



Village of Newburgh Heights

3801 Harvard Ave., Newburgh Heights OH 44105 Phone: (216) 641-4650

Plaza Reservation Agreement

This Plaza Reservation Agreement is entered into by and between the Village of Newburgh Heights, Ohio, 3801 Harvard Avenue, Newburgh Heights, Ohio 44105 (the "Village") and , Newburgh Heights, Ohio 44105 (the "Resident") on this ____ day of _____, _____.

WHEREAS, the Resident wishes to reserve exclusive use of the Village's 42nd St Plaza; and

WHEREAS, the Village is willing to permit the reservation and exclusive use of the Village's 42nd St Plaza; in exchange for the consideration set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

- Reservation.** The 42nd St Plaza (the "Plaza") shall be reserved and a permit shall be issued by the Village of Newburgh Heights Housing & Building Department for use by the Resident on the date and at the times set forth on the Plaza Reservation Application attached hereto as Exhibit A, subject to the terms and conditions set forth herein, and further subject to certain rules and regulations applicable to plaza use.
- Deposit.** Resident shall deposit the amount of \$50 upon signing this agreement as a security deposit for use of the Plaza. Failure by the Resident to (i) abide by the terms of this agreement of (ii) abide by the Plaza rules and regulations or (iii) to clean up the Plaza, tables, benches and general plaza area shall result in forfeiture of the Resident's security deposit.
- Indemnification.** Resident shall indemnify, defend and hold harmless the Village and its elected officials, appointed officials, department heads, employees, agents and officers (collectively hereafter referred to as the "Village") against any and all losses and/or claims resulting from or arising out of the Resident's use of the Plaza, including, but not limited to, indemnification against any claim or loss suffered or claimed to be suffered by any third party. Resident hereby waives all claims against Village for damage to any property or injury to or death of any person in, upon or about the Plaza arising out of the Resident's reservation and/or use of the Plaza and from any cause whatsoever. Resident shall hold the Village harmless of and from all fines, suits, claims, demands, losses and actions for any injury or death of any person or damages to or loss of property in, on, or about the Plaza caused by the negligence or misconduct of, or breach of this Agreement by, Resident, its heirs, assigns, transferees, invitees, guests, subtenants or by any other person entering the Plaza under the express or implied invitation of Resident, or arising out of Resident's use and/or reservation of the Plaza, or otherwise. The foregoing indemnity obligation shall include, but not be limited to, reasonable attorneys' fees, investigation costs and all other reasonable costs and/or expenses incurred by the agents, successors, assigns, predecessors, subsidiaries, affiliates, partners, shareholders, employees, officers, and directors.
- Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the state of Ohio, and any action to enforce the terms shall be brought in a court of competent jurisdiction in Cuyahoga County, Ohio.

6. **Entire Agreement.** This Agreement supersedes all prior understandings and represents the entire agreement between the parties hereto. No additions, variations, or modifications to this Agreement shall be valid unless set forth in writing and signed by all parties.
7. **Counterparts.** This Agreement may be executed by the parties in any number of counterparts, each of which when taken together constituting the one and the same original, binding Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the first date set forth above.

Witnesses: RESIDENT

	<i>Signature</i>	<i>Date</i>
	<i>Print name</i>	

Witnesses: VILLAGE OF NEWBURGH HEIGHTS

	<i>Signature</i>	<i>Date</i>
	<i>Rental Agreement Representative (Village)</i>	

PLAZA HOURS 10:00 a.m. until Dusk

PLAZA RULES

- No motorized vehicles or cycles
- No littering — \$500 fine
- No loud music, noise
- No political events, rallies, activities
- No use of foul or vulgar language

PLAZA RULES

- Plaza is for use of Newburgh Heights residents only.
- The resident reserving the plaza must remain on the premises during the entire event
- Priority of use goes to groups holding an authorized event (resident must register and submit deposit) and other users must yield to them
- Any decorating must be freestanding, and nothing shall be adhered to the plaza its tables, chairs, or equipment in any way (no tack, staples, nails, etc.)
- Tables, benches etc must remain inside pavilion
- No parking on grass areas of sidewalk area
- No motorized vehicles or cycles

- Only low-volume sound or music, which does not interfere with others, is permitted, and only in the confines of the immediate plaza area
- Users are required to remove all debris, trash prior to leaving plaza along with the surrounding areas used (sidewalk, surrounding grass)
- Use of foul or vulgar language is prohibited
- Anyone caught defacing or damaging Village property will be prosecuted to the extent of the law
- Plaza hours 10:00 a.m. until dusk
- Groups of 10 or more require a permit