



**PORTER TOWNSHIP**

**Board of Trustees**

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**Home of Delaware County's Only Covered Bridge**

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# Facility Use Permit

No. \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Permission is hereby granted to \_\_\_\_\_  
(Organization)

for the use of \_\_\_\_\_

for \_\_\_\_\_ people, from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Date(s) \_\_\_\_\_

The applicant and sponsoring group agrees to abide by the rules and regulations of Porter Township, Delaware County, Ohio, the laws of the State of Ohio and the following:

1. To use only the facility described above.
2. To vacate the premises at the scheduled time.
3. To NOT PERMIT ALCOHOLIC BEVERAGES or INTOXICATED PERSONS IN THE FACILITY.
4. To clean the facility and return it to the previous condition and place all refuse in containers provided by the Township.
5. To reimburse the Township for any damages to the facilities, building and equipment.
6. To Not Allow the Attachment of decorations, posters, signs, or similar items to the facility.
7. To return all Township property to designated storage spaces.
8. To remove all personal property by the end of the period of use.
9. To be responsible for the group's conduct. (groups that abuse the facility or violate the rules and regulations will not be issued future permits and charges for damages will be assessed)
10. To Not discriminate against any participant because of race, color, religion, sex, age, handicap, or natural origin.

Permit is granted on condition that if facility is needed for a Porter Township function, permittee shall forego use of facility, and all payments and deposits will be refunded to the applicant.

(OVER)

THE APPLICANT HEREBY AGREES THAT THE USE OF THE FACILITY DESCRIBED ABOVE SHALL BE UPON THE CONDITIONS LISTED ABOVE AND AT THE EXCLUSIVE RISK OF THE APPLICANT AND HIS/HER GUESTS, AND NO LIABILITY SHALL BE ATTACHED TO PORTER TOWNSHIP, DELAWARE COUNTY, OHIO, ITS BOARD OF TRUSTEES, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, VOLUNTEERS, AND OTHERS WORKING ON BEHALF OF PORTER TOWNSHIP.

THE APPLICANT FURTHER AGREES TO DEFEND, PAY ON BEHALF OF, INDEMNIFY AND HOLD HARMLESS, PORTER TOWNSHIP, DELAWARE COUNTY, OHIO, ITS BOARD OF TRUSTEES, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, VOLUNTEERS, AND OTHERS WORKING ON BEHALF OF PORTER TOWNSHIP, AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LOSS (INCLUDING ALL COSTS CONNECTED THEREWITH, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES) FOR ANY DAMAGE WHICH MAY BE ASSERTED, CLAIMED OR RECOVERED AGAINST OR FROM PORTER TOWNSHIP, ITS BOARD OF TRUSTEES, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, VOLUNTEERS, AND OTHERS WORKING ON BEHALF OF PORTER TOWNSHIP, BY REASON OF PERSONAL INJURY (INCLUDING, BUT NOT LIMITED TO, BODILY INJURY AND DEATH AND/OR PROPERTY DAMAGE (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE THEREOF) WHICH ARISES OUT OF THE ALLEGED NEGLIGENCE OF PORTER TOWNSHIP, ITS BOARD OF TRUSTEES, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, VOLUNTEERS, AND OTHERS WORKING ON BEHALF OF PORTER TOWNSHIP AND/OR IN ANY WAY CONNECTED OR ASSOCIATED WITH THIS CONTRACT.

\$ \_\_\_\_\_ Non-Refundable Rental Fee Paid \_\_\_\_\_ Date \_\_\_\_\_

\$ \_\_\_\_\_ Security Deposit Paid

\_\_\_\_\_  
BY: Authorized Representative of Township

\_\_\_\_\_  
Applicant Signature

Facility Inspected Date \_\_\_\_\_

Security Deposit Refunded Date \_\_\_\_\_