

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE AVON LAKE HIGH SCHOOL BOOSTERS, INC. FOR OWNERSHIP AND USE OF TENTS AT VARIOUS COMMUNITY EVENTS IN AVON LAKE AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake desires to enter into an agreement with the Avon Lake High School Boosters, Inc., a nonprofit corporation; and

WHEREAS, the City has shared ownership of tents with the Avon Lake High School Boosters, Inc. that will be used during community nonprofit events held on City property; and

WHEREAS, the City and Avon Lake High School Boosters, Inc. have agreed to the terms of said usage and ownership; and

WHEREAS, Council coming to consider said agreement has determined that it is acceptable to this Council.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized and directed to sign an agreement with the Avon Lake High School Boosters, Inc. to establish the ownership and the usage of tents for nonprofit community events that will be held on City property. (Exhibit A)

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure to ensure the timely and efficient operations of the City, thus for the public welfare. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: 7/10/2023

/s/ Martin E. O'Donnell

President of Council

POSTED: 7/14/2023

APPROVED: 7/11/2023

ATTEST: /s/ Valerie E. Rosmarin
Clerk of Council

/s/ Gregory J. Zilka
Mayor

AGREEMENT

This AGREEMENT (this “Agreement”), made by and between the City of Avon Lake, a municipal corporation (the “City”), and Avon Lake High School Boosters Inc., an Ohio nonprofit corporation (“Boosters”) (with Boosters and City being individually referred to in this Agreement as “Party” and collectively referred to as “Parties”), is to EVIDENCE THAT:

A. The Boosters purchased tents at a cost of Nineteen Thousand Nine Hundred Ninety-Nine and 99/100 Dollars (\$19,999.99) and the City purchased tables and chairs at a cost of Nine Hundred Ten and 00/100 Dollars (\$910.00), which the Parties purchased for use by the Boosters, the City, and other nonprofit organizations in Avon Lake.

B. The Boosters desires for the City to share in the cost of the tents, and the City agrees to pay a portion of the cost paid by the Boosters for the tents.

C. The Boosters and the City desire to set forth terms and conditions for nonprofit organizations using their tents, tables, and chairs.

NOW, THEREFORE, the Parties agree as follows:

1. **Consent.** The consent of each of the City and Boosters is hereby given to (a) jointly or separately use the tents, tables, and chairs and (b) jointly or separately allow the tents, tables, and chairs to be used by other nonprofit organizations in Avon Lake.

2. **Cost.** The City agrees to reimburse Boosters for approximately one-half of the price the Boosters paid for initially purchasing the tents. Accordingly, the City shall pay to Boosters the amount of Ten Thousand Dollars and 00/100 Dollars (\$10,000.00), which is approximately one-half of the purchase price.

3. **Terms and Conditions.** The City and the Boosters shall only allow the tents, tables, and chairs to be used by nonprofit organizations on the terms and conditions attached to this Agreement as Exhibit A. The City is also entitled to fifteen percent (15%) of the net profits generated by the Boosters from events that use the tents. The Boosters should coordinate with the City to schedule the installation and the removal of the tents at a time convenient to the City.

4. **Miscellaneous**

a. **Amendment; Termination.** This Agreement may only be amended by a written agreement of the Parties. This Agreement may be terminated by either Party upon sixty (60) days prior written notice to the other Party.

b. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronic signatures included in a pdf file, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall become effective when counterparts have been signed by each Party and delivered to the other Parties, it being understood that the Parties need not sign the same counterpart.

c. **Entire Agreement.** This Agreement shall be deemed to contain all the terms and conditions agreed upon, it being understood that there are no outside representations or oral agreements.

d. **Notices.** All notices needed or permitted to be given under any agreement shall be in writing and delivered by hand or overnight courier, or mailed by certified or registered mail, return receipt requested, at the addresses stated below:

If to Boosters:
Avon Lake High School Boosters Inc.
175 Avon Belden Road
Avon Lake, OH 44012
Attn: Tracey Corbo, President
traceyecorbo@gmail.com
(440) 949-9604

If to City:
City of Avon Lake
150 Avon Belden Road
Avon Lake, OH 44012
Attn: Gary A. Ebert, Esq., Law Director
GAEBert@avonlake.org
(440) 930-4122

cc: Erin Schaefer
coacheerins@gmail.com
(440) 653-6617

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth below.

City of Avon Lake

Avon Lake High School Boosters Inc.

Gregory Zilka, Mayor

Date: _____

Tracey Corbo, President

Date: _____

Approved as to form:

Gary A. Ebert, Esq., Law Director

Date: _____

Erin Schaefer

Date: _____

EXHIBIT A
Terms and Conditions for Rental of Tents, Tables, and Chairs

The City of Avon Lake (“City”) and Avon Lake High School Boosters Inc. (“Boosters”) have established the following rules for any nonprofit organizations that apply to use their tents, tables, and chairs (“Renters”). The rules apply to the Renter, the Renter’s guests, the Renter’s service providers, and any individual(s) connected to the Renter’s event. Both the City and Boosters reserve the right to cancel any event at any time based on a violation of these rules. The City and Boosters will deny future reservations for anyone who violates any of these rules.

1. **Limited to nonprofit use.** The tents, tables, and chairs cannot be rented for personal use. Only nonprofit organizations may apply to rent the tents, tables, and chairs, and nonprofit organizations may only use the tents, tables, and chairs for their organizations’ activities and events.
2. **Cleaning.** Renter is responsible for cleaning the tent after the event and leaving tent in the same condition it was in before Renter’s reservation.
3. **Damage and Repairs.** If there is any damage to the tent, tables, or chairs, then Renter will be responsible for the full cost of repairing the damage or replacing the tent, tables, or chairs. The City and Boosters are entitled to bill the Renter for the costs of repairs.
4. **Insurance.** The Renter must pay for and maintain a certificate of liability event insurance, which names the City of Avon Lake and Avon Lake High School Boosters Inc. as additional insureds in the amount of \$1,000,000. The certificate must also name the Renter and event date.
5. **Security.** If the Renter will serve alcohol, then the Renter must set-up police security with the Avon Lake Recreation Department at its applicable rates. Otherwise, if the Renter is not serving alcohol, then the City shall not be bound to provide any security beyond ordinary police and fire protection available to all citizens of the City.
6. **City Labor.** The Renter shall pay wages for any employees of the City required to work during an event requiring the rental, including for overtime hours worked, which may be waived by the City and Boosters.
7. **Indemnity.** The Renter agrees to indemnify, defend, and hold the City and the Boosters and all of their affiliated buildings, programs, and employees harmless from all cost and expense resulting from any claims, suits, or liabilities of any kind, including attorney fees, arising from or purporting to arise from the conduct, activity, or any other transaction involving the Renter, its guests, or invitees. This term shall survive the end of the Renter’s event.
8. **Covid-19 and health concerns.** Renters shall follow all federal, state, and local orders, instructions, policies, best practices, and similar guidance related to the COVID-19 global health pandemic and other health emergencies. This necessarily includes all requirements about social distancing, masks, and anything else needed to ensure the public health. The contractor shall indemnify and hold the City harmless from any claims, demands, suits, citations, or enforcement actions that in any way relate to infectious diseases.