



SNYDER HOUSE AT COTTELL PARK LICENSE AGREEMENT

This License Agreement (this "Agreement") is made this ___ day of _____, _____ between the Board of Township Trustees of Deerfield Township, Ohio, an Ohio Township (the "Township") whose address is 4900 Parkway Drive, Suite 150, Deerfield Township, Ohio 45040 and _____ (the "Licensee") whose address is _____.

1. Grant of License: The Township hereby grants to Licensee a License to use the ground floor of the Snyder House building located on the Township real property known as Cottell Park located at the southeast corner of Irwin-Simpson and Snider Roads in Deerfield Township (the "Premises"), subject to the terms of this Agreement (the "License"). The times and dates for which this License is granted are set forth in Paragraph 4 below. The event date is not confirmed until the Township has received a signed copy of this Agreement and the appropriate deposit (as set forth in Paragraph 2 below) and a written confirmation is provided by the Township to the Licensee.
2. Event Charges: The total charge for Licensee's use of the Premises shall be _____. **The deposit amount of _____ shall be paid upon execution of this Agreement. The balance amount of _____ shall be paid sixty (60) days prior to the date of use.** Failure to pay the charges in full sixty (60) days prior to the date of use and provide the required credit card information (as set forth in Paragraph 3 below) shall be a breach of this Agreement and this Agreement shall be revoked in its entirety.
3. Security Deposit: The Licensee shall provide a valid credit card when this Agreement is signed for use as a security and damage deposit. In the event that this Agreement and each Rule and Regulation, as stated below and incorporated in their entirety into this Agreement, is not adhered to and the Township suffers damages from this failure to adhere, then the Township will charge the cost of all damages and/or repairs to the credit card.
4. Terms: Under this Agreement, Licensee shall have the right to use the Premises commencing on _____. The Premises will be unlocked beginning at _____ and the Premises will be vacated and locked at _____.
5. Purpose: The sole purpose for which the Premises shall be rented is a _____.
6. Covenants of the Township: Subject to the provisions of this Agreement, the Township agrees that Licensee shall peaceably and quietly have, hold, and enjoy the use of the Premises for the purposes and the term stated herein.

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7. Covenants of the Licensee: As a material inducement to the Township to grant this License, the Licensee covenants the following:
 - a. That the Township shall not be liable for any loss, exchange, or theft of or damage to the personal property of Licensee, its invitees, agents, businesses, or guests; including the rental of a tent by the Licensee and any loss, theft of or damage to the tent and/or the contents of the tent.
 - b. To pay to the Township, on demand, any sum which may be due the Township for additional service, accommodations, or material furnished or loaned by the Township or used by Licensee;
 - c. To be responsible for all damage to the Premises resulting from its use under this License; to pay to the Township upon demand such sum as shall be necessary to restore the Premises to its present condition if the Premises is damaged as a result of use under this Agreement; and to surrender the Premises at the end of the term of this License in the same condition as it was when the License term commenced; and
 - d. To comply with all laws of the United States, the State of Ohio, and Warren County, and also to comply with all resolutions, rules, policies, regulations, and requirements of the Township.
8. Breach by Licensee; Refunds: Failure of the Licensee to make timely payment or to perform in accordance with the terms of this Agreement shall cancel Licensee's License and right to use the Premises under this Agreement, without necessity of notice from the Township to the Licensee. The Township may retain the event charge as partial compensation for losses incurred by it due to Licensee's breach, and the Township may also retain such portion of the security deposit as may be needed to pay third party contractors or to cover time and materials furnished by the Township in repairing any damage which is the responsibility of the Licensee under this Agreement. The Township 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 the Township, except as provided in Paragraphs 9, 10, and 11 of this Agreement.
9. Cancellation by Licensee: If the Licensee cancels the event and gives the Township written notice of that fact at least sixty (60) days prior to the event date, a full refund will be issued. Refunds for cancellations received less than sixty (60) days prior to the event date are at the discretion of the Township.
10. Inability of Performance by Licensor: The Township 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 the Township. If such failure is caused by fault or negligence



of the Township, however, Licensee has the option of demanding and the Township's liability shall be limited to providing:

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

11. Release and Indemnification: As additional consideration for the grant of this License by the Township, the Licensee hereby releases and agrees to indemnify, defend and hold harmless the Township and its officials, employees, volunteers, and agents 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 Premises under this Agreement.

12. Limitation of Liability: IN NO EVENT WILL THE TOWNSHIP BE LIABLE TO THE LICENSEE FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES OF ANY KIND, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, OR OTHER LEGAL THEORY.

13. Key Return: The Licensee shall return the Premises key within 48 hours after the event date. This may be accomplished by dropping the key in the designated return box at the Snyder House or bringing the key to the Township Administration Office located at 4900 Parkway Drive, Suite 150, Mason, OH 45040. If the Licensee does not return the key within 48 hours after the event, a \$50 replacement fee will be charged to the credit card listed on this Agreement.

SNYDER HOUSE AT COTTELL PARK RULES AND REGULATIONS

The undersigned Licensee agrees to comply with each of the following rules and regulations approved by the Board of Township Trustees and shall be responsible for adherence to these rules and regulations by guests of the Licensee and others using the Premises under this Agreement:

1. Permission for use of the Premises is granted only to the Licensee listed on this Agreement and is not transferable without the permission of the Township.
2. No one under the age of 21 shall be granted a License to rent the Premises.

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3. Licensee is required to complete an on-site orientation of the Premises prior to the day of the event. Orientations are available by appointment only.
4. The Licensee shall only use the Premises key to access the Snyder House on the date and times listed on this Agreement. The Licensee will be trespassing if accessing the Snyder House outside of the date and times noted on this Agreement and law enforcement may be dispatched.
5. The Premises must be broom-clean prior to departure and all trash and debris must be put in plastic bags and deposited in the outside dumpster.
6. All supplies, decorations, food and beverages must be removed from the Premises at the end of the event.
7. Nothing (decorations, etc.) will be attached to the walls, ceiling or doorways of the Premises. There shall be no stapling, taping, nailing or tacking in or on the Premises. Existing pictures on the walls cannot be removed. All decorations must be disposed of or removed at the end of the License term. Ice shall be disposed of in sinks, not in grassy areas or flower beds.
8. No candles are allowed inside or outside the Premises.
9. The heating and air conditioning thermostat may be adjusted by the Licensee or guests. The Licensee is responsible for ensuring that the thermostat is set back to 70 degrees at the end of the rental period. Windows and doors must remain closed during the rental period.
10. Licensee is responsible for table and chair arrangement for their event.
11. All contents of Snyder House, including tables and chairs, shall not be taken outside for any reason.
12. The Licensee is only renting the first floor of the Premises and the patio, not the entire park. Please be aware that park activities by the public are continuous (i.e. soccer and baseball).
13. All outside music or loud music must be finished by 10:00 p.m. All music and noise must be kept at a level so as to not disturb any surrounding neighbors. Failure to observe this could result in immediate cancellation of this License.
14. Licensee must obtain approval from the Township Parks Director to rent a tent as part of an event when renting the Snyder House and the Township Parks Director must also approve the location of the tent.



15. Tent rental and any/all permits pertaining to tent rental are the responsibility of the Licensee. Tents cannot be set up more than 36 hours in advance and must be removed 36 hours post event. Please note Paragraph 7(a) of the License Agreement titled "Covenants of the Licensee". As stated in that Section, the Township is not responsible for any damage or loss or theft of the tent or contents of the tent at any time.
16. Alcohol is permitted to be served to guests or attendees at private functions inside the Snyder House during the term of this Agreement.
17. Any damages or injuries, including but not limited to personal injury or death, caused by the serving of alcohol or the intoxication of guests as a result thereof is the sole responsibility of the Licensee and the Licensee cannot hold Deerfield Township responsible for any such damages or injuries. The Licensee agrees to indemnify and hold harmless the Township, its officials, employees, and agents from any claims, damages, awards, litigation, injuries or any other causes of action, including any expenses of defense thereof arising out of the use of alcohol at the Premises during the term of this Agreement. Underage consumption of alcohol is prohibited.
18. The sale of alcoholic beverages requires a permit from the State of Ohio and the procurement of such permit is the sole responsibility of the Licensee. Rules #16 and #17 above remain applicable to the sale of alcoholic beverages.
19. Parking shall be in the marked spaces provided. Parking in the grass is prohibited.
20. Cleanup must be accomplished during the term of this Agreement. The Licensee remaining on the Premises beyond the time of termination stated in this Agreement shall not be construed as an extension of the term of this Agreement.
21. Deliveries and set up for your event must be coordinated within the term of this Agreement and must not interfere with other ongoing park activities. Township personnel are not permitted to sign for rental property or other deliveries.
22. The Licensee is responsible for all damages that may be caused during the term of this Agreement. Any damages will be assessed by the Township and billed to the responsible party's credit card.
23. The Licensee agrees to indemnify and hold harmless the Township, its officials, employees and agents from any claims, damages, awards, litigation, injuries or any other causes of action, including any expenses of defense thereof arising out of the use of the Premises under this Agreement.

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24. The Premises is to be left in at least as good a condition as it was found. Licensee shall give reasonable consideration to others who may be using a part of the facilities on which the Premises is located.

25. Township staff members may be on duty during the Licensee's use of the Premises. Should Licensee or its invitees resist or defy the Township staff's authority or violate any term of this Agreement, the Township may immediately terminate the License and this Agreement, require the Licensee to immediately exit the Premises, and summon the Warren County Sheriff's Department to assist in vacating the area.

26. Any egregious or persistent violations of the above rules and regulations may result in suspension or revocation of Licensee's reservation privileges.

This License Agreement is entered on the date first written above and is binding on the Licensee using the Premises.

CREDIT CARD NUMBER

SIGNATURE OF LICENSEE

CREDIT CARD EXPIRATION DATE

PRINTED NAME OF LICENSEE

TAX EXEMPT NUMBER
(IF APPLICABLE)

PHONE NUMBER OF LICENSEE OR
REPRESENTATIVE

Permission is hereby granted to use the Snyder House at Cottell Park, Deerfield Township for the purposes outlined above and on the above dates and times, subject to this License Agreement and the Rules and Regulations, which are incorporated into the License Agreement in their entirety.

By: _____
Authorized Agent
Deerfield Township
Board of Trustees

* Credit card information blacked out on copies of the final contract for security purposes.

0100263.0531044 4816-5921-5194v1

To: _____

From: Joel Smiddy, Parks Director

Re: Snyder House Key Policy (Implemented 3.18.09)

Deerfield Township has implemented a system for access to the Snyder House. Deerfield Township will notify the Licensee approximately one week prior to the reservation date that the key is available for pick-up at the Township Administration Office during regular business hours. The Licensee is required to pick up the key at the Township Administration Office located at 4900 Parkway Drive, Suite 150, Mason, OH 45040. The key only grants access for the date and time listed on the License Agreement. If you have any questions regarding the key, please contact Susan Secrist at 513.701.6972.

The key must be returned to Deerfield Township within 48 hours after the event date. This may be accomplished by dropping the key in the designated return box at the Snyder House or bringing the key to the Administration Office located at 4900 Parkway Drive, Suite 150, Deerfield Township, OH 45040. If the Licensee does not return the key within 48 hours after the event, a \$50 replacement fee will be charged to the credit card listed on the License Agreement.

If the key is used to access the Snyder House at any other time that is not on the License Agreement, the alarm system will be enacted and law enforcement dispatched to the Snyder House. At this time, you will be trespassing. This will cancel the terms of your License Agreement with Deerfield Township.

I am available at your convenience, should you require additional information, clarification, or assistance. Thank You.