



# Common Ground

The Cindy Nord Center for Renewal

Lodge/Grounds/Lodge & Grounds

14240 Baird Road Oberlin, Ohio 44074 | (440) 965-5551

## PRIVATE EVENT APPLICATION AND LEASE AGREEMENT

PER THE TERMS OF "PRIVATE RENTAL ESTIMATE" ATTACHED HEREWITH, COMMONGROUND AT 14240 Baird Rd 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 : \_\_\_\_\_

Please select the time block(s) of rental: (At this time, we cannot allow Alcohol on our grounds.)

DAY	TIME BLOCK		Lodge/Grounds	Lodge	Grounds	AMOUNT
Monday	9 AM - 3 PM	6 HOURS	\$225	\$175	\$125	
Tuesday	4 PM - 10 PM	6 HOURS	\$400	\$300	\$200	
Wednesday	<b>FULL DAY</b>	<b>12 HOURS</b>	<b>\$550</b>	\$400	\$250	
Thursday	<b>9 AM - 9 PM</b>					
Friday	9 AM-3 PM	6 HOURS	\$325	\$250	\$200	
	4 PM-10 PM	6 HOURS	\$900	\$650	\$400	
	<b>FULL DAY</b>	<b>12 HOURS</b>	<b>\$1,300</b>	\$875	\$550	
Saturday	9 AM - 3 PM	6 HOURS	\$550	\$425	\$300	
	4 PM - 10 PM	6 HOURS	\$1,350	\$975	\$600	
	<b>FULL DAY</b>	<b>12 HOURS</b>	<b>\$1,700</b>	\$1200	\$700	
Sunday	9 AM - 3 PM	6 HOURS	\$550	\$425	\$300	
	4 PM - 10 PM	6 HOURS	\$550	\$425	\$300	
	<b>FULL DAY</b>	<b>12 HOURS</b>	<b>\$925</b>	\$875	\$425	
<b>TOTAL</b>						

**II. LEASE AGREEMENT:** This Lease Agreement is made by and between the above-described Applicant (hereinafter "Applicant" or "Lessee") and Common Ground an Ohio not for profit corporation (hereinafter "CG"). In consideration of the mutual promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, CG agrees to let and the Applicant agrees to lease Rental Space at Common Ground subject to all terms, conditions and regulations as set forth in this Agreement, the Application, and the guidelines and policies of CG, all of which are incorporated herein by this reference: **A. Deposit and Payments:** The lease for this Rental Space at Common Ground is \_\_\_\_\_ . **Deposit is required on or before \_\_\_\_\_** **Deposits and fees paid to CG by the Applicant to reserve Rental Space become non-refundable upon receipt by CG. 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 CG, 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:** CG 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. CG may remedy any violations not remedied promptly by Applicant at Applicant's expense. This may include closing the Rental Space in CG's sole discretion. CG 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, CG 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 CG harmless from all claims arising from the failure to immediately remove such items, including paying all reasonable attorney's fees. Any amount then due CG 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, CG 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, CG has no obligation to minimize or mitigate its damages under this Agreement. **G. Restrictions on Use:** CG 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 CG'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 CG, 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 CG 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 CG, in CG's sole discretion. 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 CG premises, including the Rental Space (including, but not limited to, floors, ceilings, walls, trees and landscape. **Hold Harmless:** While Staff may be provided by CG, 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. CG 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 CG 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 CG other guests and attendees, and all others on or about CG premises or the Rental Space. Applicant expressly agrees to save and hold harmless CG 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:** CG 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 CG's determination shall be conclusive. CG 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 CG. **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 CG 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:** CG 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 CG in the event of any such action by CG to modify, amend, delete, add or otherwise change or alter this Agreement is to notify CG that Applicant objects to such at which time CG may terminate this Agreement and return all Rental Fees received by CG may elect not to make the objectionable alteration. This right to object does not apply to the right of CG to amend or modify its rules and regulations, in CG's sole discretion, which Applicant must observe. CG retains the absolute right to cancel this Agreement by providing at least 30 days' notice of the cancellation. CG will, upon such cancellation, immediately return all Rental Fees received by CG 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 CG cancels this Agreement less than 30 days prior to the rental date or during the rental term, CG 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, CG 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, CG 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 CG and Applicant. In witness whereof, the parties hereto have affixed their signatures as of the date set forth beside their respective signatures.**

APPLICANT:

DATE: \_\_\_\_\_

Common Ground \_\_\_\_\_

DATE: \_\_\_\_\_

**A signed contract and deposit payment are required to hold your date.** Contracts can be returned via email to [cground@commongroundcenter.org](mailto:cground@commongroundcenter.org) Also you may mail or deliver contracts to  
Common Ground 14240 Baird Road, Oberlin OH 44074

Payments are accepted in cash, check, or debit/credit card or online when booking. Checks should be made out to  
Common Ground