# TROTWOOD COMMUNITY & CULTURAL ARTS CENTER (TCCAC)
## RENTAL AGREEMENT

To reserve the Trotwood Community & Cultural Arts Center, complete this application and submit it along with any applicable fees to: City of Trotwood, Parks and Recreation Department, 3035 Olive Road, Trotwood, Ohio 45426

We can be reached at:  
**Office – 854-7228**  
**Fax – 837-0574**

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**YOU MUST BE 25 YEARS OF AGE OR OLDER TO RENTAL THIS FACILITY.**  
**PLEASE READ THE REGULATIONS AND STATEMENTS ON THE FOLLOWING PAGES OF THIS APPLICATION.**  
**YOUR SIGNATURE WILL BE REQUIRED**

### PLEASE PRINT LEGIBLY  
**TODAY’S DATE __________________**

<table>
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<tr>
<th>Event Date:</th>
<th>Time:</th>
<th>To</th>
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<tr>
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<td>_____ AM/PM</td>
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(Times may be adjusted, if approved in writing)

### Room(s) to be booked:  
<table>
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<tr>
<th>Estimated Guest Count:</th>
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### Name of Responsible Party:  
### Main Person of Contact:  
### Phone No:  
### Mailing Address:  
### City:  
### State:  
### Zip Code:  
### Email Address:  

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All reservations require a security deposit, which is refundable, if after inspection by City Staff the facility is deemed to be clean and in good condition.

### CHECK ONE (1) CATEGORY BELOW:

| ☐ Community/Multi-Purpose – Council Meeting Room: (With or without kitchen) |
| Security Deposit (for Council Room) - $300.00  
Sunday – Thursday  
Friday - Saturday  
Commercial Rental |
| ☐ $80.00 per hour  
☐ $100.00 per hour  
☐ $170.00 per hour |

| ☐ Large Conference Room (Broadmoor Suite & Olive Suite, Rooms A, B, C, D) |
| Security Deposit (for meeting rooms) - $100.00 |
| ☐ $75.00 per hour |

| ☐ Council Meeting (Chambers) Room |
| ☐ $60.00 per hour |

- Business Rates Available (Monday-Friday, 10:00A - 4:30P)  
- Trotwood Residents receive a 20% discount  
- Non Profits receive a 15% discount
1.) **RENTAL OF EVENT SPACE:** In order to reserve an event space, a refundable fee of $___________ and a signed Rental Agreement are required at the time of booking. An accurate attendance number for all events must be given by the authorized representative to ________________ five (5) days in advance of the event. This rental agreement only pertains to rental of the event space.

2.) **ROOM RENTALS:** Rooms are available for the time confirmed only. All events are subject to room rental charges. Room rental rates are attached.

In the event your attendance, times and dates change, we reserve the right to relocate your group to another room. In such case, the undersigned will be notified of the planned changes in advance, if possible. Room rentals are for a ____- hour time frame. An additional hourly fee will apply, if any part of an additional hour over the original time frame is exceeded.

Trotwood residents shall receive a twenty percent (20%) discount on room rental rates. In order to qualify for a resident discount, this-Rental Agreement must be signed by a Trotwood resident, with proof of address and full deposit being furnished by the undersigned at the time of signing this Agreement. Regardless of who is hosting the event, the undersigned is liable for all obligations and/or duties in this agreement.

3.) **PRICES:** Prices are subject to change without notice.

4.) **DATE CHANGE:** If the undersigned chooses to change the event to a different date, the undersigned must provide written notification of the proposed date change to Event Management at least ninety (90) days prior to the original event date.

If another event can be booked to the original date, 100% of the original rental fee will be applied to the new event date. If another event cannot be booked on the original date, 50% of the original rental fee will be applied to the new date.

If the undersigned does not provide at least ninety (90) days’ notice of the desire to change the event to a new date, no portion of the original rental fee will be applied to a new event date. If an event is changed to a new date, a new rental agreement must be signed and any deposit required must be paid at the time the new rental agreement is signed to secure the new event date.

5.) **DAMAGES:** The undersigned shall exercise due care in the use and maintenance of the TCCAC facility, keeping it in good repair and in a condition equivalent in all respects to that in which it was received by the undersigned. If damages to the property occur, the undersigned agrees to indemnify and fully pay and reimburse for any and all costs of repair and/or replacement of damaged premises and/or property, TCCAC property, equipment and facilities of TCCAC which are in any way damaged, destroyed or otherwise defaced or injured by the undersigned or their agents, guests and/or invitees. TCCAC reserves the right to require a refundable deposit of up to $300, or TCCAC may keep a credit card on file to which charges for damages and cleanup will be applied. Any deposit will be held for up to thirty (30) business days following the event.

6.) **FOOD AND BEVERAGE:** Food may be served at the facility. The Renter may warm up food for service, but in no case shall food be cooked using oil by Renter anywhere in the building or outside the building.

The distribution of alcohol is strictly prohibited without an Ohio liquor license. *Event Management retains exclusive rights for all ordering and service of alcohol at this Facility.*
7.) **DECORATIONS:** If the decorations will be provided by and installed by the undersigned or its representatives, all plans for decorating any space within TCCAC shall be submitted for approval. If another person (under your accountability) in your party is to assume this responsibility, we must be notified of that person’s name prior to the event. If you contract with an outside vendor for services/products, you are responsible for delivery and return of those goods. TCCAC assumes no responsibility for any outside vendor’s services, products or equipment.

No decorations are to be installed without prior approval. Fastening decorations of any kind on the walls or elsewhere is prohibited. No glitter, sparkles, sequins, confetti, rice, or flower petals of any kind may be used within TCCAC or on its premises. If any time is fastened to the wall or elsewhere, or if glitter, sparkles, sequins, confetti, rice, flower petals, etc., are used before, during or after an event, an amount not less than $300 will be charged to the undersigned to cover the costs of cleanup and repairs. If cleanup and repair costs total more than $300, the full cost will be charged to the undersigned. Candles and open flames are strictly prohibited. Other restricted items in and around the facility include: smoke effects, fog machines, explosives, sky lantern fire balloons, foam materials and pyrotechnics.

All decorations must be removed from TCCAC by 12:00 midnight on the day of the event, unless prior written approval has been given. Should the installed decorations remain after that time, an additional rental fee will be charged of no less than $200 and is subject to TCCAC’s removal and discarding of materials. Additional charges may also apply.

Reserved times for installation of decorations must be scheduled with TCCAC at least two (2) weeks in advance of the event. If no event is scheduled to occur the day before your scheduled event, then a 2-hour block of time may be reserved the day before your scheduled event for installation of decorations. However, this is at the sole discretion of TCCAC and is not automatically included in the facility fees.

8.) **PERFORMANCE OF THE AGREEMENT:** This Agreement between TCCAC and the undersigned is contingent upon the ability of TCCAC’s management to complete the same and is subject to labor disputes, accidents, government regulations, restrictions upon travel, transportation, food, beverage or supplies and other causes beyond the control of the management preventing and interfering with performance.

9.) **GUIDELINE COMPLIANCE:** As part of the consideration for use of the facilities at TCCAC, the undersigned agrees to fully comply with all of the provisions set forth in the General Information and Guidelines, a copy of which has been supplied to the undersigned.

10.) **RELEASE AND INDEMNITY:** The undersigned hereby specifically releases, indemnifies and holds harmless the City of Trotwood and its Council members, employees, officers or agents from any and all liability, claims, actions, demands and judgments resulting from loss of life, or damage or injury to person or property, which may be sustained by any person, organization, or entity while participating in the use of the facility at TCCAC. This provision shall include the reimbursement for any and all expenses incurred by those whom it is to protect as a result of such injuries, including, but not limited to, attorney’s fees and any costs associated therewith.

11.) **CANCELLATIONS:** All rental fee retainers are non-refundable, if not cancelled ninety (90) days prior to your event. All cancellations must be in writing and signed.
12.) **GENERAL INFORMATION AND GUIDELINES:** This Agreement and the attached General Information and Guidelines collectively constitute an offer to the undersigned by TCCAC to provide to you the services set forth herein. By signing below, the undersigned, jointly and severally, accept(s) said offer and agree(s) to abide by all the terms and conditions herein.

**READ, UNDERSTOOD AND AGREED:**

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<th>COMPANY RENTER</th>
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