



Wartinger Park  
Tobias-Zimmer Barn  
3080 Kemp Road  
Beaver Creek, OH

Mailing Address  
789 Orchard Lane  
Beaver Creek, OH 45434  
parks@beavercreekohio.gov

## Tobias-Zimmer Barn

### General

1. You must be at least 21 years of age to rent facility.
2. Alcohol is permitted upon approval from Director. A Liquor Liability insurance policy is required and must be purchased through the City. A quote will be obtained upon request.
3. Be present at the premises PRIOR to the presence of the first participant or guest of the event and for the duration of the event.
4. Music may not disturb neighboring residents. Do not disturb the peace through conduct or noise.
5. Set up and/or decorating needs are your responsibility, AS IS returning the facility to the condition you found it in.
6. Tobias-Zimmer Barn is a non-smoking facility. Smoking is not permitted inside the building.
7. Please make note of the location of fire extinguishers and emergency exits and familiarize yourself with their use prior to the start of your event for the safety of you and your guests.
8. Treat the premises and all equipment with the utmost care and caution leaving it the way you found it. If you break an item, you will be required to replace it.
9. Consider your decorating carefully, taking into consideration the following:
  - a. Sticking or nailing items to the walls is not permitted
  - b. Glitter or confetti use of any kind is not permitted
  - c. Items left at Tobias-Zimmer Barn for more than seven (7) days after rental will become the property of the City of Beaver Creek.
10. Open flames, of any kind, are not permitted.
11. Turn off all lights in the premises before leaving.
12. Place all trash in appropriate trash cans before leaving. Bagged trash must be placed in dumpster that is located outside the building.
13. Wipe off all tables; stack tables and chairs against the wall. Please do not put tables away dirty.
14. Clean up all spills and messes that occur during your event.
15. Ensure all exterior doors are locked as you leave.

### Payment

1. Beaver Creek residents (City & Township) is \$200/4 hours; \$50 each additional hour. Non-resident cost is \$240/4 hours; \$60 each additional hour.
2. Non-refundable deposit is required to hold reservation. Deposit will be 50% of total reservation fee. Balance is due 60 days prior to reservation. (Deposits may be returned if the event is cancelled within 5 days of booking time). 3% charge for credit card payment.
3. You may add hours for your rental up to the day prior of rental, however, there is no refund if you reduce the amount of hours within 60 days.
4. If reservation is made with less than 30 days notification, full payment is due at time of reservation.

5. You may pick up keys to Tobias-Zimmer Barn the day prior to your reservation at the Municipal Maintenance Facility; 789 Orchard Lane. You must show a valid ID.
6. Only 1 rental per day, no matter how many hours are requested or already rented.
7. Reservations are available one (1) year to the date.
8. Transfer of dates: you are allowed a one (1) time transfer with no penalty if you need to change your date. This date must fall within the same calendar year (or within a 2-month time span). If you choose another date after your first transfer, you will forfeit your reservation fee and you will be required to reserve the facility again.
9. Refunds will not be issued due to weather related conditions.
10. Refund requests must be made in writing and received by the Parks & Recreation Division 30 days prior to event in order to receive a refund on your balance. Deposits are not refundable. There is no refund for requests made after 30 days. There is no processing fee for any refunds.
11. You will be billed for the following if not in compliance:
  - Cost of cleaning, if not completed (this includes the manpower to clean plus all cleaning supplies)
    - Spills/stains left on floor, tables and/or chairs
    - Excess crumbs/debris
    - Trash cans not emptied
    - Tables & Chairs not stacked
    - Decorations that need to be removed
  - Keys not returned by the Tuesday after your event.
  - Any damage to the facility (reasonable wear and tear expected)
    - Holes in walls
    - Broken windows
    - Broken tables and/or chairs

**Emergency Numbers**

There is no land line at Tobias-Zimmer Barn and 911 cannot be traced from cell phones.

Tobias-Zimmer Barn Address: 3080 Kemp Road

If you need assistance, please call one of these numbers:

Beavercreek Township Fire Department: (937) 426-1213

Beavercreek Police Dept. (Emergency and Non-emergency): (937) 426-1225

**Key Loan Agreement**

Date Issued \_\_\_\_\_ By \_\_\_\_\_

Date Returned \_\_\_\_\_ By \_\_\_\_\_

Front Door

Dumpster

Liquor Liability insurance, if applicable

1. I agree to use the key(s) for the intended purpose. I will return the key(s) when finished, and I will not duplicate or loan out the key(s).
2. I have read and agree to adhere to the above rules and regulations. I accept responsibility for occurrences during my time at Tobias-Zimmer Barn.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Waiver of Liability:** In consideration of you accepting my reservation for a City of Beavercreek Parks, Recreation and Culture activity, I hereby, for myself, my child, my heirs, executors and administrators, waive and release any and all rights and claims for damages I or my child may have or may acquire in the

future against the City of Beavercreek, Beavercreek Township and its representatives, successors and assigns for any and all injuries suffered by myself or my child in connection with the said reservation(s). I do hereby grant and give these groups the right to use my or my child's photograph or image with or without my child's name, both singly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Beavercreek, Beavercreek Township and its representatives, successors and assign harmless of and from any and all liability of whatever nature which may arise out of or result from such reservation(s). For the consideration stated above, I further agree that in the event that my child repudiates or attempts to repudiate such release, I will personally indemnify and save harmless the City of Beavercreek Parks, Recreation and Culture Division, its successors and assigns, for any and all loss and damage occasioned thereby

**Terms & Conditions:** This agreement constitutes a contractual binding both parties to certain obligations.

- The applicant agrees to observe and obey all Parks Rules and Regulations. It shall be the responsibility of the applicant to pay the required fee at the time of reservation.
- The City of Beavercreek agrees to maintain the facility, to assure that the facility is prepared properly for the agreed upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year.

#### **Alcohol Permit**

Permission has been granted to consume alcoholic beverages for the private party on the above-mentioned date and times if signed by the Director of Parks.

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Parks Director \_\_\_\_\_ Date \_\_\_\_\_  
Beavercreek Code of Ordinances 95.18 Letter O

Revised: 12/2023