



CITY OF GRANDVIEW HEIGHTS
PARKS & RECREATION DEPARTMENT

W.W. Williams Shelter at Wyman Woods License Agreement

This License Agreement (“the Agreement”) is made this _____ day of _____, 20__ by _____ and _____ between the City of Grandview Heights (“the City”) and _____ (“Licensee”), in consideration of the promises and payment described below.

1. **GRANT OF LICENSEE:** The City hereby grants the Licensee the use of the W.W. Williams Shelter at Wyman Woods (“the Shelter”) during the specified time(s) and date(s) for recreation and/or social activities, subject to this Agreement. This Agreement covers the use of the Shelter only. The City reserves the right to deny use of the Shelter to, or to remove, individuals or organizations that a) conduct or advocate illegal activity, b) violate the terms of this Agreement, or c) violate any federal, state or local laws while using the Shelter. No money or tickets can be exchanged or collected on the premises. The facility is not to be used for money making ventures. Games of chance, including raffles, are specifically prohibited by city code.

2. **EVENT RATES:** The rates to be paid by the Licensee are:

- | | | | |
|-----------|-----------------------|---|----------------------------------|
| A. | Resident Rates: | \$200.00/reservation
\$300.00/reservation | Mon.-Thurs.
Fri., Sat. & Sun. |
| B. | Non-Resident Rates: | \$400.00/reservation
\$600.00/reservation | Mon.-Thurs.
Fri., Sat. & Sun. |
| C. | Non-Profit Rates: | Grandview Heights and Marble Cliff based non-profit community organizations, as determined and approved by the Parks & Recreation Director, may be eligible for a 25% discount. A current copy of the 501(c) 3 Charitable/Non-Profit status must be provided at time agreement is signed. | |
| D. | Business Rates: | Businesses located within Grandview Heights and Marble Cliff as determined and approved by the Parks & Recreation Director may be eligible for Resident Rates. A current W-9 must be provided by the business owner at the time agreement is signed. | |
| E. | Additional Hour Rate: | \$50.00/per hour – Resident
\$75.00/per hour – Non-Resident | |
| F. | AV Package Rate: | \$50.00/reservation – Resident & Non-Resident | |

The event rate is payable in full at the time the reservation is made. Reservations can be paid in cash, check or MasterCard, Visa or Discover. Failure of Licensee to make this payment will terminate this Agreement. Licensee must be at least 18 years or older to sign the Agreement.

3. **ACCESS TO SHELTER.** Parks and Recreation staff will email you a week before your reservation a keycode and instructions to enter the facility. Upon entrance the door will unlock and remain unlocked until your rental time has expired. **DO NOT SHARE YOUR KEY CODE.** If you need to change your rental times, please contact the

Updated 1/1/2024

Parks and Recreation Department no later than 48 hours before your rental date. If you experience issues during your rental or the punch code doesn't work, please contact the Parks and Recreation Department at 614.488.3111 during regular business hours Monday – Friday, 8:00a – 4:00p or after hours the Grandview Heights Non-Emergency line at 614.488.7901.

4. **SHELTER HOURS:** The Shelter is available from 8:00am to 11:00pm. Your reservation is for a maximum of 8 hours, which includes time for set-up and clean-up. All events must end by 10:00pm; up to 1 hour of clean-up is permitted until 11:00pm. Additional hours may be purchased for \$50/per hour for Residents and \$75/per hour Non-Resident.

5. **ALCOHOL:** A special permit is needed from the City of Grandview Heights and a \$250 service fee must be paid by the renter in order to have alcohol in the Shelter. Please contact Grandview Heights Parks & Recreation Department for information on obtaining a permit for alcohol or apply for permit online at grandviewheights.recdesk.com/Community/Home.

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 10% 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

Updated 1/1/2024

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 MISCELLANEOUS:**

- 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. Food trucks are not permitted unless authorized in writing by the Parks and Recreation Director.
- G. Audio visual equipment rental is available for an additional fee. Equipment includes two mounted 70" televisions, wall mounted speakers, and wireless microphone and/or lapel.
- H. The Shelter has available public Wi-Fi access.
- I. The rate includes only the Shelter and immediate adjacent grounds and does not constitute a rental of Wyman Woods Park.
- J. Animals are not permitted in the Shelter, except for service animals.
- K. 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.
- L. 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.

SCHEDULE OF CHARGES:

Day & Date _____ Arrival _____ Departure _____ Balance _____
 Of Event: _____ Time: _____ Time: _____ Due: \$ _____

Alcohol Permit Fee if Due: \$ _____

Extra Hours Fee if Due: \$ _____

AV Package Fee if Due: \$ _____

Total Balance Due: \$ _____

Balanced Paid Amount: \$ _____

Balance Paid Date: _____

Will you have alcohol at your event? YES__ NO_____
If yes, you must obtain an Alcohol Service Agreement and pay the additional service fee.

***Contracted service providers and supplies may not arrive earlier or leave later than the Licensee times on this contract.**

INITIAL: _____ STAFF INITIALS: _____

Purpose of Event: _____ Head Count: _____

Event Start Time: _____ Event End Time: _____

By signing below: Licensee represents that he or she had read and agrees to be fully bound by the terms of this Agreement.

LICENSEE:

 Signature of Individual Licensee _____ Date
 Responsible for Payments & Damages (no organization involved) Or

 Signature & Title of Organization _____ Date

 Name of League, Club, Team or Organization
 Responsible for Payments & Damages

 Parks & Recreation Director or Designee _____
 Date

The template for this contract has been approved to form by the City Attorney.

Please provide your contact information to right.

Contact Information
Name: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Cell Phone: _____
E-mail: _____