



# Canton Township Pavilion Rental Contract

Canton Township Board of Trustees  
4711 Central Ave SE Canton, Ohio 44707  
330-484-2501

Please mark your Pavilion Choice:

_____ <b>Faircrest Park Pavilion "A" (Large)</b> (Electric, Grills, Restrooms)	\$100.00 for Township Resident \$150.00 for Non-Resident
_____ <b>Faircrest Park Pavilion "B" (Small)</b> (Electric, Grills, Restrooms)	\$100.00 for Township Resident \$150.00 for Non-Resident
_____ <b>Community Park (Oyer St, SE)</b> (Electric, grills and Portable Restrooms)	\$100.00 for Township Resident \$150.00 for Non-Resident

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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

Rental Fee can be paid by personal check, money order, and by credit card.  
**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. The Canton Township Board of Trustees make 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/cell) \_\_\_\_\_

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

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

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**Canton Township is not responsible for any accidents or injuries pursuant to ORC 1533.181 and 2744.02. Anyone de-facing or destroying park property will be prosecuted to the furthest extent of the law.**

## **PARK RULES AND REGULATIONS**

The following rules and regulations have been adopted by the Canton Township Board of Trustees or mandated by existing laws governing Park Land:

1. Park hours: Dawn until Dusk
2. Smoking is not permitted in any park building.
3. Alcoholic beverages are not permitted on park property, except as specifically provided detail exceptions.
4. Live bands and disc jockeys are prohibited. The volume of recorded or amplified music must be kept low so as not to be heard beyond 100 feet of the source, except as specifically provided detail exceptions.
5. Themed Inflatables (such as Bounce Houses and slides) are prohibited.
6. Reservations must be cancelled thirty (30) days in advance. Failure to cancel reservations as stated will result in forfeiture of the reservation fee.
7. Decorations – Do not hang using staples, tacks or tape and the use of confetti is not permitted.
8. Portable cookers such as gas grills, turkey fryers, etc. are prohibited.
9. Open flames are not permitted.
10. No fires except in Charcoal grills.
11. No Parking or Driving on the grass areas of the park. Vehicles are to remain in designated driving areas only.
12. No ATV, UTV or off-road vehicles permitted in the park.
13. All pets must be on a leash. Please pick up after your pets.
14. No alcoholic beverages permitted in the park.
15. All trash must be picked up and deposited into the provided trash receptacles. No Littering.

I understand these rules as they have presented to me.

\_\_\_\_\_

Lessee Signature

\_\_\_\_\_

Date

**\*\*\*Any exceptions to these rules and regulations may be approved on a case-by-case basis. Any violations of park regulations may result in refusal of any future reservation**