



THE ORCHID ROOM AT MILLER NATURE PRESERVE

2739 Center Road Avon, OH 44011 | (440) 865-8944 | events@loraincountymetroparks.com

PRIVATE EVENT APPLICATION AND LEASE AGREEMENT

PER THE TERMS OF "PRIVATE RENTAL ESTIMATE" ATTACHED HEREWITH, LORAIN COUNTY METRO PARKS ORCHID ROOM AT MILLER NATURE PRESERVE WILL PROVIDE _____ ("APPLICANT") THE USE OF ITS GROUNDS AND FACILITIES ON THE BELOW DESCRIBED DATE FOR THE PURPOSE OF HOSTING _____ ("EVENT") PER THE TERMS OF THE AGREEMENT.

APPLICANT INFORMATION

Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

EVENT DETAILS

Type of Event: _____ Date(s) of Rental: _____ Attendance (Capacity 78): _____

Please select the time block(s) of rental: * The Orchid Room is not available for weekdays 9 am-2 pm Memorial Day through Labor Day.

DAY	TIME BLOCK	DURATION	FEE	✓	AMOUNT
Monday	9 AM-2 PM*	5 HOURS	\$200		
	4-10 PM	6 HOURS	\$300		
Wednesday	FULL DAY	13 HOURS	\$500		
Thursday	9 AM-10 PM				
Friday	9 AM-2 PM*	5 HOURS	\$200		
	4-11 PM	7 HOURS	\$800		
	FULL DAY	14 HOURS	\$1,000		
Saturday	9 AM-11 PM				
Saturday	9 AM-2 PM	5 HOURS	\$400		
	4-11 PM	7 HOURS	\$1,000		
	FULL DAY	14 HOURS	\$1,400		
Sunday	9 AM-11 PM				
Sunday	9 AM-2 PM	5 HOURS	\$400		
	4-10 PM	6 HOURS	\$500		
	FULL DAY	13 HOURS	\$900		
Security Fee Required for Serving Alcohol			\$225		
Alcohol Certificate of Liability Must Be Purchased with an Insurance Provider					
TOTAL					

ALCOHOL : Serving alcohol requires the Applicant to provide a certificate of liability insurance. This is offered at www.venueability.com/LorainCountyMetroparks or from a provider of your choice. Additionally, all evening events serving alcohol will be charged a \$225 fee for security. **Failing to provide proof of insurance and payment for security at least 90 days prior to the event will prohibit your event from serving alcohol. ALL ALCOHOL SERVED AT THIS FACILITY MUST BE PURCHASED THROUGH LCMP.** Contact events@loraincountymetroparks.com for an order form at least 30 days prior to your event.

Will alcohol be served at this event? ■ Yes ■ No

OUTDOOR PATIO USE: Use of the outdoor patio is permitted for evening rentals only, with limitations. Evening rentals on Mondays-Thursdays are permitted to use the patio from 5-8 PM only. Evening rentals on Fridays and Saturdays are permitted to use the patio from 5-10 PM only. Evening rentals on Sundays are permitted to use the patio from 5-9 PM only.

Does your event include an outdoor ceremony ? ■ Yes ■ No

Setup cannot begin prior to 5 pm. Seating is limited to 50 guests.

II. LEASE AGREEMENT: This Lease Agreement is made by and between the above-described Applicant (hereinafter "Applicant" or "Lessee") and Lorain County Metro Parks, an Ohio not for profit corporation (hereinafter "LCMP"). In consideration of the mutual promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, LCMP agrees to let and the Applicant agrees to lease Rental Space at Lorain County Metro Parks subject to all terms, conditions and regulations as set forth in this Agreement, the Application, and the guidelines and policies of LCMP, all of which are incorporated herein by this reference: **A. Deposit and Payments: The lease for this Rental Space at Lorain County Metro Parks is _____, Deposit is required on or before _____, Deposits and fees paid to LCMP by the Applicant to reserve Rental Space become non-refundable upon receipt by LCMP. Non-refundable if event is canceled less than 3 months, more than 3 months from event date 50% back. B. Inspection of Rental Space:** Applicant will permit inspection of Rental Space at any time by LCMP, including without limitation, during the event **C. Purpose:** Applicant will only use the Rental Space for the purpose identified in Section I.A. above. **D. Rental Space Operation:** LCMP in its sole discretion may establish rules governing methods of operation and display of the Rental Space. Rules may include, among other things, restriction on behavior of Applicant's guests and personnel, its distribution of printed material and display arrangements. LCMP may remedy any violations not remedied promptly by Applicant at Applicant's expense. This may include closing the Rental Space in LCMP's sole discretion. LCMP reserves its right to amend and modify the rules, in its sole discretion, and Applicant agrees to abide by and be subject to the amended and modified rules. **E. Removal or Display and Décor:** Applicant agrees to completely remove all items, including but not limited to display materials, exhibitory and décor immediately upon completion of the rental period. If Applicant fails to immediately remove said items, LCMP may do whatever is necessary to complete the removal at the sole expense of Applicant. Applicant shall pay any lost rental income and other consequential or incidental damages resulting from Applicant's failure to immediately remove all such items, and indemnify, defend and hold LCMP harmless from all claims arising from the failure to immediately remove such items, including paying all reasonable attorney's fees. Any amount then due LCMP shall be repaid with interest at the maximum rate allowed by law. **F. Failure to Occupy Rental Space:** Should Applicant fail to occupy the Rental Space or otherwise not operate in accordance with the terms and conditions of this Application, or should Applicant fail to pay when due all fees, charges and expenses for the Rental Space, LCMP shall have the right to terminate this Agreement, lease the Rental Space to another party, or use the Rental Space in any manner deemed appropriate by LCMP, in addition to all other rights under this Agreement. Lease of the Rental Space to another party or use of the Rental Space by another party shall not relieve Applicant from its obligation to pay rents, charges and expenses related to the Rental Space in accordance with this Application. Notwithstanding the foregoing, LCMP has no obligation to minimize or mitigate its damages under this Agreement. **G. Restrictions on Use:** LCMP, in its sole discretion, reserves the right to limit or otherwise restrict the use of its premises, including the Rental Space. Such restrictions may include LCMP's refusal to permit persons, parties and/or organizations from entering its premises including the Rental Space. **H. Compliance with Laws and Regulations:** Applicant shall comply with all applicable state, federal and local laws and regulations, and with all rules and regulations of LCMP, including but not limited to all fire, safety and health regulations. Applicant shall also observe the terms of any applicable labor agreement and shall in no way be the cause of any labor demonstration on LCMP premises. **I. Subletting or Rental Space:** Applicant may not assign, sublease, license or otherwise transfer its rights and obligations under this Agreement to any third party, nor may it permit or have in the Rental Space representatives, equipment or materials from persons, businesses or entities other than the Applicant's, unless approved in writing and in advance by LCMP, in LCMP's sole discretion. **J. Service Contractors:** In the event any individual or entity has been retained by LCMP to perform services for Applicant, (including caterers, electricians, etc.) such provider shall be exclusively authorized to perform services on behalf of Applicant, and Applicant may not contract for such services with providers that are not retained by LCMP. **K. Amplification Restrictions:** Amplification devices of any kind are not permitted without the prior written consent of LCMP. LCMP reserves the right, in its sole discretion, to restrict or prohibit the playing of musical instruments, radios, tape players, CD players, and similar musical devices. Applicant shall remain solely responsible for the safe and legal operation of all amplification equipment. **L. Display and Décor Restrictions:** All displays and décor must be free-standing and not affixed to any part of the LCMP premises, including the Rental Space (including, but not limited to, floors, ceilings, walls, trees and landscape structures.) **M. Limitation of Alcohol Distribution:** Applicant warrants that no alcohol will be served to any underage or intoxicated parties and will not be consumed outside of the building. LCMP, in its sole discretion, reserves to the absolute right to terminate service or distribution of alcohol to any person or party. Applicant shall remain solely responsible for the safe and legal service or distribution of alcohol. **N. Hold Harmless:** While security guards may be provided by LCMP, in its sole discretion, it is recommended that Applicant carry insurance for loss, damage or injury to its personnel or property while in transit or onsite. LCMP shall not be liable for any loss, damage or injury to the person or property of Applicant, its officers, agents, employees or guests incurred on LCMP premises including the Rental Space or arising from participation in the rental function. Applicant shall also be liable for any and all damage or injury (including death) caused or contributed to by it, its agents, employees or guests to the person or property of LCMP, other guests and attendees, and all others on or about LCMP premises or the Rental Space. Applicant expressly agrees to save and hold harmless LCMP and its officers, agents and employees from any and all such claims arising from loss, damage, negligence or injury (including death). **O. Interpretation of Rules and Regulations:** LCMP shall be the sole and exclusive authority to interpret and construe rules, regulations and standards of conduct set forth herein or any other terms made in part of this Agreement, and LCMP's determination shall be conclusive. LCMP reserves the right to make such further rules, regulations and impose such standards of conduct as it, from time to time, deems necessary, in its sole discretion, for the orderly, efficient and professional production and operation of LCMP. **P. Representation and Warranties by Applicant:** Applicant represents and warrants that the exhibition, promotion or sale of any goods or services by Applicant will not violate any copyright, trademark or other such laws for the protection of intellectual property. The Applicant further represents and warrants that the exhibition, promotion or sale of any goods or services by Applicant will not violate any applicable state, federal and local laws and regulations, or rules and regulations of LCMP, including but not limited to all fire, safety and health regulations. The Applicant represents and warrants that all of the statements made in the Agreement are true. Applicant represents that Applicant has full power and authority to enter into this Agreement and perform all of Applicant's obligations hereunder. **Q. Right to Cancel, Modify, Revise:** LCMP retains the absolute right to, modify, amend, delete, add, or otherwise change or alter this Agreement or any provision hereof, or waive any right or remedy herein provided, at any time and at its sole discretion. Applicant sole remedy against LCMP in the event of any such action by LCMP to modify, amend, delete, add or otherwise change or alter this Agreement is to notify LCMP that Applicant objects to such at which time LCMP may terminate this Agreement and return all Rental Fees received by LCMP or LCMP may elect not to make the objectionable alteration. This right to object does not apply to the right of LCMP to amend or modify its rules and regulations, in LCMP's sole discretion, which Applicant must observe. LCMP retains the absolute right to cancel this Agreement by providing at least 30 days' notice of the cancellation. LCMP will, upon such cancellation, immediately return all Rental Fees received by LCMP and Applicant acknowledges and agrees that the return of Rental Fees will be Applicant's sole and exclusive remedy for cancellation of this Agreement. If LCMP cancels this Agreement less than 30 days prior to the rental date or during the rental term, LCMP will return all Rental fees for the unused rental term plus an amount equal to 50% of unused rental term, and Applicant acknowledges that the payment of this amount be Applicant's sole and exclusive remedy for a cancellation of this Agreement. Notwithstanding any other provision herein, LCMP reserves the absolute right to terminate this Agreement at any time, including without limitation during the rental return, if Applicant violates any provision of this Agreement. Upon such termination, LCMP will be entitled to pursue all legal and equitable remedies, including injunctive relief, to enforce such termination and to recover any and all damages resulting from Applicant's breach or violation of this Agreement. ***This Agreement, which specifically includes the Private Event Application that is incorporated herein, shall become contractually effective when signed by both LCMP and Applicant. In witness whereof, the parties hereto have affixed their signatures as of the date set forth beside their respective signatures.***

SIGNATURES

APPLICANT: _____ DATE: _____

LORAIN COUNTY METRO PARKS: _____ DATE: _____

A signed contract and full payment are required to hold your date. Contracts can be returned via email to events@loraincountymetroparks.com. Also, you may mail or deliver contracts to

Lorain County Metro Parks, c/o Special Events Coordinator, 12882 Diagonal Road, LaGrange, OH 44050.

Payments are accepted in cash, check, or debit/credit card. Checks should be made out to Lorain County Metro Parks.