

Defiance Area Fish and Game Clubhouse Single Event Rental Agreement

6872 State Route 15
P.O. Box 1011
Defiance, OH 43512
www.dcfishandgame.com

Application Information

Name of Organization (if applicable): _____

Name of Applicant(s): _____

Address: _____

City / State / Zip: _____

Phone #: _____

Cell Phone #: _____

Fax: _____

E-Mail: _____

Date of event: _____

Start time: _____ End time: _____

Describe type of event: _____

I (We) acknowledge that I (We) have read and understand this Rental Agreement and I (We) further assume responsibility for the rental of the Defiance Area Fish and Game Clubhouse. I (We) shall indemnify and defend the Defiance Area Fish and Game Club its Officers and all their heirs and shall hold them harmless from any liability, loss, cost or expense connection with any damages, injuries, or death arising from any activity, event or function occurring in or about the Defiance Area Fish and Game Club and premises as a consequence of, or attendant upon our tenancy.

Applicant(s) Signature: _____ Date: _____

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Reservations and Payment: Reservations are on a 'first come first served' basis and must be made through Ben Polasek (419.594.0561). Reservations shall not be confirmed until \$450 (\$225 Rental and \$225 Security Deposit) has been received by Ben. Payment shall be made in cash or a check. If paying by check make it payable to the **Defiance Area Fish and Game**. This should be sent or delivered to: Ben Polasek, PO Box 30088, Jewell, OH 43530

Rental Rate: The rental rate for the clubhouse is: **\$225 per day**.

Security Deposit: The security deposit of \$225 shall not be the limits of any liability. The deposit will be mailed within 10 days after the rental IF the facilities and contents are left in a Satisfactory Condition and the keys are returned. **If not cleaned properly, a minimum of \$50.00 will be charged to clean after your rental.**

Satisfactory Condition: Satisfactory condition is defined as:

- All debris, food, decorations, waste, and trash has been placed in the trash bin outside the building or removed from the property.
- All dishes, cups, silverware, or kitchen equipment used is cleaned and put away.
- Tables tops are washed, chairs and tables returned to racks, floors swept and then wet mopped.
- The premises have not been physically damaged.

Cancellations: Penalties for cancellations by the applicant(s) 31 days or less from the event shall be the loss of \$100 of the Security Deposit. The Defiance Area Fish and Game Club reserves the right to cancel the rental in the event of power failure, severe weather, or other conditions at the discretion of the Club and shall be released of its obligations under this Rental Agreement.

Club Grounds: This rental agreement is for the use of the **clubhouse only**, the Applicant(s), guests, invitees or attendees are not permitted to use the club grounds, pistol range, trap range, outdoor range, archery range, woods, pond, or other facilities.

Clubhouse Issues: Please report any difficulties with the building or its contents immediately to one of the following persons:

Ben Polasek 419.549.0561
Allan Hansford 419.439.3155
Joe Daly 419.438.5785
Joe Hiler 419.438.5379
Jerry Latta 419.782.3705

Emergency Contacts:

Fire or Emergency – 911
Defiance County Sheriff's Office 419.784.1155

Alcoholic Beverages: Alcohol may be consumed on the premises by adults of legal drinking age. The Applicant(s) must read and adhere to terms of "**Liquor Liability and You**" (*attached hereto and incorporated herein as Exhibit A*) and follow all applicable regulations. Responsibility for appropriate use and consumption of alcohol at the Applicant(s) event and liability for any consequences arising from the consumption of alcohol shall be assumed by the Applicant(s) and any person(s) serving the alcohol. Failure to comply with state liquor regulations will result in state fines and penalties at the Applicant(s) expense.

Animals/Pets: No animals or pets (without the prior approval of the Board of Directors) are allowed on the premises with the exception of assist dogs.

Children: Must be supervised at all times.

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Cleaning: All cleaning (*attached hereto and incorporated herein as Exhibit B*) is to be done immediately after the conclusion of an event and is the responsibility of the Applicant(s). If the clubhouse has not been cleaned to a satisfactory condition the Applicant(s) will be charged to have the clubhouse professionally cleaned.

Conduct: The Applicant(s) shall be solely and fully responsible for the conduct of all guests, invitees, visitors, and servants admitted to the club's facilities and grounds and shall see that all regulations contained in this rental agreement are strictly observed. It is the Applicants sole & full responsibility to make sure all guests, invitees, visitors, and servants that attend Applicant's event are aware of and adhere to all terms contained in this Rental Agreement.

Damages: The Applicant(s) are responsible for any and all damages to the premises or its contents caused by the Applicant(s), guests, invitees or attendees. If any damages to the premises or contents occur they will be summarized in writing and the actual or estimated costs to repair or replace will be deducted from the security deposit. If the cost of repairs or replacement of damages exceeds the security deposit the Applicant(s) will be responsible for payment within 10 days of being presented notice.

Decorations: Decorations may be hung in the clubhouse using scotch (or similar) tape. NO staples, nails, screws or other fasteners, which may damage or leave any holes in the walls, are to be used. Any decorations or items you bring into the facility must be removed and/or properly disposed of prior to you exiting the facility.

Equipment: Tables, chairs, and other equipment or contents are not to be removed from the building and should be returned to their original locations after the conclusion of the event.

Firearms/Drugs: Firearms, other than legally possessed concealed carry firearms, are prohibited. No illegal drugs are allowed on the premises.

Fire Regulations: Exit doors must remain accessible and un-obstructed at all times. The Applicant(s) are responsible for all items that are flammable. It is solely the Applicants(s) responsibility to assure that their guest list doesn't exceed the maximum clubhouse occupancy (150 persons); failure to comply will result in state fines & penalties at the Applicants (s) expense. The fireplace is not permitted to be used for rentals.

Parking: Parking on the club grounds is at the risk and responsibility of the owner and or driver of the vehicle.

Personal Items and Property: The Defiance Area Fish and Game Club shall not be liable for any theft, loss, or vandalism of personal items or property occurring on the premises. The Applicant(s) upon termination of the event must remove all personal items. The Defiance Area Fish and Game Club shall not be responsible for personal property left at the premises after your event. This also applies to the Applicant(s) contractors that they may have hired.

Smoking: Smoking is not allowed in any part of the clubhouse or directly in front of the entrance. The shelter house is the designated smoking area outside of the clubhouse. It is solely the Applicant(s) responsibility to insure compliance to smoking regulations. Failure to comply with smoking regulations will result in state fines and penalties at the Applicant(s) expense. Smoking inside the clubhouse or entrance area will result in forfeiture of your Security Deposit.

Termination: The Defiance Area Fish and Game Club or its Officers may terminate upon "Just Cause", any occupancy at any time with no refund of fees.

Tables and Chairs: There are currently 24 rectangular tables, 8 round tables, and 153 black chairs. After a rental, this number will be checked and Applicants are responsible for them to all be in the same condition as they were found. No tables or chairs may be removed from the Clubhouse or designated storage area. Damage will be assessed at replacement cost: Chairs @ \$42.75 each, tables @ \$105.00 each.

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Exhibit A

LIQUOR LIABILITY AND YOU

1. The server of alcoholic beverages may be liable for injuries sustained or caused by intoxicated persons.
2. The Applicant(s) may also be held liable for injuries to or caused by intoxicated persons.

Recommended precautions:

1. Have available and promote the consumption of non-alcoholic beverages.
2. When possible, use a licensed bartender (operator) to dispense drinks.
3. Check ID's! They must be 21 or older for alcohol!
4. Limit the number of drinks per person.

If you suspect someone has had too much to drink:

1. Stop serving them!
2. Provide a safe means of transporting them home.
3. If the situation becomes difficult, call the police (911 or Defiance County Sheriff @ 419.784.1155).

Exhibit B

CLEAN UP

- _____ Remove all decorations and tape
- _____ Wash tabletops and place tables in the storage room
- _____ Return chairs (in stacks of 15) to the storage room
- _____ Sweep floor with dust mop and then wet mop the floor
- _____ Wash, dry, and put away all dishes used
- _____ Unplug and clean coffee maker if used
- _____ Check refrigerator and remove all items you brought into the club
- _____ Check restrooms and flush all urinals and toilets
- _____ Place all debris, food, decorations, waste, and trash into trash bags and place in dumpster

LOCK UP

- _____ Turn off all fans and cooking appliances
 - _____ Turn off air conditioning in summer months
 - _____ Turn heat down to 55°F in winter months
 - _____ Turn off lights in clubhouse and restrooms
 - _____ Lock all doors including doors leading to the restrooms
- After locking the entrance door, the key may be placed in the mail/key slot in the door so that it is inside the locked building.

If not cleaned properly, a minimum of \$50.00 will be charged to clean after your rental.

Any comments or suggestion you would like to make: _____

Please leave this check sheet in the kitchen