



## BENHAM'S GROVE RULES AND RENTERS' RESPONSIBILITIES

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I agree to abide by all Benham's Grove and the City of Centerville rules, regulations and ordinances. I agree to take full responsibility for my actions, the actions of my guests, agents and invitees, and the actions of my vendors.

**FACILITIES:** Benham's Grove facilities and grounds are rented based on the number of guests Client/Renter anticipates attending the function. Determination for use of one or more of the facilities or entire complex is established by one or more of the following: the maximum occupancies for each of the facilities, type of event, date of event and/or Benham's Grove policy. The facilities within Benham's Grove – The Gerber House, The Barn and The Cottage – are restored historic buildings and may not be suitable for certain events. Benham's Grove staff will assist clients in choosing an appropriate venue for their event and make Client aware of any known aspect of the facility that might cause a distraction or discomfort during their event. However, Benham's Grove shall not be held responsible or liable for any causes beyond the reasonable control and without fault or gross negligence of Benham's Grove that may interfere with an event. In addition, some areas of Benham's Grove may not be accessible to persons with disabilities such as the second floor of the Gerber House and the Barn loft. Handicapped ramp is available upon request for the Gerber House south patio. By signing this form, Client/Renter has acknowledged this fact, and has made Client's guest arrangements, including Client final guest list, in accordance with this fact.

**BRICK PLAZA TENT:** The Brick Plaza Tent is available from Benham's Grove April 1 through October 31 (for an additional fee) to Clients who rent the entire Complex only. The 40'x80' tent will accommodate up to 200 people and includes tent sides with cathedral windows, lights, tables and chairs and additional trash and recyclable cans placed around the outside area. Use of tent sides must be determined at least 24 hours prior to event and sides may not be attached or removed during an event. In the event of rain, the brick plaza may be used for a ceremony only for an additional fee and must be determined at least 24 hours prior to event. Nothing can be affixed to the tent or poles without approval of Benham's Grove staff. **Benham's Grove cannot guarantee that outdoor tent/awnings will be absolutely waterproof.**

**SCHEDULED TIME:** Six consecutive hours is the allocated paid rental time. Benham's Grove is not responsible to assist clients, ensure safety or secure items for clients who arrive before their scheduled time. Set up and clean up must be accomplished **within** the paid time. Additional hours may be purchased if the extra time does not interfere with another event, staffing, etc. **If purchasing additional hours the day of the event, payment is required in cash or credit card only. The security deposit may not be used in lieu of the extra hour fee. Client may receive an additional two hours outside only to decorate at the discretion of the Benham's Grove staff.** No alcohol consumption will be permitted during this timeframe. All buildings will be locked and there will be no access to restrooms. If a function exceeds the time allotted, the client may be charged a full hour at the current rate, for any part of an hour that the client, guests, caterers, disc jockeys, et al. remain on premises beyond the departure time recorded on the Facility License Agreement.

**REHEARSAL TIME:** Benham's Grove will allow wedding parties to use the Gazebo only for a one-hour rehearsal at no charge. **This time must be scheduled in advance and is dependent upon the schedule of other paid events. (Full rentals are given priority, so rehearsal times are booked around those rentals and reservations are not guaranteed.)** Depending upon the time of the rehearsal, buildings may be locked (no restroom access) and staff may not be on the property. Should the rehearsal time be scheduled during the workday or at a time when an event is in progress, we ask that the rehearsal party be considerate and refrain from entering any of the buildings or infringing upon space being used by guests.

**DELIVERIES/VENDOR INFORMATION:** Deliveries made in support of an event are to be scheduled to arrive **NO** earlier than the scheduled paid time. Benham's Grove staff must grant permission for exceptions. Exceptions can only be arranged with Benham's Grove staff at least seven days prior to the event date and only if a staff member is scheduled to be on the premises for another purpose and the delivery and/or storage will not interfere with other activities. Benham's Grove staff is not permitted to sign for rental property or other deliveries. **Vendors may not drive onto the grass for any purpose or park on any brick walkway or plaza. Vendors are required to supply their own extension cords. (Electrical needs should be determined for all vendors prior to meeting with our staff to do your event set-up).**

**SET UP:** Benham's Grove staff will set up City-owned tables and chairs in accordance with a pre-arranged set-up plan approved by Benham's Grove staff. Requests for changes to the set up on the day of the function will not be honored. Vendors hired by the client may not request changes to set up on the day of the event. All tables will be set up under a sheltered area with some exceptions if weather permits. The podium must be placed on a hard surface. Set up, take down and storage of any rented equipment is the responsibility of the renter, not the Benham's Grove staff. Property that you have rented **must be removed from the premises at the time of your departure.** The only exception is a rented tent, which must be removed by 10:00 a.m. the following day. **Rental grills may only be placed on blacktop (behind the Barn) with a carpet /tarp underneath.**

**CLEAN-UP/TEAR-DOWN:** All clean-up must be completed by the end of the paid rental time. The facility and grounds should be left in same condition as it was found. Candy wrappers, gum, paper, etc. must be cleared from the grounds as much as possible. Tables and chairs do not need to be stacked. The renter/client is responsible for placing all trash bags in cans outside of each facility and recyclables in the bins provided unless otherwise directed by the Benham's Grove event host. **If additional time is required for cleaning by Benham's Grove maintenance staff, a fee will be charged and deducted from the deposit.** All clients must vacate the property by 12:00 a.m. with weekend/holiday events concluding by 11:30 p.m. and weekday events concluding by 10:30 p.m., vacating by 11:00 p.m.

**SMOKING:** Smoking is not permitted in any facility or under tents, awnings or covered porches. Certain outside areas are provided for smoking guests. **Cigarette butts must be placed in outdoor ash cans. Absolutely no butts are permitted on the grounds.** Clients are asked to bring additional ash cans (or buckets with sand, etc.) if a large number of smokers are anticipated.

**MUSIC AND NOISE:** Amplified sound and noise of any kind must be in compliance with the City of Centerville's ordinance regarding sound levels. To ensure this, Benham's Grove will enforce the following requirements. Speakers are to be placed so that they do not disturb neighbors. **Placement of DJ/band/music system must be approved by Benham's Grove staff in advance. Music and sound systems must be turned off 30 minutes prior to the end of the scheduled event time no later than**

**11:30 p.m. on weekends and 10:30 p.m. on weekdays, including all holidays.** Volume of sound must meet Benham's Grove staff approval throughout its duration. If clients or vendors do not cooperate with requests to turn down sound that is deemed unreasonable, the police department may be called to assist with this enforcement and/or music will be discontinued.

**ALCOHOLIC BEVERAGES:** Dispensing of alcoholic beverages requires a City of Centerville/Benham's Grove approved permit on file. When the number of minors may exceed the number of adults, alcohol is prohibited. Service of alcoholic beverages must be discontinued by 11:00 p.m. on weekends and 10:00 p.m. on weekdays. Selling alcoholic beverages requires a State of Ohio permit. (Please refer to permit for additional provisions.)

**HIGH SCHOOL PARTIES:** The number of families permitted to rent Benham's Grove for high school parties is limited. **There is a limit of one host family if renting the Gerber House or Barn and a limit of two host families if renting the Complex.** If the Gerber House/Barn rental adds a family, they have to rent the Complex. A Complex rental hosted by two families may not add a third family for any reason or their rental will be cancelled. No alcohol is permitted at parties when the number of minors may exceed the number of adults. A \$500 deposit is required for all high school parties.

**GIFT TABLES/CARD BOXES:** The location of the gift table/card box is at the client's discretion and own risk. Benham's Grove staff is not responsible for the safety or security of gifts/cards.

**INSECTS:** The interior and exterior perimeters of the buildings are treated for insects. Insect repellent spray and candles are permitted at the discretion of Benham's Grove staff for outdoor events. Tents and awning are not treated.

**SUPPLIES AND FOOD:** You or your caterer must remove all supplies and food from the premises at the end of your event. **Benham's Grove is not responsible for items left on the premises following your event.** ARTIFICIAL ROSE PETALS ARE NOT PERMITTED ON THE GROUNDS OF BENHAM'S GROVE. Fresh petals and clear bubbles are acceptable. **It is the renter's responsibility to pick up any petals and/or empty bubbles bottles/tubes remaining on the grounds.** Tossing of confetti, glitter, or rice is prohibited.

**ICE:** Benham's Grove does not supply ice. Please dispose of your excess ice in sinks. Do **not** place on grassy areas or in flowerbeds.

**DECORATIONS AND SIGNS:** Decorations should **not** be attached to painted walls, wallpaper or woodwork. NO STAPLING, TAPING, NAILING, TACKING ANYWHERE INCLUDING THE GAZEBO. NO GLITTER, SAND, OR CONFETTI CAN BE USED AS DECORATION. All decorations must be disposed of or taken with you upon leaving. **City Ordinance prohibits the display of any signs or decorations (i.e., balloons) on the exterior perimeter fence, light poles, trees or entry sign along N. Main Street.** Directional signs may be provided by Benham's Grove when two events are scheduled. All decorations must be disposed of or taken with you upon leaving.

**CANDLES/SPECIAL EFFECTS:** Candles must be enclosed in non-flammable containers large enough to prohibit spillage of candle wax. Clients may incur clean up costs due to candle wax that has spilled/stained any area of Benham's Grove's property. **No open flames, fire pits, fireworks, gel candles, fog machines, etc.** are permitted. Limited use of sparklers, sky lanterns or tiki torches may be permitted at the discretion of Benham's Grove staff.

**FURNITURE/ARTWORK:** Chairs from the house or cottage must remain inside. Stuffed furniture and/or wall hangings may not be moved without prior permission. The historic piano may never be moved, nor should anything be placed on it without permission.

**PARKING:** Vehicles must *not* be driven or parked on the grass or brick areas for any reason. **PARKING IS NOT PERMITTED ON THE CIRCULAR DRIVE OR BRICK AREAS FOR ANY REASON.** Temporary parking on the circular drive is permitted for loading and unloading supplies or for dropping-off and picking up elderly or handicapped persons. Benham's Grove staff will provide assistance for overflow parking. Parking is permitted in the parking lot only and the overflow parking area on the North field is only utilized if the area is dry.

**WIRELESS INTERNET:** Benham's Grove offers complimentary password protected WIFI for our guests.

**TRASH AND RECYCLABLES:** Trash must be removed from tables, patios, gazebo, and grounds and be placed into trash bags (provided) and then containers (provided) with lids securely fastened. This includes cans, plastic bottles, candy, candy wrappers, popcorn, etc. that may be on the grounds. Large bins are available for recyclables.

**DAMAGES:** The Client is responsible for any damages that you, your guests and/or vendors may cause to the Benham's Grove buildings, grounds and/or property. Damages will be assessed by staff following the event. The damage payment will be deducted from your security deposit. Any amount due greater than your security deposit will be billed to you. INITIAL HERE: \_\_\_\_\_

**STAFF AUTHORITY:** A Benham's Grove staff member will be on duty during all functions and will have full authority. Should a guest or guests resist or defy staff's authority, the staff member may immediately cancel the rental permit and summon the Centerville Police Department to assist in vacating the area. INITIAL HERE: \_\_\_\_\_

**INFECTIOUS DISEASES/HEALTH DEPARTMENT ORDERS:** The Client acknowledges the possibility of existence of infectious diseases such as the novel coronavirus, may be extremely contagious, and could be spread by person-to-person contact. Federal and state health agencies recommend preventative measures, such as hand-washing, face-masks, and social distancing, however due to the nature of our facilities; I understand these measures may be less effective due to close individual proximity. I acknowledge and assume the risk that my family, friends or invitees may be exposed to or infected by infectious diseases by attending events at the facilities, either before, during, or after any particular use of our facilities, and that such exposure or infection may result in personal injury, illness, disability, or death. Client agrees to adhere to the current (at the time of the event) guidance or best practices of the Ohio Department of Health (ODH) and/or Governor in respect to and diseases and follow any guidelines and/or rules established by the state, county, or the city. Understanding these risks, I willingly choose to participate in activities on City of Centerville property and further understand that the City of Centerville does not warrant that infections will not occur through participation in this event or use of its Facilities. I further agree to indemnify, defend, and hold harmless the City, its officials, employees and volunteers, from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against the City, its officials, employees and volunteers due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Facilities, tools, equipment, or materials, whether caused by the negligence of the City or otherwise specifically related to any infectious diseases.

**RELEASE AND INDEMNITY:** The undersigned hereby specifically releases, indemnifies, and holds harmless the City of Centerville and its Council members, employees, officers or agents from any and all liability, claims, actions, demands and judgments resulting from loss of life, or damage or injury to person or property, which may be sustained by any person, organization, or entity, while participating in the use of the facility at Benham's Grove. This provision shall include the reimbursement for any and all expenses incurred by those whom it is to protect as a result of such injuries, including, but not limited to, attorneys' fees and any costs associated therewith.

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Renters Signature

Date

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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 Renter.

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Signature of Guarantor

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Address

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Date

Approved as to form and for use in year 2024

By: Scott A. Liberman, Municipal Attorney, 12/28/2023