



6. **RESPONSIBILITY FOR DAMAGES.** The City shall not be held liable for loss, exchange or theft and/or damage to persons property, accidents or injuries of the Licensee, its agents and guests while using the Shelter. Any activities taking part during the rental time shall be under the sole direct supervision and control of Licensee or its designated representative. Further, Licensee must leave the Shelter in the same condition as when it was occupied by Licensee. Licensee is solely responsible for the payment of any damages, replacement cost of damaged equipment, special cleaning fees, accommodations, or material furnished or loaned by the City, including time and materials furnished by the City in repairing any damage which is the responsibility of Licensee under this agreement.

7. **COMPLIANCE WITH ALL LAWS.** Licensee shall comply with all federal, state and local laws, including the Codified Ordinances of the City, which are available on the City's website or at the Parks & Recreation Department Office, 1515 Goodale Blvd., Grandview Heights, Ohio 43212. The City reserves the right to monitor the Shelter or investigate complaints of noise or disorderly conduct.

8. **BREACH BY LICENSEE/REFUNDS:** Failure of Licensee to make payment or to perform in accordance with the terms of this Agreement, including non-payment, shall cancel Licensee's rights to use the Shelter. Failing to fully comply with this Agreement will be grounds for refusing Licensee the future right to use of the facilities.

9. **CANCELLATION POLICY:**  
**IF THE CITY OF GRANDVIEW HEIGHTS CANCELS** for reasons other than acts of war, acts of God, labor strike, inevitable road closures, or other unforeseeable circumstances beyond the control of the City, a full refund is issued. The City reserves the right to cancel any Shelter agreement for good cause. All cancellations shall be confirmed by email or in writing.

**IF YOU CANCEL** – To cancel this Agreement, the Licensee must contact the Grandview Heights Parks & Recreation Department offices (614-488-3111). A refund (less 5% administration fee) shall be issued when the cancellation is made more than 90 days prior to the reservation date. A 50% refund shall be issued when the cancellation is made 30-89 days prior to the reservation date. No refund is given when the cancellation is made less than 30 days prior to the reservation date.

Refunds for emergency or hardship cases are made on a case-by-case basis. All decisions for a refund are at the discretion of the Parks & Recreation Director.

10. **LIMITATION OF LIABILITY FOR CITY'S FAILURE OF PERFORMANCE:** The City shall not be responsible or liable for any damages or costs resulting from the City's failure to provide the Licensee with use of the Shelter on the scheduled date(s) or time(s). In such an event, the City's only responsibility to provide the Licensee with a refund of the event charge, or to attempt to reschedule the event.

11. **RELEASE AND INDEMNIFICATION:** As additional consideration for the City's grant of the right to use the Shelter, Licensee for itself and on behalf of its members, players/guests and their heirs, administrators and assigns, which Licensee represents it has authority to bind, hereby release and agrees to indemnify, defend and hold harmless the City and its elected and appointed officials, employees, volunteers and agents, for 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 Shelter. Licensee hereby waives any right or claim against the City for any property damage (whether caused by negligence or other condition of the Shelter or any part thereof).

12. **RULES GOVERNING SHELTER AND PARK USE:** Licensee shall abide by all Shelter rules and shall ensure that attendees also abide by the Shelter rules, a copy of which is attached hereto.

13. **LIMITATIONS:** Licensee shall be personally responsible for performance under this Agreement, and all work performed by any contracted service provider shall be at Licensee's expense and Licensee shall be fully responsible for any acts or omissions and compliance with this Agreement by such providers. If a contracted service provider is to be used by Licensee for the rental event, Licensee shall notify the City not fewer than 15 days prior the event, noting the subcontractor's services and list of employees, staff or agents and contact information.

14. **SHELTER EQUIPMENT.**

- A. Tables and chairs must remain indoors or on the patios. Any furniture moved outside must be brought back inside, Chairs and tables should be wiped clean at the conclusion of the event. All decorations must be removed.
- B. **NAILS, TACKS, TAPE AND STAPLES ARE NOT ALLOWED.** You may use wire or other non-marking methods of securing decorations.
- C. No confetti, glitter, sand, rice, birdseed or fireworks are allowed.
- D. Open flames, except for candles protected by a votive holder or hurricane globe or for the use of a unity candle, are prohibited.
- E. Catering kitchen includes counter space, microwave, refrigerator and sink. No other kitchen supplies are provided and there is **NO COOKING** permitted inside the Shelter. The kitchen is for storage of off-site prepared foods and beverages, serving, and clean-up only. Warming dishes are permitted (i.e. crock pots, chafing dishes).
- F. The Shelter has available public wifi access.
- G. The rate includes only the Shelter and immediate adjacent grounds, and does not constitute a rental of Wyman Woods park.
- H. Animals are not permitted in the Shelter, except for service animals.
- I. Events scheduled for the Shelter are held rain or shine. In the event of inclement weather, Licensee must plan accordingly and comply with City code for occupancy and fire regulations.
- J. This Agreement cannot be modified in any way except by a written document signed by both parties.

15. **COPYRIGHTS AND PROPRIETARY MATERIALS:** Licensee shall obtain all necessary permissions and shall pay all costs and fees arising from the use of any copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event (including but not limited to BMI, ASCAP, etc.). Licensee shall indemnify, defend and hold City harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such materials or any claim of infringement or violation of the rights of the owner.

16. **MISCELLANEOUS** This Agreement shall be governed by the laws of the State of Ohio. This Agreement constitutes the entire understanding between the parties and supersedes all prior oral and written agreements and communications between the parties. Neither this Agreement nor the right to use the Shelter may be assigned or transferred in whole or in part by the Licensee.

