

Village of Jacksonville  
 PO Box 185  
 Jacksonville, OH 45740  
 Website: www.jacksonvilleoh.com  
 Phone: (740) 767-2400  
 Email: FiscalOfficer@jacksonvilleoh.com



## VILLAGE HALL RENTAL AGREEMENT

This Rental Agreement is entered into on \_\_\_\_\_ (“Effective Date”) between the Village of  
 (today’s date)  
 Jacksonville, OH (“Village”) and:

Name (“Renter”):	
Organization (“Renter”):	
Mailing Address (for deposit):	
City, State, and Zip Code:	
Contact Phone Number:	
Requested Rental Date:	

Accordingly, the Parties agree as follows:

1. **“Renter”** means the person entering into this Rental Agreement. In the case of an individual acting on behalf of a Civic Organization, Department, Association, Non-profit, school, etc., then “Renter” includes the person entering into this Rental Agreement AND the Civic Organization, Department, Association, Non-profit, school, etc. the individual is acting on behalf of.
2. **Rental Agreement.** The Village agrees to rent the possession, use, and enjoyment of certain real property, known as the Village Hall (“Village Hall”) on the date specified above as “Requested Rental Date.” Renter agrees to pay the Village the “Total Due” shown below for the possession, use, and enjoyment of the Village Hall, subject to the terms of Sections 3 and 5 of this Rental Agreement. Renter agrees to follow all other terms of this Rental Agreement.
3. **Total Due.** Rental Fee Rates (Select the rate applicable to your rental):

Type of Rental	Rental Fee (per day)	Required Security Deposit
Official Functions of the Village of Jacksonville	\$0.00	\$0.00
Official Functions of the Jacksonville Fire Department	\$0.00	\$0.00
Jacksonville Firefighters Association	\$0.00	\$50.00
Funeral/Funeral Wakes	\$25.00	\$50.00
Fundraisers/Benefits	\$25.00	\$50.00
Firefighters, Mayor, Council Members, Employees	\$50.00	\$50.00
Civic Organizations, Non-profit Organizations, Official School Functions (proof may be requested)	2 days per calendar year \$0.00 Additional Rentals \$75.00	\$50.00
Churches/Religious Organizations	\$75.00	\$50.00
All Other Parties/Individuals	\$100.00	\$50.00

Enter the Rental Fee Rate selected above: \$ \_\_\_\_\_

Refundable Security Deposit \$ \_\_\_\_\_

**Total Due** (Payable to: Village of Jacksonville) \$ \_\_\_\_\_

Security Deposit Donation (circle one):      YES or NO

If you circled YES, please list what Village purpose you would like to see your donation applied to: \_\_\_\_\_  
 (Examples: Parks, Fire Department, Flags, Street, Water)

4. **Rental Period.** The parties agree that all Village Hall rentals shall be for a 24-hour period beginning at 12:00AM and ending at 11:59PM of the Requested Rental Date listed above.
5. **Reservations.** The parties agree that reservations shall be made on a first come, first serve basis. Renter agrees that the reservation shall not be considered complete until the Total Due is paid to the Village and the Village issues a receipt of payment to Renter. Renter's failure to pay the Total Due shall result in the Requested Rental Date not being reserved. In the event that the Total Due is zero dollars because the rental is an official function of the Jacksonville Fire Department and/or the Jacksonville Firefighters Association, then the reservation shall be deemed complete on the date this Rental Agreement is accepted by the Fiscal Officer.
6. **Permitted/Prohibited Use of Property.** All Village Hall rentals shall include the use of the kitchen, public restrooms, refrigerator, freezer, and plug-in appliances, including microwaves, slow cookers, and crock-pots. Renters may have access to the closet in the Main Hall for basic cleaning supplies when it is time for Renter to clean up following their event. Access to Fire Department areas, Village Offices, Village storage or utility areas are strictly prohibited.
7. **Presence Required.** The Renter agrees that the individual named on this Rental Agreement shall be present for the duration of the event that the Village Hall is being rented for, including the time required to prepare for the event and the time required to clean up after the event. If the Renter is an organization, the individual named on this Rental Agreement shall be present for the duration of the event that the Village Hall is being rented for, including the time required to prepare for the event and the time required to clean up after the event.
8. **Duties.**
  - a. **Village Duties.** Village Employees shall clean out the refrigerator and freezer the evening prior to the Requested Rental Date. Any items left in the refrigerator and freezer following the Rental Date shall be considered trash and may be thrown away at the Village's discretion.
  - b. **Renter Duties.** Renters shall be responsible for cleaning up after a Village Hall Rental. Basic Supplies for cleaning may be available in the indicated closet in the Main Hall. Removal of the provided basic cleaning supplies from the Municipal Building shall be considered theft.
    - I. **Cleaning Requirements.** The Renter shall complete the following cleaning requirements:
      1. Floors in the Main Hall, Kitchen and Restrooms shall be swept, spot mopped and free of any food, drinks, or other spills;
      2. All tables and chairs must be cleaned and returned to the storage area in a neat and tidy manner. There should be no new damage to the tables and chairs;
      3. Toilets in the restrooms shall be flushed and clear of any waste.
      4. Kitchen counters shall be cleaned and all dishes and appliances shall be washed, dried, and returned to where they were found;
      5. All items in the refrigerator and freezer shall be removed;
      6. All trash in the Main Hall, Kitchen and Restrooms shall be removed and deposited in the dumpster behind the Fire Bays;
      7. All decorations, personal items, and tape on any surface shall be removed;
      8. All lights in the Main Hall, Kitchen, and front hallway shall be turned off when exiting the building at the conclusion of the rental; and
      9. Exterior doors shall be locked at the conclusion of the event/rental.
    - II. **Additional Rules.** Renter agrees to the following rules:
      1. The maximum capacity of the Municipal Building Village Hall is 120. Under no circumstance shall there be more than 120 individuals in the Municipal Building Village Hall.
      2. No glitter or confetti is permitted anywhere on Village property.
      3. Only painter's tape may be used to hang decorations. Tacks, staples, nails, command strips, or any items that put holes in walls or furniture are strictly prohibited.
      4. No animals are permitted on the premises except registered service animals.
      5. No smoking, vaping, e-cigarettes, tobacco, or tobacco products are permitted inside the building. Cigarette and cigar butts must be disposed of in the designated receptacle behind the Municipal Building. Spitting in trash receptacles, on floors, and sidewalks is prohibited.
      6. No illegal drugs are permitted on the premises. No marijuana or marijuana by-products are permitted on the premises.
      7. The front and rear Fire Bay doors shall remain free of vehicles and obstructions at all times. UNDER NO CIRCUMSTANCES ARE FIRE BAYS OR FIRE DEPARTMENT INTEREIOR OR EXTERIOR DOORS TO BE OBSTRUCTED.

8. Alcohol is permitted in limited quantities. Please drink responsibly and follow all local, state, and federal laws. **[DISCLAIMER: The Renter agrees and acknowledges that the Village has NOT provided alcohol for this event. The Renter agrees that the Village is NOT responsible or liable in any capacity for any and all personal injury, death, property damage, misconduct, criminal activity, etc. resulting from alcohol consumption at the Renter's event. The Renter agrees that if the Renter chooses to permit alcohol at their event, it is the Renter's responsibility (NOT the Village's) to ensure that alcohol is provided and consumed in a responsible, safe, and legal manner. The Village is NOT responsible or liable for ensuring that individuals under the age of 21 years old are prohibited from using alcohol or tobacco.]**
  9. Excessive noise that could disrupt the neighborhood is strictly prohibited.
  10. All exterior doors shall remain closed for the duration of the Village Hall rental. Propping open exterior doors is permitted only for short periods of time while loading and unloading for a rental. Under no circumstances shall exterior doors be propped open for long periods of time.
  11. If a Village Hall Rental is scheduled during business hours of the Village of Jacksonville, then the Renter shall keep the hallway leading from the front door to the Main Hall free of obstructions and excessive foot traffic to allow Village customers and employees clear access to Village Offices. The door to the Main Hall shall remain closed to reduce noise in the Village Offices. Only individuals accessing the restrooms shall be present in the front hallway. The front entrance of the Municipal Building shall remain free of obstructions.
9. **Damages to Village Property.** The Renter, and the organization that the renter is acting on behalf of, hereby agree that they are jointly and severally liable for this non-exclusive list of damages: damage to Village Property, tables, chairs, walls, fixtures, floors, equipment of any and all nature.
10. **Penalty.** Renter's failure to comply with all the rules and regulations contained in Section 7(b), as well as all local, state, and federal laws during their rental date shall result in any or all of the following:
- a. Forfeiture of security deposit;
  - b. Denial of future requests to rent the Hall (including the organization the Renter is acting on behalf of); and/or
  - c. Any and all other damages or legal remedies made permissible or available by law.
11. **Cancellation.**
- a. **48-Hour Notice Provided.** If a Village Hall rental is cancelled forty-eight (48) hours or more prior to the Requested Rental Date, the full Rental Fee and Security Deposit shall be refunded in the form of a Village check mailed to the name and address provided above. In the case of a free rental, if cancellation is forty-eight (48) hours or more prior to the Requested Rental Date, the rental shall not be counted against the Renter (or against the organization the Renter is acting on behalf of) as one of the free rentals per calendar year and the Security Deposit shall be refunded in the form of a Village check mailed to the name and address provided above.
  - b. **48-hour Notice Not Provided.** If a Village Hall rental is cancelled less than forty-eight (48) hours prior to the Requested Rental Date, the full Rental Fee shall be forfeited by the Renter and the Security Deposit shall be refunded in the form of a Village check mailed to the name and address provided above. In the case of a free rental, if cancellation is made less than forty-eight (48) hours prior to the Requested Rental Date, then the rental shall be counted against the Renter (and against the organization the Renter is acting on behalf of) as one of the free rentals per calendar year and the Security Deposit shall be refunded in the form of a Village check mailed to the name and address provided above.
12. **Returned Payment Policy.** Renter agrees that when a payment is made by a check for a Village Hall Rental and the check is returned by the bank for any reason, an additional thirty-five dollar (\$35.00) fee shall be charged to the Renter. No returned check shall be redeposited to the bank for any reason. The Renter shall be contacted by phone and notified of the returned payment. The Renter shall be given forty-eight (48) hours to pay the rental fee, security deposit, and returned check fee in cash at the Village Offices to maintain the original reservation. Only in cases where time does not permit forty-eight (48) hours before the Hall Rental reservation, the Rental shall have until 3:00PM the day prior to the reservation to pay the rental fee, security deposit, and returned check fee in person with cash at the Village Offices to maintain the original reservation. Failure to meet these conditions shall result in forfeiture of the rental reservation. The renter shall still be obligated to pay the rental fee and returned check fee in cash. Failure to pay the rental fee and returned check fee in cash shall result in the Renter (and/or the organization the Renter is acting on behalf of) being barred from all future Village Hall rentals until this amount has been paid. The Renter agrees that the Village reserves the right to request future Village Hall Rental fees and security deposits be paid in cash by Renter, if Renter (Renter (and/or the organization the Renter is acting on behalf of) has previously submitted checks returned by the bank. The Village also reserves the right to prosecute/pursue all legal remedies against all individuals/organizations that fail to pay rental fees and returned check fees according to the Ohio Revised Code.

13. **Security Deposit Donation.** Renters may opt to donate the Refundable Security Deposit portion of the Rental Fee to the Village. Renters may choose to specify the purpose of the donation (for example: Parks, Fire Department, Flags, Street, Water, etc.). If no purpose is specified by the Renter, then the Village may apply, at the discretion of the Fiscal Officer and/or Village Council, the donation where the funds are most needed.
14. **Failure to Reserve Requested Date.** The Village and Renter agree that in the event the Village fails to rent the leased premises to the Renter on the Requested Rental Date set forth above, then the Village’s liability to Renter shall be limited to the return of the “Total Due” paid by the Renter according to the guidelines set forth above. The Village and Renter agree and acknowledge that the aforesaid limitation of liability is a material part of the Rental Agreement, and that the rent set forth above has been bargained for the Village and Renter with the limitation of liability as a material part of this Rental Agreement.
15. **Indemnification.** Renter(s) shall indemnify, defend, and hold harmless Village and its employees against all damages, claims, and expenses, including without limitation attorneys’ fees, judgments, penalties, fines, expenses, court costs, and amounts paid in settlement, to third-parties arising out of this Agreement or the performance of services under this Agreement. Renter(s) retain the right to assume the defense of any third-party claim, and no settlement may be entered with a third-party claimant without prior written consent of both Renters and the Village.
16. **General.**
- Merger.** This Agreement is the entire agreement between the parties and supersedes all prior agreements or understandings, oral or written, with respect to its subject matter.
  - Amendment.** This Agreement may be amended only by a written instrument signed by the parties.
  - Anti-Assignment.** Neither party may assign this Agreement or delegate its duties without the written consent of the other party. Any assignment of this Agreement or delegation of its duties without the written consent of the other party is void.
  - Severability.** Each provision of this Agreement will be considered severable. If any provision is determined to be invalid or unenforceable, the other provisions of this Agreement will remain in effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced the parties shall negotiate in good faith to modify this Agreement to reflect the original intent of the parties as closely as possible.
  - Waiver.** Failure to enforce this Agreement does not constitute a waiver of this Agreement unless such waiver is in writing and signed by the party to be charged.
  - Governing Law.** This Agreement and all other actions related to this Agreement are governed by Ohio law without regard to principles of conflict of laws.
  - Venue.** The parties agree that any suit, action, or other legal proceeding arising out of, related to, or connected with this Agreement must be brought exclusively in the state or federal courts located in Athens County, Ohio. These courts will have jurisdiction over any suit, action, or proceeding and the parties waive any objection to venue or jurisdiction in any such court. Service of process made in accordance with the notice provisions of this Agreement will be deemed effective service of process on the parties.

Intending to be legally bound, the parties have entered this Agreement as of Effective Date.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

**CHECK OR MONEY ORDER MUST BE INCLUDED WITH THIS AGREEMENT TO RESERVE THE DATE REQUESTED.  
IF PAYMENT IS NOT INCLUDED, THE DATE WILL REMAIN OPEN FOR RENTAL (SEE SECTION 5 ABOVE)**

**FOR OFFICE USE ONLY**

Accepted by Fiscal Officer on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Fiscal Officer

UAN R#	DEPOSIT REFUND #	ASSIGNED DOOR CODE:
UAN R DATE	DEPOSIT REFUND DATE	**