

CLAGUE CABIN RENTAL AGREEMENT

A. TO BE COMPLETED BY RENTER:

- Name: _____
- Telephone: _____ (H) _____ (C)
- Address: _____
- E-mail: _____
- Type of Event: _____
- Number of Guests Expected: _____
(maximum capacity 80 people)
- Date of Rental: _____
- Time In: _____ Time Out: _____ (3 hour minimum)

B. TO BE COMPLETED BY OFFICE PERSONNEL:

- Rental Fee Paid: _____ (credit card, cash or check) _____ initials
- Security Deposit Paid: _____ (credit card only) _____ initials
- Rental fee & security deposit are to be paid in full at the time of booking.
- Security deposit will be refunded to the credit card on file on the 10th of the following month.

C. GENERAL TERMS AND CONDITIONS OF RENTAL:

1. **Rental Fees:** (3 hour minimum rental required- set up and clean up time must be included in hours of rental)
Monday – Thursday: \$25.00 per hour. Available from 9:00am-10:00pm
Friday – Saturday: \$35.00 per hour. Available from 9:00am- 11:00pm.
Sunday: \$35.00 per hour. Available from 9:00am- 10:00pm.
(a) **Renter Minimum Age Limit:** Reserving party must be twenty-one (21) years old and have a valid credit card and driver’s license or state identification card.
(b) **Proof of Residency:** Only City of Westlake residents may rent the Cabin. Renter shall provide proof of residency by supplying a valid Ohio driver’s license or one of the following:
 - (i.) Current utility bill in Renter’s name for Westlake residence; or
 - (ii.) State of Ohio identification card
2. **Security Deposit:** The rental fees in Section C (1.) above plus a \$200.00 security deposit will be authorized against Renter’s credit card at the time of rental. Unused security deposit authorizations will be released upon clearance from City Service Department that Cabin and property are in proper order.

3. **Damage Fee:** By signing this Agreement, Renter agrees that any costs resulting from vandalism, theft, damage to the Cabin or park grounds or need for excessive cleaning of the Cabin or park grounds in excess of the security deposit set forth in Section C (2.) herein will be charged to the Renter's credit card at full cost of cleaning, repair and/or current replacement, including labor and materials, removal and disposal, plus taxes and surcharges as applicable. Renter shall be responsible for actions of all guests and invitees of Renter.
4. **Cabin Capacity:** No more than eighty (80) people (including Renter) shall be permitted in the Cabin at any one time. **NO EXCEPTIONS.**
5. **Cancellation Policy:** In the event of cancellation by Renter, no refund of the rental fee above will be given unless the Cabin is subsequently re-rented for the full time period of this Rental Agreement. If City re-rents the Cabin, the security deposit and rental fee shall be returned minus a 10% administrative fee.
6. **Key Pick-up:** The Cabin keys will be located at the Westlake Police Department, 27300 Hilliard Boulevard, Westlake, Ohio (corner of Hilliard Boulevard and Dover Center Road, behind the Board of Education Building). Keys shall be picked up at the Westlake Police Department and promptly returned to the Westlake Police Department after rental period. ***Identification and copy of the Rental Agreement*** are required to be presented to Westlake Police Department personnel in order for keys to be released to Renter. Key may be picked up fifteen minutes prior to the rental time from Westlake Police Department.
7. **Lost or Stolen Items:** City is not responsible for lost or stolen items. City will make an effort to locate Renter to return items which have been forgotten after rental.
8. **Check In and Out Procedures:** Upon check in at Cabin, Renter shall immediately notify the Westlake Police Department by calling (440) 871-3311 to report any existing damage to Cabin upon entering and starting rental period. Prior to departure, Renter is responsible to gather all trash within Cabin, including restrooms and place all trash in dumpster provided outside of Cabin. Garbage should be properly bagged and placed so as to avoid spillage/leakage or damage to floors and carpeting. All lights shall be turned off upon exiting Cabin. Failure to exit the property and return the keys promptly at the established time as set forth herein will cause Renter to be charged an additional hourly rental fee of \$25.00 or \$35.00 per hour, depending on your contracted rate.
9. **Cabin Uses:** The Cabin may only be rented for private personal, non-profit gatherings including, but not limited to, birthday party, shower, reception, meeting, reunion. The Cabin shall not be rented for-profit making purposes nor shall Renter charge guests a fee for their attendance at the Cabin. Renter shall not sub-lease said Cabin.
10. **Rules & Regulations of Park/Cabin:** Renter shall comply with all rules and regulations set forth in WCOD Chapters 942 and 943 while on City property. Renter

shall be responsible for familiarizing him/herself with all rules and regulations prior to rental which can be found online at www.cityofwestlake.org - hard copies shall be provided upon request.

(a) **INTOXICATING BEVERAGES ARE PROHIBITED IN THE PARK OR CABIN.** This Ordinance is strictly enforced by the City.

(b) **No Smoking:** The Cabin is smoke-free and no smoking shall be permitted by Renter and/or guests.

(c) **Pets:** No pets shall be permitted inside the Cabin unless determined to be necessary as a service animal.

(d) Cabin rental includes use of the covered patio, but excludes use of all free standing picnic shelters.

11. Liability and Hold Harmless, Release and Indemnification: Renter and all guests and invitees of Renter use the Cabin at their own risk. City shall not be responsible or otherwise held liable in any way for injury to Renter or any guest or invitee of Renter while on the premises. No guarantees are express or implied regarding liability/compatibility of materials or contents or suitability for Renter's intended use of property. Renter hereby agrees to hold City harmless, release and indemnify City, its employees, agents and officials for any cost or expense whatsoever arising from or related to any claim, demand, suit or litigation which may arise out of or in connection with Renter and/or Renter's guests or invitees use and occupancy of the Cabin or park property or the failure of Renter or Renter's guests or invitees to observe all rules and regulations or local, state or federal laws.

12. Entire Agreement: This Agreement constitutes the entire Agreement between the City and Renter and there are no additional provisions, express or implied. This Agreement supersedes any and all previous agreements, oral or written, express or implied. Upon signing, Renter hereby acknowledges that he/she has read and understands the entire Agreement and accepts all terms and conditions without restrictions or exceptions.

13. Credit Card Charges: YOU ARE PROVIDING YOUR CREDIT CARD NUMBER AS GUARANTEE OF PAYMENT AND AGREE TO PAY ALL RENTAL FEES AND DAMAGE FEES, SECURITY DEPOSIT AND OTHER CHARGES SET FORTH HEREIN PURSUANT TO THE TERMS OF THIS AGREEMENT. YOU UNDERSTAND THAT THESE CHARGES WILL BE CHARGED TO YOUR CREDIT CARD. YOU AUTHORIZE THE CITY OF WESTLAKE TO CHARGE YOUR CREDIT CARD PURSUANT TO THIS AGREEMENT.

RENTER:

Printed Name of Renter/Cardholder

Date

Signature of Renter/Cardholder

Date