



**SPRINGFIELD CITY HALL PLAZA/ESPLANADE/PUBLIC PARKING GARAGE
Application and Agreement for Use of Premises**

APPLICATION AND FEES MUST BE RECEIVED 10 BUSINESS DAYS IN ADVANCE

Organization: _____ Application Date: _____

Authorized Representative: _____

Address: _____

Telephone: _____ Email address: _____

Additional Contact: _____

Telephone: _____ Email address: _____

Dates requested: _____ Intended use: _____

Approximate number attending: _____ Time: From _____ To _____

Rental Location Requested: Plaza Esplanade Public Parking Garage

Services required: Please check on the appropriate line for any services which you will require for this event. Additional charges may be incurred for some services. Please read **CITY OF SPRINGFIELD RENTAL TERMS AND CONDITIONS POLICY** carefully.

Podium* _____ P.A./ Sound System* _____ Electric (existing 110v outlets only) _____ Custodian* _____

*Requires one City Building Maintenance Worker: \$35 per hour, 3 hour minimum if outside their standard work day. Sunday rates may be higher.

Date Received: _____ Receipt Number: _____

Approved: _____ Denied: _____ Date _____

Rental Fee: \$ _____ Special Charges: \$ _____ Total Paid: \$ _____

Time Period: From: _____ To: _____ Dates: _____

The City does hereby rent unto the **RENTING PARTY**, upon the terms and provision hereinafter set forth, the space indicated above. **RENTING PARTY** agrees to pay the **CITY** as rent for the use of said space the appropriate fees set forth herein in advance of occupancy. **RENTING PARTY** agrees to abide by the **CITY's** regulations for said space. Upon termination of this Agreement, it agrees that it will immediately surrender and deliver up to the **CITY** said space in as good condition as it was prior to occupancy. **RENTING PARTY** shall assume the costs of any damages which may be occasioned to said space during the term of this AGREEMENT and save harmless the **CITY** from any and all claims which might occur as a result of said **RENTING PARTY'S** occupancy.

**I have read and agree to all of the CITY OF SPRINGFIELD RENTAL TERMS AND CONDITIONS POLICY
(CITY HALL PLAZA, ESPLANADE, AND THE PUBLIC PARKING GARAGE) June 2021 Revision.**

Organization Representative: _____ **Date:** _____

For questions regarding use of these facilities contact the City Clerk's Office at (937) 324-7341.

**RETURN COMPLETED FORM AND ALL FEES TO
City Clerk's Office
76 East High Street
Springfield, Ohio 45502**

City Representative: _____ **Date:** _____

Make check payable to City of Springfield.



City of Springfield Rental Terms and Conditions Policy

(City Hall Plaza, Esplanade, and the Public Parking Garage)

June 2021 Revision

1. Background

- a. It is the general policy of the City Commission that spaces within the City Hall Plaza, the Esplanade, and the Public Parking Garage (the "Rental Locations") be used by individuals and organizations (the "Renting Party") if such does not interfere with normal City operations or requirements.
- b. The Rental Locations are venues available for activities.
- c. Following the completion of the rental application, City staff may determine the activities require a liability insurance rider.
- d. Please call the City Clerk's Office (937-324-7341) with questions concerning proper use of the properties.

2. Guidelines and Regulations

- a. The Rental Locations may be reserved for use by any Renting Party by submitting a request to the City Clerk's Office on forms to be provided by the City.
- b. Unless permitted otherwise prior to an event start, all events shall end no later than 11:00 PM EST. Clean-up should be completed by 12:00 AM EST (midnight). *(If the rental location is the Plaza at City Hall, the renting party must supply adequate lighting to ensure safety of participants following sundown.)*
- c. A completed application form and proper payment must be received 10 business days in advance of the event planned.

3. Rental Locations

- a. The following locations are subject to this policy:
 - i. City Hall Plaza*: 76 East High Street
 - ii. Esplanade: Boulevard in the 100 block of South Fountain Avenue
 - iii. Public Parking Garage: 99 West Columbia Street

**Rental of the City Hall Plaza does not include use of the City Hall parking garage, nor any parking lot location adjacent to the City Hall Plaza.*

- b. The Rental Locations are available on a first-come basis if it is not previously scheduled for use by City government departments, boards or commissions, or is not needed by such units.
- c. Reserving space during a particular year does not guarantee reservation of space during the same or a similar time in future years.
- d. The City representative may deny use of space if the use may create damage to the facility, may overcrowd the facility, or may result in jeopardizing the health, safety or welfare of persons in and around City Hall or the City of Springfield.

4. Rental Location Charges

- a. Rental charges are set for the use of any of the Rental Locations by the City of Springfield, Ohio.
- b. All fees, including special charges, must be made at the time the application is submitted. *(Cash, credit cards, and checks payable to the "City of Springfield, Ohio" are accepted).*
- c. If the scheduled event is canceled and the City receives notice at least 48 hours in advance, fees will be refunded.
- d. If an event is canceled without 48-hours' notice, fees, including special charges for overtime, will be forfeited.
- e. The rental charge for any of the Rental Locations is currently set at \$25.00 per day.
- f. This rental charge is designed to offset costs related to the general, normal operation of the Rental Location(s).
- g. An additional charge shall be made to cover any special security or incidental custodial costs involved or required for the renting of any of the Rental Locations.
- h. If the event is scheduled during non-business hours, the cost will be at the City's prevailing overtime rates.
- i. If the City is required to clean up the Rental Location following an event, the Renting Party will be billed for time and materials required to return the area to its normal condition.
- j. Misuse of the facility or failure to clean up a Rental Location following an event will result in denial of future use by the Renting Party. *(Organization will be billed for custodial hours needed over and above the originally agreed-upon service).*
- k. An additional rental charge shall be made for use the Rental Locations prior to 7 a.m. EST or after 3 p.m. EST weekdays and full days on weekends when outside of staff's regular hours if special city-owned equipment (such as sound system, podium, and chairs) is required as well as custodial services. Fees are \$35 per hour with a three-hour minimum.

l. Renting Parties may use their own chairs, tables, and sound systems with no additional fees.

5. Condition of Rental Location and Restrictions on Use.

a. The Rental Location will be furnished on an “as is” basis.

b. The City will not furnish, set up, or take down chairs, tables, or other equipment unless arranged in Section 4 above. The Renting Party reserving the Rental Location will be responsible for such arrangements.

c. The City reserves the right to approve uses of any furnishings or equipment within the space that is not already placed within the area.

d. No concrete tables or picnic tables on the City Hall Plaza nor benches or metal tables on the Esplanade may be moved.

e. At no time is **anyone** permitted to permanently write on any sidewalk, concrete, or tiles or any permanent surface affixed at any of the Rental Locations.

f. No temporary or permanent mounting hardware for tents, awnings, or similar may be erected or drilled into any concrete sidewalk, flooring, or structure.

g. If the Renting Party rents the City Hall Plaza or Esplanade, at no time is **anyone** permitted to wade in the fountains along Main Street or the fountain on the Esplanade.

h. The Renting Party renting any Rental Location will be responsible for leaving the Rental Location in substantially the same condition after the event as it was prior to the event.

i. The Renting Party’s authorized representative is responsible for trash removal, and the Renting Party’s authorized representative must remove from the Rental Locations all used trash bags at the conclusion of the event. *(This means pulling the bags from all trash containers furnished and replacing that bag from a supply of bags found at the bottom of the trash container)*

j. A \$50 fine will be billed to any individual or organization for trash bags remaining at the Rental Locations following an event.

k. No vehicles may be parked on the City Hall Plaza at any time. Renting Parties renting the City Hall Plaza Rental Location shall not permit attendees or organizers to block the Fountain Avenue access to the deposit drop-box, nor the entrance or exit ramps into the City Hall underground parking garage.

l. City Staff will determine the location of Porta-Johns, trash containers, and other portable structures, the proposed location of these portable structures must be indicated on the rental application for the Rental Locations.

6. Food and Beverages at Rental Locations.

a. Alcoholic Beverages.

- i. Please be advised that you (or your guests) are not permitted to bring with you any beer, wine, or other alcoholic beverages to the rental location. Alcohol (beer and/or wine) is only authorized as specified below in provisions a(ii) and a(iii).
- ii. Beer and/or wine may be permitted to be dispensed, sold, and consumed on the Rental Locations under the following conditions:
 1. City permission must be obtained prior to event.
 2. The Renting Party obtains the required temporary permit(s) for such sale from the **Ohio Division of Liquor Control**.
 3. The Renting Party arranges for, and pays the cost of, two police officers to be in attendance during the entire event.
 4. No glass containers may be used.
 5. Sale or dispensing of beer or wine must cease at 10:00 p.m. or dark, whichever is earlier.
- iii. **IN LIEU OF A TEMPORARY PERMIT FROM THE OHIO DIVISION OF LIQUOR**, the Renting Party may purchase alcoholic beverages per the DORA (Designated Outdoor Refreshment Area) rules and regulations from a DORA authorized vendor using DORA authorized containers.

b. Food and Non-alcoholic Beverages.

- i. Food and Non-alcoholic Beverages may be served in any of the Rental Locations.
- ii. If food or beverages are to be served, the Renting Party will assume responsibility for all arrangements, obtaining necessary food permits if applicable, and for cleaning up the Rental Location after the event.
- iii. If the Rental Location incurs damage due to food or beverages, the Renting Party will be billed for custodial hours needed over and above the originally agreed-upon service.
- iv. The Fire Prevention Code must be observed for preparation of food items.

7. Termination

- a. This Rental Agreement is subject to termination at any time by the City.
- b. In the event the City exercises its termination rights under this paragraph, the Renting Party's damages shall be limited to a return of the fee described in Paragraph 4, Section e above only.

8. Insurance Requirements

- a. As indicated in Paragraph 1, the City may require an insurance certificate be obtained by the Renting Party prior to use of any of the Rental Locations.
- b. The determination by the City regarding the requirement of insurance is final.
- c. If insurance is required, the Renting Party must provide an insurance certificate naming the City of Springfield, Ohio as "additional insured." Value of the insurance is typically \$1 million, but this value may be increased depending upon the type of event planned.

For questions or additional information, call the City Clerk's Office at (937) 324-7341.