



RISING VALLEY PARK

Park Address: 4701 Newton Road, Richfield, Ohio 44286

**Administration Office: 3038 Boston Mills Road,
Brecksville, Ohio 44141**

APPLICATION AND RENTAL AGREEMENT

Requesting Organization (“Applicant”):

Rising Valley Park (“Park”): 4701 Newton Road, Richfield Township 44286

Requested Area (“Reserved Area”):

North Pavilion	<input type="checkbox"/>	Athletic Field 11 v 11	<input type="checkbox"/>	Baseball SOUTH Field	<input type="checkbox"/>
South Pavilion	<input type="checkbox"/>	Athletic Field 8 v 8	<input type="checkbox"/>	Baseball NORTH Field	<input type="checkbox"/>
		Athletic Field 6 v 6	<input type="checkbox"/>		

Nature of Program or Event: _____

Date(s) Requested: _____

Start: _____ a.m./p.m. End: _____ a.m./p.m.

CURRENT YEAR Fee Schedule to be attached and made part of this agreement.

A. General Rules for Use. A complete list of rules and regulations pertaining to applications and the park can be found on the Richfield Township’s website (www.richfield-twp.org) or at the Administration Office, 3038 Boston Mills Road, Brecksville, Ohio 44141.

1. The Applicant will be held liable and responsible for any damage done to the township property, the Park and/or the reserved area.

2. In accordance with the O.R.C., the possession or consumption of alcohol is strictly prohibited anywhere in the Park.
3. It is the responsibility of the Applicant or assigns to line soccer, softball or baseball fields. Upon request, the Applicant may keep a locked field storage container near the fields.
4. It is the responsibility of Applicant or assigns to remove bases and additional fencing after use.
5. The township including the park administrator reserves the right to close any field due to severe weather conditions including drought.

B. Hold Harmless Clause

Applicant agrees to indemnify, defend (by counsel acceptable to the Township) and hold the Township and the Township Trustees or Park Administrator, and their respective successors and assigns, as well as their officials, employees, officers, agents, affiliates, contractors, and assigns of any of the foregoing harmless from and against any and all claims, demands, actions, suits, losses, damages, costs, expenses and liabilities whenever arising on or after the date of this Application, that may be asserted or alleged to be based upon injury, damage or loss of any nature whatsoever to persons or property (whether of Applicant or any other person) arising out of or due to, or asserted or alleged to arise out of or be due to any act (whether of commission or omission) of Applicant or any of its agents, employees, representatives, visitors or guests with respect to use of the Park or in the exercise of Applicant's rights or the performance of Applicant's covenants and obligations under this Application or in the use or occupancy of the Park by Applicant or any of its agents, employees, representatives, visitors or guests, whether or not any such claim, demand, action, suit, loss, damage, cost, expense or liability is asserted by any agent, employee or representative of Applicant, or by any visitor, guest or other third party, and whether or not any such claim, demand, action, suit, loss, damage, cost, expense or liability is based upon or asserted or alleged to be based upon the negligence of the Township.

C. Rental Space Operation; Rules and Laws

The township has established rules for the use of the Rising Valley Park. **By signing this Application the Applicant confirms that the Applicant has received a copy of the rules and agrees to comply with such rules.** The township reserves the right to amend and modify the rules, in its sole discretion, and Applicant agrees to abide by and be subject to the amended and modified rules. Applicant shall also comply with all applicable state, federal and local laws and regulations, including but not limited to all fire, safety and health regulations.

D. Removal of Display and Décor

All trash, refuse, or other items brought to the Park or produced by Applicant must be placed in the provided waste containers or dumpsters or removed from the Park by Applicant immediately after the Event. If Applicant fails to immediately remove said items, the township may do whatever is necessary to complete the removal at the sole expense of Applicant. Applicant shall also pay any damages resulting from Applicant's failure to immediately remove all such items, and indemnify, defend and hold the township harmless from all claims arising from the failure to immediately remove such items.

E. Subletting of Rental Space

Applicant may not assign, sublease, license or otherwise transfer its rights and obligations under this application to any third party, nor may it permit or have in the Park or reserved area representatives, equipment or materials from persons, businesses or entities other than the Applicant's, unless approved in writing and in advance by the township, in the township's sole discretion.

F. Insurance

Applicant, at its sole expense, will carry and maintain during the event or use period, including set-up and removal, general liability insurance with limits no less than \$500,000 each occurrence, \$50,000 damage to rented premises, \$500,000 personal injury, and \$500,000 general aggregate. By signing this Application, Applicant warrants that such insurance is now in full force and will be effective for the Event or use period. **Proof of such required coverage must be provided prior to or on the date of the Event.**

G. Right to Cancel, Modify, Revise

The township retains the absolute right to, cancel, modify, amend, delete, or otherwise change or alter this Application or any provision hereof, at any time and at its sole discretion. Applicant's sole remedy against the township in the event of any such action by the township is to notify the township that Applicant objects to such at which time the township may terminate this Application and return all Application Fee received by the township. Applicant acknowledges and agrees that the return of Application Fee will be Applicant's sole and exclusive remedy for cancellation of this Application. Notwithstanding any other provision herein, the township reserves the absolute right to terminate this Application at any time, including without limitation during the rental term, if Applicant violates any provision of this Application. Upon such termination, the township will be entitled to pursue all legal and equitable remedies, including injunctive relief, to enforce such termination and to recover any and all damages resulting from Applicant's breach or violation of this Application.

H. Miscellaneous, Choice of Law and Venue

Any failure by any of the parties to comply with any of the obligations, agreements, or conditions set forth in this Application may be waived by the other party, but any such waiver shall not be deemed a waiver of any other obligations or conditions contained in this Application. A representative signing this document on behalf of an entity warrants that he or she has full authority to sign this document. This Application shall be construed and governed under the laws and jurisdiction of Ohio. If any provision of this Application is held to be illegal, invalid, or unenforceable, such provision shall be severable and the remaining provisions of this Application shall remain in full force and effect. If a lawsuit is filed with respect to this Application, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs. This Application may not be altered, amended, or modified except by written instrument signed by all parties.

This Application shall become contractually effective when signed by Applicant and accepted by the township.

Applicant Information:

Name (Print):

Address:

Phone:

Email:

Signature:

Date:

Township Approval:

Date: