

**Member Rental Agreement For Bella Villa Hall
At 2625 County Line Road, Kettering, OH 45430-1801 (937) 258-3600**

This Hall Rental Agreement for members is made between the Societa Di Mutuo Soccorso Italiana of Dayton, Ohio, an Ohio Corporation, located at 2625 County Line Road, Kettering, Ohio (referred to as the "CORPORATION") and the undersigned member of the Societa Di Mutuo Soccorso Italiana of Dayton, Ohio (referred to as The "MEMBER").

To Qualify, a MEMBER must be in good standing and a current member of Societa Di Mutuo Soccorso for one (1) calendar year **prior** to the rental date with all membership dues current. A MEMBER may rent the Hall for the MEMBER'S own use or for the MEMBER'S parents and children. A MEMBER shall not sublet the hall rental for personal gain, to a non-member, or fundraiser without permission from the CORPORATION.

Bella Villa Hall at 2625 County Line Road, Kettering, Ohio, is available to a MEMBER for a rental rate as established by the CORPORATION under the following conditions. Rental includes use of the hall, picnic area, paved parking area, exterior grounds and the bocce courts only (garage and bandstand are excluded). Rentals are limited to a total number of 232 people (hall and exterior grounds) at any one time during the rental period. The legal occupant limit of the Hall is 232 people. Events to honor members of multi (unrelated) families, such as but not limited to, group graduation or retirement celebrations, shall not be permitted. However, a waiver may be requested if the multi (unrelated) families are all members of the John Pirelli Lodge. The MEMBER may have access to the Hall only on the date of the rental, unless special arrangements are made with the CORPORATION. The Hall shall be opened and closed by the MEMBER renting the hall. The time for the start and end of the rental period shall be specified and agreed to between the Member and the CORPORATION at the time of the signing of this Agreement.

At the time this Agreement is signed, the MEMBER shall pay a rental fee of \$325.00, and an additional security deposit of \$300.00. The **security** deposit of \$300.00, less any damages or excessive cleaning costs, will be refunded within 10 business days after the rental date provided the rental **condition** meets the criteria as set forth in the Agreement. A representative of the CORPORATION **may be** present during the event to ensure that the rental meets the criteria as set forth in the Agreement. The CORPORATION will decide on damages or cleaning costs. In the event any damage to the property exceeds the security deposit, MEMBER will be held responsible for the amount in excess of the deposit. The MEMBER will be notified of said amount and shall pay the excess within thirty (30) days after receiving notice. A violation of any terms and conditions will result in forfeiture of the security deposit and the MEMBER'S good standing. The MEMBER renting the hall MUST BE PRESENT during the entire occupied rental period.

I. USE OF GROUNDS

- NO SMOKING PERMITTED IN THE BUILDING, SHELTER OR BOCCE COURTS.

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- ALL DAMAGES, CONDUCT INCIDENTS, OR INJURIES SHALL BE REPORTED TO THE CORPORATION.
- **KITCHEN USE**- The use of the Kitchen is for **MEMBERS ONLY**. A “non-member” caterer shall not prepare food in the hall. One refrigerator and one freezer is included with the rental. No use of the Convection Ovens, Dishwasher, Pasta Cookers, Kettle and Lodge equipment is permitted without the special permission of the **CORPORATION**. Renter shall provide all utensils, cookware , and serving items.
- **HALL USE** - NO HALL FURNITURE IS TO BE TAKEN OUTSIDE. NO DECORATIONS ARE PERMITTED ON THE WALLS, CEILING OR FIXTURES INCLUDING TAPE, NAILS OR ANY FASTENING DEVICE. Decoration hangers are provided on the ceiling. Hall artwork will not be removed. NO RICE, CONFETTI, BIRD SEED, or any similar material may be used on the property or in the Hall. The Lodge audio system shall not be used without special permission from the CORPORATION. MEMBER will provide an audio/PA system. NO music and entertainment inside the hall permitted after 11:00pm. All persons must leave the property by one(1) o'clock am.
- **OUTSIDE GROUNDS**- Parking in marked spaces only. NO VEHICLES PERMITTED BEHIND BUILDING OR REAR LAWN. Overflow parking permitted on North lawn along North access road only (Armory Side). No music or entertainment outside after 10:00 pm; no activity is permitted on the ground, including the Bocce Courts, after 11:00 pm. All sound shall be pointed to the North, away from the residential neighbors. Bocce Courts are included in the rental. All balls shall be returned and locked. MEMBER will supervise all play. High tossing, slamming of balls or horse play is not permitted. The erection or use of any temporary structure, including but not limited to tents, awnings, canopies, children’s inflatable toy/house, etc. requiring stakes, of any size, or any manner of device penetrating the ground is expressly forbidden south of the services drive. Tents are permitted north of the service drive ONLY by special permission from the **CORPORATION**. Please note electrical service is not available north of the service drive.
- **CLEAN UP** - Tables and chairs shall be restored to the condition existing prior to rental. Wash tables and place chairs on top of the tables at the end of the rental period. All equipment or items carried into the hall shall be removed at the end of the rental. All trash inside the hall and on the grounds shall be removed and placed in the provided dumpster. Replace bags in all trash cans. All boxes shall be broken down before placing them in the dumpster. Turn off all lights, place key in Suggestion Box, lock all doors and set alarm code.
- **FIRE CODE** - No bonfires or open flames. All candles must meet fire codes and be enclosed. All doors and exits must be kept clear. Any decorations, furniture, or items carried into the hall in violation of the fire code will be removed at the CORPORATION’S request.

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All cooking must be in the kitchen under the exhaust hood or outside on the concrete pad.
No cooking or grilling under the shelter house.

II. MEMBER RESPONSIBILITY AND LIABILITY

- **MEMBER RESPONSIBILITIES**- The **MEMBER** is completely responsible for proper use of the Hall and grounds as outlined in this agreement, the conduct and behavior of those present during the entire rental period, and for their own conduct. As a member of the Societa Di Mutuo Soccorso Italiana and the John Pirelli Lodge #1633, the **MEMBER** is responsible and expected to conduct themselves, and to ensure the conduct of the attendees during the entire rental period is in conformance with the by-laws of the Order, within socially acceptable norms, and do not reflect in a negative manner on the **CORPORATION** or its membership. The **MEMBER** agrees to comply with State and Local laws pertaining to the use, serving and dispensing of alcoholic beverages on the premises. The sale of alcoholic beverages, rather individual or as part of a package price, or “for a donation”, or separately purchased ticket or token is expressly forbidden in conjunction with any rental or charitable event.
- **IN CASE OF EMERGENCY**- The **MEMBER** shall report any incident (injury, accident, disturbance, ect.) to the **CORPORATION** immediately. A violation of any terms and/or conditions of this agreement as determined by the **CORPORATION**, and any behavior deemed inappropriate by the **CORPORATION**, with or without intervention by law enforcement, may subject the **MEMBER** to disciplinary action by the **CORPORATION**.
- **MEMBER’S LIABILITY**- The **MEMBER** agrees to be completely responsible for any and all damages and personal injuries which may occur, either as a result of accidents or intentional acts of the **MEMBER** guests, and/or vendors secured by the member in the hall, on the grounds, in the parking lot or off premises. The **MEMBER** covenants at all times to hold harmless the **CORPORATION** and its agents from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the Hall, or to the property itself resulting from any act done, or omission by or though the **MEMBER**, its agents, contractors, employees, invitees, or any other person on the Premises by reason of the **MEMBERS** use or occupancy or resulting from **MEMBERS** non-use, or possession of said property and any and all loss, cost, liability, or expense resulting there from; and at all times to maintain said Hall Premises and the surrounding property, in a safe and careful manner. It is highly recommended that the **MEMBER** obtain general liability insurance covering the day of the event in the minimum amount of one million dollars with the **CORPORATION’S** insurance agent (The Uhl Agency: 7755 Paragon Road, Suite 100, Dayton, OH 45459, (937)343-9090; attention, Mark McNulty) or in a form and amount satisfactory to the **CORPORATION**.

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III. INQUIRIES/PERMISSION

- All rental inquiries must be made directly to, and any special received from, the **CORPORATION** representative Laurie or Willie Hickey who can be reached at 937-344-2910 or 937-789-2369 if any questions/concerns arise. **Be advised; the CORPORATION'S representative named above is the ONLY individual who has the authority to provide the MEMBER with direction, instruction and special permission concerning the rental and the use of the hall and the grounds as described herein.**

IV. COMPLETE AGREEMENT

- This **RENTAL AGREEMENT** replaced any and all prior fee agreement entered into between **CORPORATION** and **MEMBER**.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT. ADDITIONALLY, I ACKNOWLEDGE THAT ANY VIOLATION OF THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT SHALL RESULT IN THE LOSS OF MY SECURITY DEPOSIT.

MEMBER'S SIGNATURE _____ Date signed: _____

CORPORATION'S SIGNATURE: _____ Date signed: _____

(Authorized signature of Representative of the CORPORATION).

Make checks payable to: **SOCIETA DI MUTUO SOCCORSO; PAYMENT REQUIRED - 2 SEPARATE CHECKS ONE FOR THE \$325 (RENTAL FEE) AND ANOTHER FOR \$300 (DEPOSIT).**

Please complete the following information (Print):

MEMBER NAME: _____

ADDRESS: _____ PHONE # _____

DATE OF EVENT: _____ TYPE OF EVENT: _____

Rental rate paid: \$ _____ Deposit paid: \$ _____

Total paid when this agreement is signed: \$ _____

PLEASE READ COMPLETELY, SIGN, DATE AND RETURN TO THE CORPORATION. PRINT A COPY FOR YOUR RECORDS. YOU MAY BRING THE CONTRACT TO THE MEMBERSHIP MEETING OR MAIL TO LAURIE HICKEY, 1935 HIGHLAND MEADOWS DR., CENTERVILLE, OH 45459

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Checklist for clean up after a rental or Lodge Party

1. Tables in place for membership meetings.
2. Wash table tops and put chairs on top of the tables.
3. Take trash to the dumpster and put inside the dumpster.
4. Replace trash bags inside all the containers.
5. Remove all decorations.
6. If you use any dishes, pots and pans, wash them and put them away.
7. If you changed the thermostat, return it to the original setting.
8. Put the key in the suggestion box.
9. Turn off all lights and lock all doors (check all 3 doors).
10. Set the alarm system.

Outside cleaning for used spaces

1. Return all Bocce balls to the cabinet and lock it.
2. Clean up the yard and shelter of all trash.
3. Empty trash cans and place bags in the dumpster.
4. Put new trash bags in the trash cans.

Excerpts for Ohio Fire Code

Candelabras with flame lighted candles shall be securely fastened in place to prevent overturning and shall be located away from occupants and away from possible contact with drapes, curtains or other combustibles.

Candles shall be prohibited in areas where occupants stand or in an aisle or exit.

Hand held candles shall not be passed from one person to another while lit.

Open flames from candles shall not be located on or near decorative material or similar combustible materials.