

## **Nordson Depot Use License**

**THIS City of Amherst Property Use** ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the **City of Amherst, Ohio** ("Amherst"), a political subdivision of the State of Ohio, and \_\_\_\_\_ ("Licensee").

### **WITNESSETH:**

**WHEREAS**, the City of Amherst owns the Nordson Depot building located at 671 Franklin Ave.;

**WHEREAS**, Licensee has requested permission to use the Nordson Depot building for the purpose of \_\_\_\_\_;

**WHEREAS**, Amherst is willing to grant to Licensee a license to use the Nordson Depot building under terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

**1. Grant of License.** Upon the terms and conditions hereinafter set forth, Amherst hereby grants to Licensee the following License:

- (a) A license for the use the Nordson Depot building on \_\_\_\_\_, 20 \_\_\_\_ for the purpose of \_\_\_\_\_.

It is acknowledged and agreed this License is revocable at anytime and for any reason by the City of Amherst, including but not limited for the reason that Nordson Depot grounds are being destroyed, harmed, littered or adversely affected by the Licensee. The Licensee agrees further that all litter, equipment and other articles or items brought to the Nordson Depot building by Licensee shall be removed by Licensee.

2. **Term.** The term of this Agreement shall commence on \_\_\_\_\_  
20\_\_\_\_ (the “Commencement Date”), for the following time period:

\_\_\_\_\_ to \_\_\_\_\_.  
Time (am/pm) Time (am/pm)

Access to the venue (for setup, cleanup, etc) is restricted to your rented hours. We cannot alter the designated time blocks to extend your rental. However, you may reserve more than one time block.

3. **Manner of Use.**

- a) Unless Licensee obtains the prior written consent from the City of Amherst, Licensee shall not use the Nordson Depot building for any purpose other than those specified in Section 1 hereof.
- b) Licensee shall use and shall require its’ guests to use the Nordson Depot and grounds at Nordson Depot Park in a safe and proper manner and in accordance with all applicable laws, ordinances, rules, rulings, regulations and requirements of any governmental authority having jurisdiction over city property.
- c) Licensee shall abide by and shall require its’ guests to abide by all rules and regulations promulgated by the City of Amherst pertaining to the use of city property.
- d) Licensee and its’ guest shall be prohibited from smoking or using illegal drugs on city property.
- e) Licensee and guest shall not participate in dangerous horseplay or other activity which could cause injury.

**ALCOHOL POLICY:** Alcohol is permitted but requires a certificate of liability insurance in the amount of one million dollars (\$1,000,000.00) **and** an additional security fee of \$225.00. Proof of personal insurance and this application must be uploaded to [nordsondepot@amherstohio.org](mailto:nordsondepot@amherstohio.org). Insurance certificate and security fee **must** be submitted no later than thirty (30) days prior to the event. By electing to have and consume alcohol on premises, Licensee assumes all liabilities which may arise from the consumption of alcohol and

holds the City of Amherst harmless from all claims, damages, injuries, loss of life, loss of property and other liabilities associated therein, including but not limited to claims and damages caused by attendees of Licensee's event. Licensee further agrees to defend and indemnify the City of Amherst from all claims and damages which may arise.

Further, Licensee shall hire an off-duty City of Amherst, Ohio police officer to be present for the entirety of the event for security and monitoring purposes. The cost of the officer is \$60.00 per hour (three (3) hour minimum, **no exceptions**) for the event and shall be paid in cash to the officer at the beginning of the reservation. Licensee understands and acknowledges that the presence of an off-duty City of Amherst Ohio police officer does not provide Licensee with defenses against claims or damages which may arise from the consumption of alcohol or any other act of attendees.

*The officer must be secured at least four (4) weeks prior to the event.*

*Name of the officer must be provided to [nordsondepot@amherstohio.org](mailto:nordsondepot@amherstohio.org) three (3) weeks prior to the event.*

*Please call Amherst Police Lt. Jacob Perez to schedule. (440) 988 2625.*

**FOOD TRUCK POLICY:** Licensee's may have on the premises, a Food Truck or other Mobile Vending vehicle for Licensee's event provided that the mobile vender obtains a permit as required under Amherst Codified Ordinances, including but not limited to ACO 1153. Said mobile vender shall subject to all ordinance requirements promulgated under ACO 1153.1 through ACO 1153.99 as well as any applicable statutes or regulations promulgated under the Ohio Revised Code or governmental agency (Federal, State, County, and City.)

**4. Maintenance Obligations.** In addition to number 1 above, Licensee and guests shall not damage the building, grounds or the surroundings. Licensee shall be responsible for picking up litter and trash arising out of Licensee's or guests use of the building, grounds and surrounding area. All trash is to be removed and taken to the dumpster located in the parking lot. Licensee is responsible for resetting the tables/chairs prior to your departure. Basic cleaning supplies are available.

**5. Indemnity.** Licensee shall indemnify, defend and save the City of Amherst harmless from and against any and all claims, actions, demands, damages, liabilities, costs and expenses, including attorneys' and other professional fees, in connection with loss of life, personal or bodily injury and/or damage or injury to property arising from or related to, wholly or in part, directly or indirectly, the exercise by Licensee or guests of any right granted to Licensee by this Agreement. The obligation of Licensee pursuant to this section shall survive the termination of



**11. Cancellation & Refund Policy.** Fees are non-refundable if cancellation is requested less than thirty (30) days prior to the reserved date. Cancellation requests received after regular business hours Monday – Friday (8 am - 4:00 pm) will be documented as received on the following business day.

**12. THIS AGREEMENT IS NOT TRANSFERABLE. Licensee must be 21 years of age or older.**

**13. Mandatory Rules and Regulations of Use.**

- The building shall be open for inspection by any authorized employee of the City of Amherst for the purpose of ensuring the use of the property to be in compliance with law and order.
- The following items are **PROHIBITED**:
  - Open flames (candles, sparklers, etc)
  - Glitter, confetti, or helium items (balloons)
  - Paint of any kind
  - You are not permitted to tape, tack, nail, staple or adhere anything to the walls or ceiling.

The use of any of these items will result in the loss of your deposit.

**14. Fees.**

**The following fees are due at the time of reservation.**

**Security & Cleaning Deposit - \$100.00.** This fee is refunded if the reservation is canceled within thirty (30) days prior to the scheduled use, or after the event providing the property keys are returned and the property is found to be clean and damage free. If the property is damaged beyond the deposit amount the City of Amherst will pursue the Licensee be held liable for any loss, destruction or theft of property and applied toward the credit card of file.

**Rental Reservations - Monday - Thursday**

**4:00 pm – 9:00 pm                      \$300.00**

**Rental Reservations - Friday**

**3:00 pm – 10:00 pm                      \$500.00**

**Rental Reservations - Saturday and Sunday**

**12:00 noon – 7:00 pm                      \$500.00**

**3:00 pm – 10:00 pm                      \$500.00**

**Non-Profit uses:**

City of Amherst non-profit groups may reserve the building free of charge Monday – Thursday afternoon/evening for a two (2) hour time slot 3pm – 5pm or 6 pm – 8 pm.

A copy of the group’s 501 (c) designation is required – **no exceptions**. City of Amherst non-profits are only permitted two (2) free time slots per month – **no exceptions**.

**15. Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

**THE PARTIES HERETO** have signed this Agreement as of the date first above written.

**City of Amherst, Ohio:**

By: \_\_\_\_\_  
Mark Costilow, Mayor

**Licensee:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20 \_\_\_\_\_