

RESOLUTION NO. 2025-06-16-002

A RESOLUTION AMENDING RESOLUTION NO. 2020-3-09-01 CONFIRMING THE RULES AND REGULATIONS AND AMENDING THE RENTAL RATES OF THE VILLAGE COMMUNITY BUILDING, DARKE COUNTY, OHIO LOCATED AT 100 COMMUNITY DRIVE, WAYNE LAKES (GREENVILLE), OHIO 45331 AND DECLARING AN EMERGENCY.

WHEREAS, the Village council has the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Village Community Building located in Wayne Lakes at 100 Community Drive, Greenville, Ohio 45331; and

WHEREAS, the Village council has the first priority for use of the community building such as regularly scheduled meetings or functions. (Dates should be confirmed with the rental agent in advanced). Otherwise, scheduling of the Community Building for approved events and activities shall be on a first-come, first-served basis by the managing rental agent.

NOW, THEREFORE, BE IT RESOLVED by the Council for the Village of Wayne Lakes, Darke County, Ohio as follows:

SECTION ONE: the amended Village Rules and Regulations for the use of the Community Building shall be adopted per the attached Exhibit A.

SECTION TWO: the Village rental rates for the Community Building is as follows:

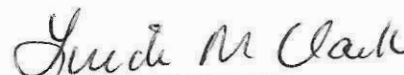
Village Residents: A total charge of \$200.00. (Note: \$50 of this is refundable provided the facility and grounds are left clean, and free of damage.)

Non-Residents: A total charge of \$400.00 (Note: \$100 of this is refundable provided the facility and grounds are left clean, and free of damage)

*Cleaning and damages are determined by the village rental agent.

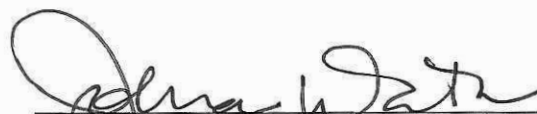
SECTION THREE: Council declares this to be an emergency measure for the immediate welfare of the citizens of the Village by reason that this Resolution will insure the health, safety and welfare of the inhabitants of the Village of Wayne Lakes, Darke County, Ohio and shall go into effect immediately upon its passage.

Passed this 16TH day of June, 2025



Mayor Linda M. Clark

ATTEST:


Johanna Wathen, Fiscal Officer

Village of Wayne Lakes
Community Building, 100 Community Drive, Greenville, OH 45331

Rental Agreement

The Community Building rental rates are as follows:

Residents: \$150 plus \$50 Deposit – Total of \$200

Non-Residents: \$300 plus \$100 Deposit – Total of \$400

The rent shall be paid in full at the commencement of the rental period on the date of rental. A reserving resident must be in attendance for the full duration of the event scheduled. Rentals are for the day scheduled. Key exchange for rental will be made upon mutual agreement of Community Building Manager and Renter.

Security Deposit/Cancellation/Refund

Upon the signing of this Agreement, the Renter shall pay the VILLAGE a security deposit in the amount of fifty dollars (\$50.00) for residents or one hundred fifty dollars (\$100.00) for non-residents. The security deposit will be held by the VILLAGE as security for the performance of Renter's obligations under this Agreement. The VILLAGE may apply the security deposit in whole or in part to remedy any breach of this Agreement by the Renter. If all the Renter's obligations are fulfilled, the security deposit will be refunded, without interest, within thirty days (30) days after the Rental Date. Renter's address must be established for forwarding the security deposit refund. In the event Renter elect to cancel this agreement, the following procedures will apply:

- (A) Any request to cancel must be received by the VILLAGE not less than seven (7) working days prior to Renter's scheduled use of the Community Building.
- (B) Renter's security deposit may be refunded to Renter only in the event that Renter's reservation of the Community Building did not result in the rejection of another potential renter's use of the facilities; and,
- (C) If Renter cancels this Agreement less than seven (7) working days prior to Renter's scheduled use of the community Building, the Renter will forfeit its security deposit, but will not be liable for the payment of the rent hereunder.

Rental Information and Responsibilities

- Deposit is required and must be paid before exchange of key or entry to the building is provided.
- Renter is responsible to ensure all in attendance comply with all State Laws, Village ordinances along with Fire Marshall requirements including but not limited to the maximum capacity of the building.
- Renter and individuals serving or receiving alcoholic beverages are solely responsible to maintain appropriate behavior, comply with all State Laws. The VILLAGE will not be responsible for consumption of alcoholic products.
- All individuals in attendance will need to park within the Community Building defined parking area. Additional parking is located at the base of the hill on Main Drive, just below the gazebo.
- Music is allowed at a reasonable volume; excessive loud music is prohibited; the building is located in a residential area
- Kitchen appliances and limited serving items are available for use but must be cleaned and returned to the defined storage area.
- Television and sound bar area available for use; be sure to log out of any accounts you may have signed into while using the television. Renter is responsible to ensure the Television remote is placed back into the defined area and that the sound bar and television are turned off after use.
- Furnace thermostat in the Kitchen is not to be changed; the thermostat for the main room is located on the side of the stair case and can be set to 70 degrees upon arrival.
- Ceiling fan switch is located near the main room thermostat on the adjoining wall (brown box with dial).
- Exhaust fan switches are located on the south wall about 7 feet up the wall.
- Balloons and other decorations are allowed however you must make sure they do not get wound around the ceiling fans. Confetti, Glitter, or similar decorations are not allowed.
- Tables and Chairs in the main room can be rearranged to suit the renter but must be returned to the original setup upon conclusion of the event.
- Renter and all attendees must vacate the Community building and parking lot no later than 1:00 A.M. of the rental date.

- **Cleanup** At the conclusion of the event, Renter will clean up the Community Building and return it in the same condition as it was received; including, but not limited to wiping down tables, vacuuming/dusting and replacing chairs as initially found.
 - Renter will remove all trash from the building placing it into the supplied dumpster, located at the Community building.
 - Renter is to remove all signs, decorations, etc that may have been placed inside or outside of the Community Building.
 - Reference the posted closing instructions for further details.
- 1) **Hold Harmless** Renter agrees to hold VILLAGE harmless against any damages, losses, costs, liabilities or expenses suffered by the VILLAGE, as a result of any personal injury or property damage arising from (a) the use of the Community Building by Renter or (b) the negligence or breach of this Agreement by Renter or Renter's employees, contractors, agents or guests.
 - 2) **Entire Agreement** This agreement is the entire agreement between VILLAGE and Renter and supersedes any other representations or understandings. This Agreement may be amended only by a written agreement by the parties.

Rental Date: _____

Deposit: _____

Rental Cost: _____

VILLAGE OF WAYNE LAKES:

Submitted by: _____

Name Printed: _____

Title: Community Building Manager

Phone Number: 937-417-2783

RENTERS:

Name(s) _____

Address _____

City, State, Zip _____

Renter's Phone Number: _____

***** If the deposit is refundable, it will be issued within 10 Business Days from the date of rental.***

Village Fiscal Officer:

Phone Number: 937-300-2265

Email: fiscalofficerwaynelakes@gmail.com