



B & O DEPOT  
FACILITIES USE AGREEMENT

B & O Depot Restoration, Inc. hereby agrees to permit \_\_\_\_\_, ( hereinafter referred to as the "Guest") to use the B &O Depot (hereinafter referred to as "Depot"), located at 507, W. High Street, Mount Vernon, Ohio 43050 on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Reservations: The Depot may not be reserved greater than 365 days in advance. To complete a reservation, a deposit and the event fee must be made in full within 90 days of the event. Until the deposit and rental fee is received, and the Guest receives written verification of the scheduled time of use, the reservation is not complete. If an event is cancelled ninety (90) days before the scheduled event, the deposit will be returned and the rental fee except for a \$25.00 service charge. If the event is cancelled within ninety (90) days before the event, the deposit will returned and one half of the rental fee. If the event is cancelled ninety (90) days prior to the event, the rental fee may be applied to another day with a Twenty-Five Dollar (\$25.00) service charge.

Event:

The event to be held at the Depot will be \_\_\_\_\_.

Number attending: The estimated number attending the event will be \_\_\_\_\_.

Resources Required: The following resources of the Depot will be required:

- A. Tables: \_\_\_\_\_ Number: \_\_\_\_\_
- B. Chairs: \_\_\_\_\_ Number: \_\_\_\_\_
- C. Table Settings: \_\_\_\_\_ Number: \_\_\_\_\_
- E. Kitchen Facility: \_\_\_\_\_

Charge: The charge for use of the building shall be: \_\_\_\_\_. Said costs represent as nearly as can be reasonably determined the actual out-of-pocket costs incurred to allow for the use of said facilities.

Deposit: The deposit for the use of the building shall be: \_\_\_\_\_. Damages to the building may be withheld from the deposit. In the event damages to the facility or its contents in an amount greater than the deposit, the entity and/or individual signing below shall be responsible for the actual damages incurred.

Stated Damages Charges:

Broken or lost dish: \$10

Broken or lost glass: \$10

Time of Event: The event will be held from \_\_\_\_\_ to \_\_\_\_\_. The building will be available for event preparation at \_\_\_\_\_. The building vacated with the event items removed, and the kitchen must be cleaned by \_\_\_\_\_.

Parking: The facility has limited on-premises parking spots available which includes 2 for handicap parking. Additional parking is permissible on the street areas surrounding the building. The Guest will be responsible for notifying the participants of parking availability and traffic control if required. We suggest car pooling.

Permitted Activities in the Premises: The Depot is a building that has been restored through the kindness and generosity of the citizens of Mount Vernon, Ohio. Groups and individuals desiring to use the facility must understand and agree to keep their event within the decorum of the facility. It is expected and required that those attending events at the Depot do not engage in excessive use of alcohol, noise, or behavior inconsistent with the facility. During the scheduled event, a member or representative of the B & O Restoration, Inc. board will be in attendance and act as the Depot Supervisor. In the event activity occurs which in the SOLE DISCRETION of the Depot Supervisor is inappropriate for the facility, the event will be terminated immediately and the ability to use the facility will cease.

**The following are prohibited activities:**

1. The use of tobacco or possession and unauthorized use of a controlled substance is prohibited anywhere on the B & O Depot premises. Alcohol is permitted in quantities and in a manner appropriate for the facility. Alcohol distribution must be properly licensed by the caterer.
2. There are no pets permitted in the premises other than service animals. No service animals are permitted in the catering kitchen facility.

**Additional Requirements by the User:**

The Guest shall provide its own contingency plan of action should an emergency occur. There should be a designated person to call the emergency squad, and the designated person shall familiarize the group of the policies of the Depot contained herein as well as the location of the safety notices, bathrooms, and exits.

Contact person: The name of the contact person for the Guest is \_\_\_\_\_.  
His/her telephone number is \_\_\_\_\_ and the address is \_\_\_\_\_.

The Contact person for the Depot is \_\_\_\_\_, whose phone number is \_\_\_\_\_.  
All communication concerning the use of the facility should be through the Depot contact person.

Indemnification: The undersigned, on behalf of themselves, his/her corporation/entity, agrees to indemnify, save and hold harmless, the City of Mount Vernon, B & O Restoration, Inc., their officers, employees, and agents from any judgment, award, settlement, loss, damage, expense, court costs, or attorney's fees, which may arise through the use of the undersigned premises or areas including the parking lots.

Authority: The undersigned represents that he/she has the authority to act on behalf of themselves, or the corporation or entity using this facility. Further, the undersigned agrees that any individuals who would use the premises will be advised of the conditions contained herein.

(Name of Organization) \_\_\_\_\_ B & O Depot, Inc. \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title/Position \_\_\_\_\_ Title/Position \_\_\_\_\_

*Please remind your program participants the B&O Depot is a smoke-free facility.*