

**CANTON TOWNSHIP COMMUNITY PARKS  
RENTAL CONTRACT FOR USE OF PAVILION**

\_\_\_\_\_ **Faircrest Community Park**  
\_\_\_\_ Pavilion "A" \_\_\_\_\_ Pavilion "B"  
w/grill

\_\_\_\_\_ **Community Park (Oyer St, SE)**  
\_\_\_\_\_ with Electric

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This Contract is entered into by and between the Canton Township Board of Trustees (herein "Owner") and \_\_\_\_\_ (herein "Lessee").

**I. Date**

Lessee shall have use of the PAVILION from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_ (date). **PLEASE NOTE...Park is open to the public and use of the equipment, ball fields, etc., with the exception of the pavilion, is on a first come first serve basis.**

**II. Use of Facilities**

During the above stated time, Lessee and participants shall have the right to enter the Canton Township Park for the purpose of \_\_\_\_\_ (event) and for no other purpose. The conduct of this event and use of the facilities shall be in accordance with the terms of this contract and all township rules and regulations governing the Park. The use of this facility may be terminated at any time and for any reason by the Owner without recourse from Lessee.

**III. Hold Harmless & Indemnification**

Lessee shall indemnify, hold harmless and defend the township, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees and court costs.

**IV. Rental Fee and Deposit**

**FAIRCREST:**

A \$25.00 non-refundable rental fee and \$25.00 refundable security deposit are required for all events and for each pavilion from township residents. A \$50.00 non-refundable rental fee and \$25.00 refundable security deposit are required for all events and for each pavilion from out-of-township residents.

**COMMUNITY PARK:**

A \$50.00 non-refundable rental fee and \$25.00 refundable security deposit are required for all events for township residents. A \$75.00 non-refundable rental fee and \$25.00 refundable security deposit are required for all events for out-of-township residents.

The deposit for both parks will be refunded within thirty (30) days of the rental if Lessee is in compliance with all rules and regulations and the premises are left in the same condition as it was before the event, normal wear and tear accepted. The security deposit is due at the time the facility is reserved. Lessee hereby warrants the Lessee shall be personally responsible for the cost of repair of any damage over and above that covered by the security deposit. **Checks returned by the bank for insufficient funds will be charged \$20.00.**

**V. Cancellation Policy**

If cancellation is necessary, Lessee must cancel thirty (30) days in advance. Any changes in rental dates and times must be done in person.

**VI. Lost/Stolen Items**

Owner is not responsible or liable for any lost, damaged, or stolen items.

**VII. Miscellaneous**

This contract may not be assigned without the express written permission of the Owner. This contract shall be construed in accordance with the laws of the State of Ohio.

“Canton Township Community Parks exist for the benefit and use of the general public Canton Township Board of Trustees makes every attempt to ensure that reasonable care is taken to keep the park safe. The Undersigned acknowledges that the use of the Pavilion, and all park facilities, is at their own risk. As additional consideration for the Pavilion Rental, the Lessee, on behalf of myself, heirs, executors, assigns and guests, do hereby release, forgive and discharge any and all claims that may arise from the Pavilion Rental and use of park facilities and do hereby waive any and all claims, actions, demands that may arise therefrom, known or unknown, against the Canton Township Board of Trustees, the Canton Township Park Department, and any Trustee, Fiscal Officer, Administrator, Superintendent, employee, representative or agent of any of them.”

This Contract constitutes the entire agreement between the parties. No oral statements or representations survive the execution of this Contract.

Owner

Lessee

\_\_\_\_\_  
(as authorized by the Canton Township Board of Trustees)

\_\_\_\_\_

Lessee Information (please print)

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

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

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

Phone: (home) \_\_\_\_\_ (work) \_\_\_\_\_

Date of Rental \_\_\_\_\_ Number of People \_\_\_\_\_

Type of Activity \_\_\_\_\_



Security Deposit \$ \_\_\_\_\_ Date Received \_\_\_\_\_

Signature: \_\_\_\_\_