

**USAGE CONTRACT FOR
MICHAEL SOLOMON PAVILION
2917 BERKLEY STREET
DAYTON, OHIO 45409**

Today's Date _____

APPLICANT FOR USE OF MICHAEL SOLOMON PAVILION:

Name of Contact Person _____

Address _____

City, State, Zip _____

Day Phone _____ Evening Phone _____

Email _____

EVENT INFORMATION:

Proposed Use of Facility _____

Liability Insurance _____

Date of EVENT _____

Start Time of EVENT _____ End Time of EVENT _____

Access to the Facility for the Event will commence at this time _____ and the Facility will be vacated at this time _____ .

PAYMENTS:

USAGE FEE: \$40 per hour (minimum \$200.00) ALL DAY: \$500.00

Deposit of \$150.00 per event is required. If the Pavilion is in satisfactory condition after the event, the deposit will be returned to the applicant.

Usage fee and deposit must be paid 30 days in advance of the event.

Checks are payable to: Michael Solomon Support Committee

Mail Deposit Check of \$150.00 to Karen Townley, 1192 Sunny Glen Ct, Vandalia, OH 45377

Mail Usage Fee to Renee Arnett, 11261 Baltimore-Phillipsburg Rd, Brookville, OH 45309

The following policies are to be observed at all times. Failure to observe any of the policies may result in immediate termination of the event and forfeiture of fees collected.

1. Smoking is not permitted in Michael Solomon Pavilion.
2. Alcoholic beverages are not permitted in Michael Solomon Pavilion.
3. Building capacity is 240 persons and is not to be exceeded.
4. Applicant agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$1,000,000.00 per occurrence. Such insurance policy shall be carried with companies licensed to do business in the state and shall be non-cancelable and not subject to material change.
5. Applicant agrees to be responsible for repairing any damage to Michael Solomon Pavilion and surrounding parking lot including landscaping which arises from the applicant's Event at Michael Solomon Pavilion.
6. Applicant agrees to hold the City of Dayton, Michael Solomon Support Committee, Miami Valley Dance Council, and the City of Kettering, free and clear from any and all liabilities, whether to persons or property as the result of individuals or organization or the acts of its employees or agent or anyone visiting Michael Solomon Pavilion upon the invitation of said applicant.
7. Applicant further agrees to adhere to all Michael Solomon Pavilion Guidelines for Building Use that have been adopted by the Michael Solomon Support Committee.

CANCELLATION

Applicant may cancel this Usage Contract at any time up to and including 30 days prior to the Event Date by providing written notice of such election to MSSCScheduler@gmail.com and receive a full refund of the Deposit and Usage Fee. Should the Applicant cancel at 29 days or less prior to the Event Date the Usage Fee will be returned, but the Deposit will be forfeited.

GOVERNING LAW

This Usage Contract shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Ohio.

Signature of Applicant: _____

Signature of Michael Solomon Support Committee Treasurer:

Signature of Michael Solomon Support Committee Scheduler:

Deposit _____ Date Paid _____ Check # _____

Usage Fee _____ Date Paid _____ Check # _____

Event Cancelled Date _____ Refund Amount _____ Check # _____

Notes:
