**Mid-Ohio Conference Center**

**Facility Rental Agreement**

The Mid-Ohio ESC Governing Board (Board) and (Renter) Click or tap here to enter text. agree that Renter may use the Mid-Ohio Conference Center (MOCC) on Click or tap to enter a date. pursuant to the following terms. A deposit in the amount of Click or tap here to enter text. Is required when agreement is returned.

**Reservations and Payment**

Reservations should be made at least thirty (30) days prior to the date of the event.

In order to finalize a reservation, **a signed Rental Agreement**, with the **requested deposit amount**, must be returned to Mid-Ohio ESC. Verbal approval or partial submission of required documents or payments does not assure availability of the MOCC.

Final Payment of the invoice is to be paid 10 working days prior to the event.

The renter shall be responsible for payment of any admission taxes, sales taxes or any other taxes related to the event.

**Facility Regulations**

**Renter Requirements:** The Board (and/or it’s designee) reserves the right, pursuant to Ohio Revised code 3313.76, to determine in its sole discretion whether any person or group seeking to use the MOCC is a “responsible organization” within the meaning of Ohio law; and the Board reserves the right to decline to rent the MOCC to any person or group not meeting this requirement.

**Insurance:** Unless waived in writing by the Board Administration, Renter must provide a certificate of Insurance of $1 million liability insurance coverage for scheduled events. All Insurance shall be at Renter’s expense. If alcoholic beverages will be sold or consumed, Renter must provide a copy of a Certificate of Insurance that includes “Host Liquor Liability” (liquor provided but not sold) or “Liquor Liability” (liquor sold on premises), with limits of at least $1 million per occurrence.

**Contact Person:** Renter shall designate one person as the contact person who will have final responsibility for decisions related to Renter’s use of the facility.

**Removal for Unruly Behavior:** Failure to comply with security or management requests, excessive noise, foul language, violation of rules and regulations or unruly behavior may result in Renter’s removal from the premises and / or the contacting of law enforcement agencies.

**Premises Use:** Overnight camping on the MOCC premises is prohibited.

**Cancellation or Postponement:**

1. Cancellation by Renter must be in writing and a cancellation fee equal to the amount of Renter’s deposit will apply.
2. Pursuant to Ohio Revised code 3313.75, the Board reserves the right to cancel this Rental Agreement at any time if the Board or it designee determines that the event will interfere with public schools’ use of the MOCC on the event’s scheduled date. If cancellation occurs, the Board’s liability is limited to the amount paid to MOCC, which will be refunded to Renter. The Board is not liable for any other costs incurred by Renter as a result of such cancellation.
3. If Renter and the MOCC agree that the event must be postponed due to emergency, act of God, civil disturbance, or similar unforeseen circumstance, MOCC will re-schedule the event on a space-available basis and the rental deposit will be transferred to the re-scheduled booking. The Board is not liable for any additional costs incurred by Renter as a result of the postponement.

**Facility User Guidelines:** Renter agrees to follow the Mid-Ohio Conference Center Facility Use Guidelines, which are attached as Exhibit 1 and incorporated into the Agreement by reference. The Board or it designee may waive certain Guidelines, but any waiver must be in writing and signed by an authorized designee of the Board in order to be effective.

By Signing below, I signify that I am authorized to execute the Rental Agreement and I have read and understand the terms above and Exhibit 1 that is attached.

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| --- | --- |
| Signed Date: | |
| Renter’s Name: | The Mid-Ohio ESC Governing Board |
| Name of Authorized Representative: | Authorized Representative: Candy Bores  Title: Event Coordinator |
| Sign Here: | Sign Here: |
| Name of event contact person if different from Authorized Representative: | Email address and Phone number of the Contact Person: |
| Additional Comments or Notes: | |

**Exhibit 1**

**Mid-Ohio Conference Center**

**Facility Use Guidelines**

**Alcoholic Beverages:** **The sale** of alcoholic beverages is prohibited unless Renter, the event caterer, or the event sponsor has (or obtains) a liquor license from the Ohio Department of Commerce. Alcoholic beverages are **not allowed** during school hours at the MOCC facility. Renter will comply with all liquor laws and regulations.

**Smoking/Drug Free**: Smoking or use of any tobacco product is not permitted inside the MOCC building or in any entrance, exits or other areas immediately adjacent to the MOCC. A designated outside smoking area is located at the rear of the building. The use or possession of any illegal drugs or substances is strictly prohibited.

**Firearms and Weapons:** Possession of any firearms , weapons or ordinance is prohibited on MOCC premises unless the person is a law enforcement office authorized to carry weapons at the time of the event, a security office obtained by MOCC or a person who has written authorization from the Board to possess a firearm, weapon or ordinance on the MOCC premises during the event. The provision applies to all persons, including those who hold a concealed carry permit.

**Indemnification:** Renter agrees to indemnify, defend, and hold the Board and its employees harmless for all cost and expenses resulting from any claims, suits, or liabilities of any kind, including attorney fees, arising out of or purporting to arise out of the conduct, activity, or any other transaction involving Renter, its guests, invitees or any other person on the MOCC premises as a result of the renter’s event “but only to the extent any such claim, suit, or liability is not caused by or arises out of MOCC’s acts or omissions” this provision of the Rental Agreement shall survive Renter’s scheduled departure date from the MOCC. In no event shall the maximum liability of the Renter under this indemnification provision exceeds $1 million.

**Decorations:** Candles and no type of open flame may be used at the MOCC. Only flameless candles are to be used for decorations. Glitter, confetti, sand or any substance that causes litter or debris inside of the facility or on the grounds are prohibited. The use of sparklers, fireworks or pyrotechnics inside or outside the MOCC premises is strictly prohibited. Pins, tacks, nails or other puncturing devices are prohibited. The use of any adhesive must be approved by the MOCC Administration. Tape and glue are not permitted on any surface. Examples of approved items are: 3M Post its, poster putty and painters’ tape.

**Damages:** Renter shall be responsible for any damages to the MOCC facility or equipment (normal wear and tear excluded) caused by Renter, Renter’s guest, Renter’s service providers or any individual connected to Renter’s event. In case carpet tile is damaged during your event, a $50.00 per tile fee will be charged. Examples would be colored beverages spilled during an event, or food spillage. This is above the normal wear and tear. Board Administration reserves the right to require a Security/Damage deposit payable at the time of booking. (The administration has the right to waive this deposit)

**Facility Access:** The event hours shall include time needed by Renter to setup and clean up the event space. Areas of the MOCC other than those designated for Renter’s use are off limits. All decorations, equipment and other materials shall be removed from the event space by the end of the event hours unless previous arrangements have been made with the MOCC Administration.