



BENHAM'S GROVE FACILITY LICENSE AGREEMENT

This agreement is made and entered into this _____ day of _____ **2025/2026** by and between the City of Centerville, Ohio, hereinafter called "Licensor" or "City", and the League, Club, Team or Party shown below, hereinafter called "RenterRenter" in consideration of the promises and payments described.

1. GRANT OF LICENSE: The City hereby grants RenterRenter 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 RenterRenter are as set forth in this agreement and subject to annual increase. Renter is to pay a non-refundable deposit described below and is to comply with all terms and conditions of this agreement. Weekend rates apply to holidays observed by the City. The final event payment is due not less than ninety (90) days before the event in the form of cash, check, Visa, MasterCard or American Express. Failure of the Renter to make this payment when due constitutes a breach of this agreement.

3. DEPOSIT: A date is considered confirmed at the time this agreement is signed and the Renter pays either the full event cost or a \$500 non-refundable deposit, whichever is less, to the City. This non-refundable deposit shall secure the promise of Renter to make event payments set forth in Section 13 below, leave the facility in good condition as required in Paragraph 6, and for the performance of other terms and conditions of this agreement. The deposit shall be applied towards the final cost of the rental unless the Renter cancels the event pursuant to Section 8 – Cancellation by Renter.

4. RENTAL PERIOD: Under this agreement the Renter shall have the right to use the facility on the day of _____ **2025/2026** 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 Renter 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 RENTER:

A. That the City shall not be liable for loss, exchange or theft of or damage to personal property of the Renter, its agents and guests.

- B. To pay to the City on demand any sum which may be due to the City for additional service, accommodations, or material furnished or loaned by the City for additional service, accommodation, or material furnished or loaned by the City.
- C. To be responsible for all damage to the facility resulting from its use under the license; to pay to the City 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 the City, all of which are available for Renter's review at the City's administrative office, 100 West Spring Valley Road, Centerville, Ohio, 45458 and online at centervilleohio.gov.
- E. To comply with Benham's Grove Rules and Renters' Responsibilities; a copy of which is incorporated into this agreement.

7. BREACH BY RENTER; REFUNDS: Failure of the Renter to make payment or to perform in accordance with the terms of this agreement shall cancel Renter's right to use the facility under this agreement, without necessity of notice from the City to the Renter. The City shall retain the event charge, including the deposit, as partial compensation for losses incurred by it due to Renter's breach including, but not limited to cover event charges in case of cancellation by Renter, or to cover time and materials furnished by the City in repairing any damage which is the responsibility of the Renter under this agreement. The City may also seek further payment from Renter to compensate it for any damage or breach by Renter. No refunds or rebates shall be due from the City, except as provided in Paragraphs 8, 9, 10 of this agreement.

8. CANCELLATION BY RENTER:

- A. If the Renter cancels the event and provides written notice to the City at least 180 days (six months) in advance, any rental fees paid in excess of \$500 shall be refunded. **The City shall retain the non-refundable deposit as liquidated damages.**
- B. If cancellation occurs between 90 and 180 days before the event, the City shall retain the six-month payment, including the non-refundable deposit.
- C. If cancellation occurs less than 90 days before the event, the Renter is responsible for the full event charge, including the non-refundable deposit. This also applies to events booked within 90 days of the event date. Cancellation of a rescheduled event date is covered in Paragraph 9 of this agreement.

9. RESCHEDULING EVENT DATE BY RENTER: If the Renter reschedules the event, the City may carry over the balance paid to the new event date. The new event shall take place within one year of the original event date. The City is not responsible for date and facility availability. If the Renter changes any details from the original agreement, the City is entitled to the difference in event charges as liquidated damages. A Renter may only reschedule an event once. If the new event date is cancelled, the City shall be entitled to a cancellation fee of the total event charge.

10. INABILITY OF PERFORMANCE BY LICENSOR: The City shall not be responsible or liable for failure to provide the Renter 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 the City. If such failure is caused by fault or negligence of the City, however, Renter has the option of demanding (and the City liability shall be limited to providing):

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

11. RELEASE AND INDEMNITY AGREEMENT: As additional consideration for the grant to this license by the City the Renter hereby releases (and agrees to indemnify, defend and hold harmless) 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 the City.

12. MISCELLANEOUS: The validity and construction of this license shall be governed by the laws of the State of Ohio. This agreement along with the Benham's Groves Rules and Renter's Responsibilities document 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 Renter.

13. PAYMENT SCHEDULE

A. \$500 NON-REFUNDABLE DEPOSIT IS DUE WITH RECEIPT OF CONTRACT (DEPOSIT IS PART OF PAYMENT). If the total event rental is less than \$500, then the full event rental is due with receipt of the contract.

Deposit with Contract Check/Cash/Visa/MC/AE

Date received: _____ Staff: _____ \$ _____

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

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

D. EVENT TOTAL MINUS \$500 DEPOSIT \$ _____

If total fees and/or payments change after the 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 received: _____ Staff: _____

Three Month Payment Due By: _____ Amount: \$ _____

Check/Cash/Visa/MC/AE: _____ Date received: _____ Staff: _____

Additional payments:

PLEASE PRINT

Name of Renter/Organization	Daytime/Evening/Cell Phone Numbers	Email address
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Renter's Street Address	City	State	Zip Code
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Mailing Address (if different from above)

Signature of Renter	Date
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City of Centerville Signature	Date
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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.

Signature of Guarantor	Address	Date
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Approved as to form and for use in years 2025-2026
By: Scott A. Liberman, Law Director, dated 2/13/2025