

Event Room at Toft

2001 Columbus Avenue • Sandusky, Ohio 44870

Facility Agreement

1. Toft Funeral Home & Crematory, LLC (hereinafter referred to as "Facility" or "Event Room") and _____ (hereinafter referred to as "Patron") enter into this Facility Agreement on the terms and conditions set out below.

Parties, Showers, Receptions, Corporate Meetings, and more...

...Room Rental \$250.00

Includes up to nine 60" round tables with up to eight chairs per table; three 6' rectangular banquet tables with white coverings; choice of tan/neutral or white round table linens; access to coffee machine and supplies (cups, stirrers, napkins, creamer, sugar)

2. Witness that Facility and Patron, in consideration of their mutual undertaking, agree to as follows:

Type of Event: _____

Date of Event: _____ Time of Event: _____

Estimated Number of Guests (75 MAX): _____

Rental Amount: _____ Catering Amount: _____

Total Amount: _____ **20% NON-REFUNDABLE DEPOSIT DUE TO BOOK, BALANCE DUE PRIOR TO EVENT.**

3. IN WITNESS WHEREOF, Patron has reviewed this entire document and agrees to all terms set forth within.

_____ Day of _____, 20____

Patron Signature: _____ Printed: _____

Address: _____

Phone: _____ Email: _____

Facility Representative: _____ Printed: _____

THIS IS A LEGALLY BINDING CONTRACT

1. Patron, only for the purpose of the event and for no other purpose, shall use the Event Room. Patron shall keep the Event Room in a clean and orderly condition and shall conduct business in a careful and safe manner. Patron shall not use the Event Room or maintain it in any manner constituting a violation of any ordinance, law, statute, or regulation.

2. The maximum capacity of the Event Room is 75 persons. It is the sole responsibility of the Patron to ensure that this capacity limit is observed.

3. Facility reserves the right to inspect and control all activities held in the Event Room.

4. Patron shall not cause or permit any alterations, additions, or changes to any part of the Event Room without first obtaining the written consent of the Facility. All alterations, additions, or changes to the Event Room shall be made in accordance with all applicable laws. No decorations or other items are to block any exits at any time.

5. Pursuant to Ohio Law, no smoking is allowed inside the Event Room. Patron will ensure that all cigarette butts and other refuse be disposed of properly. **TRASH LEFT LYING INSIDE AND/OR OUTSIDE (INCLUDING CIGARETTE BUTTS) MAY RESULT IN A CLEANING FEE OF \$100.00.**

6. At the conclusion of Patron's event, and prior to expiration of the rental hours, Patron shall ensure that all doors and windows of the Event Room are closed and locked. All lights (inside and outside) are to be turned off, except those designated. Trash is to be collected and placed in the provided bags/containers.

7. **ALL PERSONS MUST BE OFF THE PROPERTY BY THE TIME INDICATED ON THE CONTRACT.** Patron shall be knowledgeable of and shall observe and comply with all laws, ordinances, and rules at all times. Failure to comply may result in a fine of \$50.00 per ½ hour past close.

8. Patron will be responsible for any damages to the building, equipment, decoration, and/or fixtures lost or damaged during the event due to any and all activities. **FACILITY HAS THE RIGHT TO CHARGE ACCORDINGLY FOR ANY DAMAGES TO THE EVENT ROOM AND SURROUNDING PROPERTY.**

9. Regardless of whether or not separate, several, joint, or concurrent liability may be imposed upon Facility, Patron shall indemnify and hold harmless Facility from and against all damages, claims, and liability arising from or connected with Patron's control or use of the Event Room

including, without limitation, any damage or injury to person or property. These indemnifications shall not include any matter for which the Facility is effectively protected against by insurance. If Facility shall, without fault, become a party to litigation commenced by or against Patron, then Patron shall indemnify and hold Facility harmless. The indemnification provided by this section should include Facility's legal costs and fees in connection with any such claim, action, or proceeding. Patron does hereby release Facility from all liability for any accident, damage, or injury caused to person or property on or about the entire property located at 2001 Columbus Ave., Sandusky, OH, whether due to negligence on the part of Facility and notwithstanding whether such acts or omission be active or passive. Facility and Patron do each hereby release the other from all liability for any accident and/or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

10. Whenever a license and/or permit is required for Patron's function, such license and/or permit shall be procured from the proper public authorities by the Patron at Patron's own expense.

11. Facility provides no permits for the purchase, distribution, serving, or consumption of alcohol. If alcohol is provided by Patron, then all applicable laws must be followed, and Patron assumes any and all responsibility for the actions taken by any and all persons who consume alcohol. Unauthorized use of beer, wine, or other liquor entitles staff to terminate an event immediately. Any event at which alcohol is served and/or consumed must end by 10 P.M.

12. Any person less than 21 years of age is considered a minor. Minor parties must be chaperoned by adults. Adult chaperones (over 21 years of age) are to be in continual attendance at all activities in the ratio of at least one adult for every 15 minors.

13. No pets or animals are permitted to be in or about the property at any time.

14. Facility will not be responsible for articles lost, stolen, or forgotten during the course of the event, and will be held harmless.

15. Catering packages are offered at set rates via a contract between Facility and an outside vendor. Liability of Facility is limited to ordering the selected catering. No warranties, express or implied, are made regarding food and/or beverage provided by an outside vendor. Food and non-alcoholic beverages may be prepared offsite and brought in by the Patron. **NO FOOD MAY BE PREPARED IN THE EVENT ROOM.**

BY INITIALING HERE, PATRON AGREES TO
ALL TERMS SET FORTH ABOVE.