation by licensee, or to cover time and materials furnished by Benham's Grove in repairing any damage which is the responsibility of the Licensee under this agreement. Benham's Grove may also seek further payment from Licensee to compensate it for any damage or breach by Licensee. No refunds or rebates shall be due from Benham's Grove, except as provided in Paragraphs 8, 9, 10 of this agreement.

8. CANCELLATION BY LICENSEE:

- A. If the Licensee cancels the event and gives Benham's Grove written notice of that fact at least 180 days prior to the event date, any paid rental fees shall be refunded. **Benham's Grove shall be entitled to retain the security deposit as liquidated damages.**
- B. If notification is received less than 180 days but more than 90 days prior to event date, Benham's Grove shall be entitled to a cancellation fee of the greater of half of the event charge or the security deposit amount. The lesser amount will be refunded. The security deposit may be applied to any remaining balance of the cancellation fee if needed.
- C. If the Licensee cancels the event and gives Benham's Grove written notice less than 90 days prior to event date, Benham's Grove shall be entitled to a cancellation fee of the total event charge and the security deposit will be refunded. The security deposit may be applied to any remaining balances of the cancellation fee. This applies to all events scheduled less than 90 days prior to the event date.
- D. Cancellation of a rescheduled event date is covered in Paragraph 9 of this agreement.

9. RESCHEDULING EVENT DATE BY LICENSEE: If the Licensee reschedules the event, Benham's Grove may carry over the security deposit and balance to the new event date. The new event shall take place within one year of the original event date. Benham's Grove is not responsible for date and facility availability. If the Licensee changes any details from the original agreement, Benham's Grove is entitled to the difference in event charges as liquidated damages. A Licensee may only reschedule an event once. If the new event date is cancelled, Benham's Grove shall be entitled to a cancellation fee of the total charge and the security deposit will be refunded. The security deposit may be applied to any remaining balances of the cancellation fee.

10. INABILITY OF PERFORMANCE BY LICENSOR: Benham's Grove shall not be responsible or liable for failure to provide the licensee with the scheduled date(s) and time(s) if due to reasonably unforeseeable causes beyond the reasonable control and without the fault or negligence of Benham's Grove or the City. If such failure is caused by fault or negligence of Benham's Grove or the City, however, Licensee has the option of demanding (and Benham's Grove liability shall be limited to providing):

- A. A refund of the event charge and security deposit paid under this agreement; or
- B. If possible, a rescheduling of time equivalent to that which was lost, the event charge, and security deposit other obligations to be identical to this agreement.

11. RELEASE AND INDEMNITY AGREEMENT: As additional consideration for the grant to this license by Benham's Grove the Licensee hereby releases (and agrees to indemnify, defend and hold harmless) Benham's Grove and the City and its officials, employees, volunteers and agents (collectively called the "City" for purposes of this paragraph) from any and all liability, claims, actions, demands and judgments for loss of life, or damage or injury to person or property, including but not limited to attorneys' fees and all other expenses, arising from or in connection with the use of the facility under this license agreement, except as may result from the gross negligence or willful act of Benham's Grove.

12. MISCELLANEOUS: The validity and construction of this license shall be governed by the laws of the State of

Ohio. This agreement constitutes the entire understanding between the parties and supersedes all prior oral or written agreements. Neither this agreement nor the right to use the facility may be assigned or transferred in whole or in part by the Licensee.

13. PAYMENT SCHEDULE

A. \$300/\$500 SECURITY DEPOSIT IS DUE WITH RECEIPT OF CONTRACT (SECURITY DEPOSIT IS NOT PART OF PAYMENT).

Deposit with Contract Check/Cash/Visa/MC/AE Date rec'd: _____ Staff: _____ \$ _____

B. _____ Hours (including setup) _____ (applicable discount*) special rate _____ \$ _____

C. _____ Additional Hours \$ _____ \$ _____ \$ _____

D. Brick Plaza Tent Fee (if applicable) \$ _____ \$ _____

F. Additional Charges (Rental Chairs setup, BG rental items, etc.) \$ _____ \$ _____ \$ _____

G. EVENT TOTAL \$ _____

If total fees and/or payments change after agreement is signed and dated, both parties must initial and date all changes.

H. Six month Payment Due By: _____ Amount: \$ _____

Check/Cash/Visa/MC/AE: _____ Date rec'd: _____ Staff: _____

Three month Payment Due By _____ Amount: \$ _____

Check/Cash/Visa/MC/AE: _____ Date rec'd: _____ Staff: _____

Additional payments: _____

PLEASE PRINT

Name of Licensee/Organization Daytime/Evening/Cell Phone Numbers Email address

Licensee's Street Address City State Zip Code

Mailing Address (if different from above)

Deposit refund mailing address (if different from licensee's street address above)

Signature of Licensee Date

City of Centerville Signature Date

RESIDENCY GUARANTOR

The undersigned represents that they either live or work in the City of Centerville. In order to allow the residency discount, the undersigned, as guarantor, agrees to the same liabilities and obligations under this Agreement as those of the Licensee.

Signature of Guarantor Address Date

Approved as to form and for use in year 2021

By: Scott A. Liberman, Municipal Attorney, dated 3/3/2021