



Revised: 9-03-23

JOHNSON'S ISLAND PROPERTY OWNERS CLUBHOUSE UTILIZATION AGREEMENT

This Utilization Agreement is made this day, _____ by the Johnson's Island Property Owners Association, hereafter known as "JIPOA", and by _____ a JIPOA member in good standing for both JIPOA dues and road fees, hereafter referred to as the "User".

1. DATE & HOURS OF USE

The date of the clubhouse use will be on _____ from _____ to _____. The premises must be vacated by 12:00 midnight.

2. TYPE OF EVENT

3. PREMISES

JIPOA hereby permits utilization of the Clubhouse to the User. User accepts the Clubhouse in its present condition.

4. SECURITY DEPOSIT

User agrees to pay JIPOA a security deposit in the amount of **\$300.00** in advance of the date of use of the Clubhouse. The security deposit will be returned in full if JIPOA assesses the condition of the Clubhouse after use and there is neither damage to the Clubhouse nor is additional cleaning required. Please make check out to JIPOA and forward along with this Utilization Agreement.

5. USE OF PREMISES

The Clubhouse shall be utilized by the User only, and only for the event described in paragraph 2. Neither the Clubhouse nor any part of the property shall be used at any time during the term of this agreement for the purpose of carrying on any business, profession or trade of any kind, or for any purpose other than as a private social gathering.

_____ MUSIC (band, DJ, or recordings) MUST CONCLUDE BY 11 P.M.

_____ No items (such as tents, chairs, platforms, etc.) can be placed on the grounds located from the back of the cemetery to the water. Those grounds are federally owned and governed by the Ohio Western Reserve Cemetery Association.

_____ No cutting of or removal of grasses located along the water's edge is allowed. That area belongs to and is monitored by the DNR.

_____ THIS IS A NON-SMOKING BUILDING, INCLUDING THE EXTERIOR REAR PORCH.

Smoking in the Clubhouse or on the rear porch will result in loss of the entire \$300 security deposit.



6. CONDITION OF PREMISES

User agrees that he/she has examined the Clubhouse, including the grounds and all improvements and those are, at the time of this agreement, in good order, good repair, safe, clean and in acceptable condition.

7. DAMAGE TO CLUBHOUSE AND ADJACENT PROPERTY

If the Clubhouse, or any part of the Clubhouse, is damaged during use the User agrees to assume all liability for damages to the Clubhouse as well as or any injuries to guests and will hold JIPOA harmless as to any claims brought by guests. User must instruct vendors who supply services or equipment for the User's event to avoid parking on or otherwise damaging the property of adjacent homeowners' property. User agrees to assume all liability for damage caused by User's guests or vendors to adjacent homeowners' property.

8. PARKING

User is aware that parking is limited to the spaces in front of the Cemetery adjacent to the Clubhouse and in front of the Clubhouse. No parking is allowed on any island roadway.

9. UTILITIES

JIPOA shall make arrangements for cistern water and for electricity in the Clubhouse. However, JIPOA assumes no liability or responsibility if the cistern fails to have sufficient water for the number of guests at the event or for loss or damages arising from the failure of either the water or electrical systems.

10. SURRENDER OF PREMISES

At the expiration of the agreement noted above, User shall return the Clubhouse in as good a condition as it was at the commencement of this agreement, reasonable wear and tear and damages by the weather or other natural causes excepted. All decorations and trash must be removed. A User Checklist is provided as a part of this Utilization Agreement. When the Clubhouse is returned in acceptable condition, as determined by JIPOA, along with the keys, the security deposit will be refunded. The cost of any trash removal, cleaning or repairs to the Clubhouse will result in a forfeiture of the security deposit.

11. SECURITY

User acknowledges that JIPOA does not provide a security alarm system or any security for the Clubhouse. The User hereby releases JIPOA, and agrees to hold JIPOA harmless, from any claim, damage or injury resulting from lack of security or failure of security at the User's event.



12. SEVERABILITY

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

13. INSURANCE

User acknowledges that JIPOA will not provide insurance coverage for User's property, or the property of any vendor engaged by User, nor shall JIPOA be responsible for any loss of User's property, or the property of any vendor, no matter how such loss shall occur. User agrees to hold JIPOA harmless and to indemnify JIPOA for any claims arising from User's use of the Clubhouse. ***User shall provide a declaration of insurance coverage that shows User has insurance coverage. Proof of insurance shall provide coverage to the User while utilizing JIPOA property with a minimum of \$300,000 liability. JIPOA recommends that User purchase an "events liability policy" and if alcohol will be served, a Host liquor liability policy to cover any potential claims arising from the serving of liquor during the event.***

User agrees that JIPOA shall not be liable for any injury sustained by a guest at the event or any damage to property owned by user or any vendors hired by user, and agrees to hold JIPOA harmless and indemnify JIPOA should any claim for injury or damage be asserted against JIPOA.

14. BINDING EFFECT

The covenants and conditions contained in the Agreement shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

15. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

16. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement is hereby superseded.

17. COVID PROTOCOL

User will ensure that guests adhere to State of Ohio COVID Protocol Standards in effect on the day of the event and will hold JIPOA members harmless for any and all consequences of guests failing to do so.



Arrangements may be made to have the Causeway Gate lifted, allowing access for the guests to this event. The cost for this is \$50.00 for 4 hours or \$100 for all day. **Make check payable to the Johnson Island Road Commission.**

PLEASE OPEN CAUSEWAY GATE FOR THIS EVENT FROM _____ TO _____.

IN WITNESS WHEREOF, the parties have caused this Utilization Agreement to be executed the day and year first above written.

Signature of User

**USER MUST BE A JIPOA MEMBER
IN GOOD STANDING (DUES AND ROAD
FEES PAID)**

Printed Name

Mailing Address

Johnson Island Address

Mailing City, State, Zip

Phone Number (best way to reach you)

Please return completed Utilization Agreement along with check(s) to:

Carl Palmucci
3980 S Quarrystone CT
Marblehead, Ohio 43440

Check Enclosed:
Security Deposit \$300.00
(Make check out to JIPOA)

Causeway Gate Opening _____
(Make check out to JI Road Commission)