

# RENTAL LEASE AGREEMENT FOR USE OF LIVINGSTON LODGE

**THIS RENTAL LEASE AGREEMENT MUST BE RETURNED TO THE VILLAGE OF INDIAN HILL WITHIN 14 DAYS OF MAKING YOUR RESERVATION**

Village of Indian Hill  
6525 Drake Road  
Cincinnati, Ohio 45243

**I hereby apply for the use of Livingston Lodge as follows:**

Date(s) Requested: \_\_\_\_\_ Time Requested: \_\_\_\_\_

Number of Persons Attending: \_\_\_\_\_ Resident:  Non-Resident:

Type of Occasion / Activities Planned:

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**Lessee's Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (home): \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

***Alternate Contact Person:***

Name: \_\_\_\_\_

Phone (home): \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Lessee shall abide by the rules and regulations set forth in this Rental Lease Agreement and to assume responsibility for the appearance and condition of the rented facility. Renters must adhere to all occupancy regulations.

Lessee shall pay a rental fee in the amount of \$350.00 for Residents or \$500.00 for Non-Residents for the use of Livingston Lodge (check or money orders only). Lessee, shall additionally provide a separate check for the sum of \$200.00 to the Village of Indian Hill in the form of a Security Deposit, which will be returned after use of the Lodge providing subsequent inspection by a Village of Indian Hill staff member reveals no damage or excess cleaning is required at the conclusion of the rental period. Rental of the Lodge is for the date specified on this Rental Lease Agreement. The Lodge may be rented out the date before if additional time is required. A 10% discount off the

total price will be offered for two-day rentals. Rental hours are between 10:00 a.m. to 1:00 a.m. The times set above for the use of the Lodge cannot be changed without prior approval.

The Village of Indian Hill makes no warranties to the Lessee as to the fitness of the facility for a particular purpose and the Lessee has contracted use of the facility after having the opportunity to examine the same and assumes full knowledge of the same.

## **RENTAL & USAGE GUIDELINES**

**Please initial after reading each paragraph:**

### **1) POLICE PATROL \_\_\_\_\_**

Village of Indian Hill staff will have access to any rented space during the rental period provided the activities of the Village of Indian Hill personnel do not unreasonably interfere with the authorized activities of the renters. Lessee agrees that the area around Livingston Lodge and Camp Livingston Park will be patrolled by the Indian Hill Rangers as determined by the Chief of Police. In the event that the Chief of Police or the Police Officer in charge at the time determines that additional patrolling is necessary, an additional charge of \$125.00 will be assessed to the Lessee.

In the event that a function and/or attendees create a danger or injury to persons or damage to property or that any of the information given on the Rental Lease Agreement and the Indemnity Agreement is false or misleading, or that Village Regulations relating to the Lodge are not being adhered to, the Indian Hill Rangers will immediately terminate the function and clear the premises. The Lessee shall comply and assist the Rangers in the event of termination of the function. Lessee understands the Indian Hill Rangers may terminate, upon just cause, any function at any time without a refund.

### **2) CHARGE OF ADMISSION \_\_\_\_\_**

Lessee shall not solicit funds for private gain. Lessee is not permitted to solicit any individuals or groups using the facility other than members of their own party. Lessee may not charge admission to attend the function except for the benefit of a charity or non-profit organization and when prior written approval is received from the Village of Indian Hill. Games of chance may not be operated in the facility.

### **3) SALE OF INTOXICATING BEVERAGES \_\_\_\_\_**

Livingston Lodge is NOT a licensed premise with the State of Ohio. While no liquor permit is required for a "private party" where attendees are only invited guests, and no fee is collected or charged for attendance of the event or for the alcohol, a liquor permit is required if a qualified organization intends to provide beer, wine, mixed beverages, or liquor either for sale by the drink or through the use of a cash bar, or another fee that will gain entrance into the event (e.g. tickets, entrance fees, seminar fees, door charges, donations, raffles, silent auctions or any other similar charges are required of attendees to attend the event).

If alcohol is being sold, in any manner as referenced above, the Lessee is to contact the Ohio Division of Liquor Control for applicable liquor permit requirements. It is the responsibility of the Lessee to obtain liquor privileges from the Ohio Division of Liquor Control, if required for the intended event, prior to the event and prior to selling or furnishing alcohol at the event, and shall provide the Village with a copy of such liquor permit in advance of the event date.

Alcoholic beverages are restricted to inside Livingston Lodge and the rear patio only. Alcohol is not permitted elsewhere outside or in Camp Livingston Park. It is the Lessee's responsibility to be informed of,

familiar with, and abide by all federal, state, and local rules regarding the sale or furnishing of alcohol and to inform their guests of the rules and regulations. The Lessee shall comply with all applicable laws, including but not limited to those pertaining to permitting, purchase of alcohol, sale and furnishing of alcohol, keeping all alcohol in designated areas, operating under a liquor permit and the sales tax reporting and filing requirements.

If alcoholic beverages WILL be sold, furnished or consumed, the Lessee shall obtain and maintain for the duration of the event liability insurance per the specifications found within the Indemnity Agreement. Proof of liability insurance naming the Village of Indian Hill as an additional insured must be provided in advance of the event date. The Village of Indian Hill staff and Indian Hill Rangers reserve the right to control any and all alcohol consumption.

**4) FURNISHING INTOXICATING BEVERAGES TO MINORS UNDER AGE 21 PROHIBITED \_\_\_\_\_**

Lessee shall not sell, furnish, cause to be furnished, allow to be furnished, or permit the consumption of any intoxicating beverages to minors under the age of twenty-one (21). Each minor shall be accompanied by a responsible adult at all events at which intoxicating beverages are furnished or consumed. Lessee agrees to implement appropriate safeguards, including requiring photo identification, to ensure compliance with this requirement.

**5) FURNISHING INTOXICATING BEVERAGES TO CERTAIN PERSONS PROHIBITED \_\_\_\_\_**

Lessee shall agree not to furnish or cause to be furnished or allow to be furnished any intoxicating beverages to intoxicated persons, habitual alcoholics or people to whom the Ohio Division of Liquor Control has prohibited the sale of intoxicating beverages.

**6) FURNISHING OF ALCOHOLIC BEVERAGES WILL CEASE NO LATER THAN 12:30 A.M. \_\_\_\_\_**

All alcohol beverage service must end 30 minutes prior to the end of the event. All events must end no later than 1:00 a.m.

**7) ATTENDANCE OF APPLICANT \_\_\_\_\_**

The applicant who has rented Livingston Lodge must be in attendance throughout the full rental period.

**8) SMOKE FREE \_\_\_\_\_**

All facilities are smoke free. Smoking is prohibited within 50 feet of any entrance or exit door.

**9) LEGAL OCCUPANCY \_\_\_\_\_**

The legal occupancy of Livingston Lodge is: 125 persons if tables and chairs are set-up or 350 persons standing room only. Lessee agrees that all aisles leading to exit doors must remain clear and unobstructed so doors can be readily opened. The Lessee is responsible for setting up tables and chairs. Lessee understands all tables and chairs provided must remain in the Lodge, and are NOT to be taken outside. Upon the conclusion of the event, tables and chairs shall remain set-up as they must be washed before storing. This service is included in the rental fee.

**10) FOOD \_\_\_\_\_**

All food to be used at Livingston Lodge must be prepared off site. The Lodge kitchenette is to be used for staging, plating and organizing only. Hot water or ice should NOT be disposed of on lawn areas.

**11) TENTS \_\_\_\_\_**

Tents and canopies are permitted at Livingston Lodge but require a temporary building permit. These permits can be arranged by contacting the Assistant City Manager at (513) 561-6500. The required permit must be returned with the Rental Lease Agreement and Indemnity Agreement no later than 14 days prior to the event date. Outdoor amplified music is not permitted at Livingston Lodge.

**12) FOOD TRUCKS/MOBILE FOOD UNITS \_\_\_\_\_**

Lessee may utilize up to two (2) food trucks to provide food services at Livingston Lodge provided that (i) each food truck shall be pre-approved by the Village of Indian Hill and provide to the Village a valid certificate of insurance with the Village of Indian Hill listed as an additional insured along with the food trucks health department food service operation license, (ii) the food trucks may only be parked on the designated parking area as determined by the Village of Indian Hill, (iii) Lessee shall be responsible for ensuring that the food truck area remains free of debris and trash while, and immediately following, the Event, (iv) the food trucks shall not dump grease or grey water into storm sewers, dumpsters, trash containers, etc., (v) the food trucks shall not interfere with the use of Camp Livingston Park, and (vi) the food trucks shall not sell or serve alcoholic beverages. The Village of Indian Hill shall have the right to immediately require the removal of any food trucks/mobile food units if any of these terms are violated.

**13) DECORATIONS \_\_\_\_\_**

Lessee may not attach any fixtures, change, alter or make additions to the walls, doors, windows, floors, fireplace or ceilings of the Lodge. Candles may be used if they are enclosed within a holder made of non-flammable materials. Restricted items include: glitter of any kind, silly string spray, thumb tacks, staples, duct tape and nails on any wood surfaces. No smoke effects, fog machines, explosives, sky lantern, fire balloons, or pyrotechnics are allowed in or around the facility.

**14) PARKING \_\_\_\_\_**

The parking areas located adjacent to Livingston Lodge are designated for use by patrons of both Livingston Lodge and Camp Livingston Park. Please note this is a public park and there may be other activities taking place at the same time as your event. Parking may be limited. Parking spaces cannot be reserved and are available on a first come, first served basis for functions at either facility. During spring and fall soccer seasons (April through Mid-June and August through October) it will be necessary for renters of Livingston Lodge to share usage of the parking facilities with those attending sporting events. Absolutely no vehicles are to be driven or parked on the grass or walkways.

**15) POST-EVENT CLEAN-UP \_\_\_\_\_**

Lessee must leave facility clean and free of trash and hazardous materials and are responsible for removal of all decorations at the end of the event. All garbage must be bagged and placed in the proper container area outside by the kitchen door. All materials and personal belongings must be removed from premises at the end of the renter's function. Any area not left in proper order and repair will be cleaned and repaired by the Village of Indian Hill as necessary and the Lessee agrees to be billed and shall be liable for any and all costs.

The Village of Indian Hill is no way responsible for lost or damaged items left on premises after the conclusion of the renter's function.

**16) MARKETING MATERIALS \_\_\_\_\_**

The Lessee will not use Village of Indian Hill or Livingston Lodge name on any materials in a manner that implies the Village of Indian Hill is a sponsor/co-sponsor or in any way affiliated with the renter's group. The Village of Indian Hill or Livingston Lodge name may be used only for reference of event location.

**17) USE OF PROVIDED WI-FI \_\_\_\_\_**

By using Village of Indian Hill internet service (“Service”), Lessee hereby expressly acknowledges and agrees that there is significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your device connected to the Service.

Accordingly, Lessee agrees that the owner and provider of this network and Service, is NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.

If abnormal, illegal, or unauthorized behavior is detected, including heavy consumption of bandwidth, the Service provider reserves the right to permanently disconnect the offending device from the wireless network.

Livingston Lodge Wi-Fi network is 9350 and the password is mqrewpxz.

**18) CANCELLATION \_\_\_\_\_**

Cancellation of reservation must occur 30 days or more prior to the event date. If cancelled within 30 days of the event, or if full payment is not received two weeks in advance of the event date, the reservation will be cancelled, and Livingston Lodge may be rented to another party. If a new party is found, the Security Deposit will be returned promptly less a \$25.00 administration fee. If no party is found to rent Livingston Lodge, the reservation Security Deposit will be forfeited in full.

**19) SECURITY DEPOSIT REFUND \_\_\_\_\_**

Following checkout, Livingston Lodge will be cleaned and inspected for missing or damaged property. Any cost incurred to correct deficiencies will be deducted from the Security Deposit, and the balance will be promptly returned. If damages amount to more than the Security Deposit the responsible person will be notified as to the amount and invoiced for payment. Failure to make restitution for damages in excess of the Security Deposit will result in legal action.

**20) CONTACT INFORMATION \_\_\_\_\_**

Administrative office hours are 7:00 a.m. to 3:30 p.m., Monday through Friday. Office phone number is (513) 831-3712.

In case of emergency, dial 9-1-1.

If Lessee has any problems during their rental with the Lodge, grounds or building, air conditioning, heating, electric, etc., please contact the Indian Hill Rangers Non-Emergency phone number at (513) 561-7000.

As Lessee of Livingston Lodge, I understand that I may be liable under the theory of Social Host Liability for furnishing alcohol to an individual when there is a foreseeable risk of injury and me, the provider, know that the amount of consumption will produce intoxication and that the individual will be operating a motor vehicle.

As Lessee of Livingston Lodge, I hereby declare my understanding and agreement to abide by each and every rule set forth above. I am at least twenty-five (25) years of age.

\_\_\_\_\_  
**Signature (Applicant / Lessee)**

\_\_\_\_\_  
**Signature (Village of Indian Hill Representative)**

\_\_\_\_\_  
**Name of Applicant / Lessee (print/type)**

\_\_\_\_\_  
**Name (print/type)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Please mail completed form(s) and payment to:**

**Village of Indian  
ATTN: Livingston Lodge  
6525 Drake Road  
Cincinnati, OH 45243**

**Please make checks payable to: Village of Indian Hill**

# INDEMNITY AGREEMENT

Village of Indian Hill  
6525 Drake Road  
Cincinnati, Ohio 45243

## Hold Harmless:

Lessee hereby agrees to hold harmless, indemnify and defend the Village of Indian Hill, its officers, employees, agents and volunteers against any and all liability, claims or actions, losses, damages or expenses, including attorneys' fees, arising out of the Lessee's lease of Livingston Lodge, excluding, however, such liability, claims, losses, damages or expenses arising out of the Village's sole negligence. In the event that an act of God or nature, including but not limited to: damages caused by fire, power failures, or other disturbance of nature such as tornadoes, floods, high winds, etc., that would prevent the use of the property, the Village will not be responsible for any losses or damages associated with such cancellation. The Village does reserve the right to cancel due to such conditions.

## Alcoholic Beverages:

This is to advise the Village that our **(name of function)** \_\_\_\_\_ to be held at Livingston Lodge, 9350 Given Road on **(date(s) of event)** \_\_\_\_\_ **WILL / WILL NOT** (*circle one*) involve the sale, furnishing or consumption of alcoholic beverages.

If alcoholic beverages WILL be sold, furnished or consumed, the Lessee shall obtain and maintain for the duration of the event insurance per the specifications below.

## Insurance Requirements:

General Liability insurance providing coverage at least as broad as Insurance Services Office Form CG 00 01, covering Host Liquor Liability, bodily injury and property damage arising out of the rental of the facility and the activities of the Lessee, his/her guests, employees and representatives. Such coverage shall have limits no less than \$1,000,000 per occurrence.

Additional Insureds/ Primary Coverage: The Lessee shall be the named insured (no third parties are acceptable). The Lessee shall obtain the endorsements necessary to name the Village of Indian Hill, its officers, employees, agents and volunteers as Additional Insureds. Such coverage shall be Primary and Non-Contributing coverage as respects the Village, its officers, employees, agents and volunteers.

Notice of Cancellation: Each insurance policy required herein shall provide that coverage shall not be cancelled, except with prior notice to the Village. If Lessee receives a notice of cancellation or material change, Lessee shall immediately notify the Village.

Verification of Coverage: Lessee shall submit with the application a Certificate of Insurance or such other documents as the Village deems appropriate to verify compliance with these insurance requirements. The Village reserves the right to require copies of policies and endorsements at any time.

Homeowner's Insurance: In some cases, the Lessee's homeowner's insurance may provide sufficient coverage. Lessee is advised to present these requirements to his/her insurance agent to confirm compliance with these specifications and provide evidence of coverage.

**Special Events Coverage:**

Special Events Coverage is available to the Lessee through the Village's insurer for an additional fee to provide liability insurance required by this Agreement. Lessee can obtain additional information and cost from the Village.

If you have any questions regarding this required information, please contact the Village of Indian Hill Public Works Department at (513) 831-3712.

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**Signature (Applicant / Lessee)**

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**Signature (Village of Indian Hill Representative)**

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**Name of Applicant / Lessee (print/type)**

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**Name (print/type)**

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**Date**

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**Date**