

City Hall Rotunda Facility Use Agreement

A) AVAILABILITY

The City Hall Rotunda is only available for Events at the following days and times:

Monday thru Friday	6:00 p.m. – 12:00 a.m.
Saturday and Sunday	8:00 a.m. – 12:00 a.m.

B) RESERVATIONS

1. Renters desirous of using the Facility for an Event should make reservations well before, but not less than two weeks prior to, the intended date of use.
2. The Facility is not considered reserved until Renter delivers to the Director of Public Works, or designee, (1) the completed Facility Use Application, (2) the signed Facility Use Agreement (“Agreement”), and (3) the \$500 non-refundable deposit.
3. The Renter is not authorized to use the Facility until the Renter delivers (1) the balance of the rental fee, (2) a certificate of insurance evidencing the required coverage and limits, (3) written evidence documenting all necessary permits and licenses, and (4) any other items deemed necessary by the Director of Public Works; and the Director of Public Works approves the Agreement in writing and returns a copy of the fully approved Agreement to the Renter.
4. A person who is at least eighteen (18) years of age must sign this Agreement as, or on the behalf of, Renter. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this Agreement as, or on the behalf of, Renter.
5. Renter is responsible for securing all required permits and licenses.
6. The Facility shall be used for the purpose stated in this Agreement and no other use will be permitted.
7. Renter shall not use the City of Cleveland’s name or property to suggest endorsement or sponsorship of the event without prior written approval of the Director of Public Works or his/her designee. Renter’s publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any City of Cleveland officers, employees, or agents to enter and inspect the event described in this Agreement, which grants to Renter only the rights and privileges expressly included herein and does not create a transfer of any interest in real estate.
9. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter is authorized to use the Facility.

C) FEES

1. The Use of the City Hall Rotunda requires payment of a Rental Fee, which includes a non-refundable \$500.00 deposit (due at time of reservation) from Renter. Rental Fees are as follows:

\$2,750.00 for 8-hours or \$1,375.00 for 4 hours (includes the \$500.00 non-refundable deposit). Services include custodial, guards (provided to maintain integrity of City of Cleveland Property), HVAC, lighting.

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Optional Parking

The Willard Parking may be available to rent for your function. If available, the rates are as follows:

Parking Garage Rental Per Day: \$450 per day on weekends (Saturday/Sunday)

Weekdays reduced cost \$3.00 per vehicle (Monday-Friday)

2. All payments are to be made by certified check or money order ONLY. Personal checks, or Cash are not accepted. Checks are to be made out to the City of Cleveland (Rotunda).
3. The entire Rental Fee is due no later than (60) days prior to the scheduled event. If rental fees are not received prior to sixty (60) days of the scheduled event, the reservation will be cancelled and all fees paid to date, less the \$500.00 deposit will be refunded
4. If the Event is cancelled for any reason, including the Renter's failure to deliver the required insurance, permits, and licenses documentation described above, less than 60 days prior to the scheduled event, the fees paid to date will be refunded to the Renter at the following pro-rated scheduled amounts:
 - a) Event cancellation made 45 days prior to a scheduled event will qualify for a 75% refund of rental fee minus the \$500.00 deposit.
 - b) Event cancellation made 30 days prior to a scheduled event will qualify for a 50% refund of rental fee minus the \$500.00 deposit.
 - c) Event cancellation made with less than a 30 day notice forfeits all rental fees paid to date.
5. Reservations made within sixty (60) days of the scheduled event, must be paid in full by either certified check or money order only on the day the Facility Use Application is completed.
6. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair costs incurred by the City of Cleveland as a result of same and these costs shall be billed to Renter and due upon receipt.

D) EXCULPATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the City of Cleveland its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to any property arising at any time out of or in any way connected with Renter's use or occupancy of the Facility, including but not limited to the activities of Renter's contractors or other vendors.
2. Renter shall procure and maintain general liability insurance for the liability assumed in the preceding paragraph in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall identify the City of Cleveland its officers, employees, and agents as additional insured for the event. Renter shall deliver certificates evidencing such insurance to the City of Cleveland. Renter shall immediately notify the City upon any cancellation or any change of

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the insurance coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Director of Public Works may deny access to the Facility and cancel the event.

3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility to the Director of Public Works or his/her designee, in writing and as soon as practicable.
4. Renter waives any right of recovery against the City of Cleveland its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not attribute results of "acts of God" to the City of Cleveland, its officers, employees, or agents.
5. Renter waives any right of recovery against the City of Cleveland, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility, even if the City of Cleveland, its officers, employees, or agents seek recovery against Renter.
6. Renter waives any constitutional and statutory immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio for damages at common law or by statute for any injury, or occupational disease, or bodily condition, received or contracted by any of Renter's employees in the course of or arising out of their employment in connection with or incidental to, either directly or indirectly, the use, occupancy or condition of the Facility, or the activities on the City's property.
7. If the Renter should become entitled to claim damages from the City for any reason, the City's liability in the aggregate for all claims is limited to the amount of Renter's actual direct damages up to the amount of Rental Fees that the Renter has paid the City.
8. Renter certifies to have inspected the Facility and accepts it as-is and assumes all responsibility and liability for its condition and use.
9. The requirements of this Section D. shall survive the expiration, revocation, or earlier termination of this Agreement.

E) SECURITY

1. The Director of Public Works, at his/her sole discretion, may require a certain number of security officers that are Cleveland Police or Homeland Security Staff for the Event. Contact number for Homeland Security (216-664-3487). Renter shall be responsible for procuring and paying the security officers cost \$490.08.
2. Renter is solely responsible for supervising all individuals at the Facility the event. The City of Cleveland is not responsible for providing this supervision. However, the Director of Public Works or his/her designee may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way to the Facility or those that use it.

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F) SET UP / CLEAN UP / DECORATIONS

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the agreed upon time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
3. Renter must submit the Rotunda decoration design for the proposed Event to the Director of Public Works or his/her designee 30 days prior to Event. Failure to submit your plans may result in alterations of your planned set up.
4. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
5. Renter shall be responsible for all clean up of the Facility at the end of the rental. Renter shall pick up and bag all trash generated by all activity in any way connected with its use of the City Hall Rotunda, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, equipment, attachments, and other City property in the same condition as they were in prior to Renter commencing activities at the Facility.
6. Renter shall not store any equipment or materials at the Facility without the prior written approval of the Director of Public Works or his/her designee.
7. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter accepts liability for any and all janitorial and/or repair fees incurred by the City of Cleveland as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take City of Cleveland property outside of the Facility for any reason.
2. Renter shall not use City of Cleveland equipment, tools, or furnishings located in or about the Facility without the prior written approval of the Director of Public Works or his/her designee.
3. The City of Cleveland does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use upon the approval of the Director or his/her designee of their specifications and means of integration into existing Facility systems or utilities.
4. Renter shall secure the approval of the City of Cleveland before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the Director of Public Works or his/her designee.

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G. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
3. The "Facility" means the City Hall Rotunda and all adjoining City owned property, including the parking garage known as Willard Parking Garage.
4. Upon execution of this Agreement, the Application is incorporated herein Renter agrees to be bound by the Application as if fully restated in this Agreement.
5. Gambling of any kind is not permitted at the Facility.
6. Smoking is not permitted at the Facility.
7. No animals are permitted at the Facility, with the exception of guide dogs.
8. If Renter violates any part of this agreement or reports false information to the City of Cleveland, the Director of Public Works may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
9. The City of Cleveland may impose additional requirements as reasonably deemed necessary to protect the health, safety, and/or welfare of the community.
10. Any person aggrieved by the City of Cleveland's decision with respect to this agreement may appeal to the Director of Public Works or his/her designee in writing no later than five (5) days after the City of Cleveland's decision has been communicated to the aggrieved party.
11. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

City Hall Rotunda Facility Use Agreement

Signifying assent with the foregoing and warranting to have read it in entirety, Renter signed this agreement to use the Facility consisting, in part, of the City Hall Rotunda, 601 Lakeside Avenue, Cleveland, Ohio 44114. This Agreement is entered by the Director of Public Works, under the authority of Section 131.081 of the Codified Ordinances of Cleveland, Ohio, 1976, on this _____ day of _____ in the year _____.

Please read entire agreement before signing

Renter: _____

Signature _____

Print Name _____

Date _____

For office Use Only

Application Received: Date: _____ Initials _____

Application Approved: Date: _____ Initials _____

Deposit Received: Yes _____ Date: _____

Rental Amount Paid: _____ Date _____ Balance Due: _____

Balance Paid: _____ Date _____

Refund Amount _____ Date _____

Director's Approval: _____