

CLEARCREEK TOWNSHIP GOVERNMENT CENTER

7593 Bunnell Hill Road, Springboro, Ohio 45066

(937) 748-1267 FAX (937) 748-3252



Board of Trustees

Ed Wade

Jason Gabbard

Steve Muterspaw

Fiscal Officer

Russell Carolus

To the Applicant – Use of Facility Information

The facilities you have requested are the property of the Clearcreek Township Board of Trustees. We ask that if you and your group have received approval for the use of said facility, you take diligent care. Clearcreek Township reserves the right to deny any and all requests without prior notice. The primary function of said facilities is for Clearcreek Township operations. Should any conflict arise, the Clearcreek Township will attempt to remedy such conflict; however, Clearcreek Township operations and training within said requested facility is primary. Please note the following items of information:

- Clearcreek Township Board of Trustees and the Clearcreek Township Administration reserve the right to deny any and all requests.
- All room rentals must provide the Township with documentation from their homeowner's/renter's insurance policy - either a certificate of coverage, or a copy of the policy itself, at the time their application is submitted.
- Requested facilities are to be used ONLY for community organizations, civic organizations, and organizations within the Clearcreek Township and associated meetings.
- There is to be NO food or drink in the meeting or conference room(s) or in any carpeted areas.
- It is the responsibility of the requester to stay with the group throughout the duration of the request of facility.
- It is the responsibility of the requester that no one is permitted to wander about the grounds without first obtaining permission from a Township employee.
- Loud music is strictly prohibited.
- Request to use the telephone is only permitted with the permission of the Clearcreek Township. Local calls only.
- Profit oriented groups are prohibited from using our facilities.
- Groups needing the use of computer and / or audio and visual instruments must bring their own equipment.
- A representative of the Clearcreek Township shall check all facilities prior to leaving said facility to ensure facility cleanliness.
- All rooms and exterior doors shall be properly secured at the end of facility use by the requested person AND a representative of the Clearcreek Township. If a representative of Clearcreek Township is not on site, please use the red phone located in the lobby.

All questions pertaining to the use of any facility shall be addressed to the Township Administrator or his designee. We hope that your stay with us has been a pleasant and memorable one. Thank you for your continued support.

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Use of Facility Application Addendum

Group Name: _____

I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to hold my event and rent the Facility. I will follow the applicable laws and guidelines during the event and my time on the premises.

I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises or from using the Facility and participating in the event there and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Clearcreek Township, its officials, elected or otherwise, agents, employees, contractors, and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises, using the Facility, and/or participating in the event.

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. This Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of Ohio.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES, TO USE THE FACILITY, AND TO PARTICIPATE IN THE EVENT.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Name: _____ Date: _____

Witnessed by: _____