



MEDINA COUNTY PARK DISTRICT

ENCLOSED-FACILITY REQUIREMENTS

JULY 2, 2020

Since April, reservations of enclosed facilities have been cancelled due to COVID-19. After numerous discussions with the Medina County Park District Board of Commissioners and staff and consultation with the Medina County Health Department, the park district was not confident it could disinfect facilities at a level that would meet COVID-19 public-use guidelines.

To allow your existing enclosed-facility reservation to move forward, you are required to sign the attached COVID waiver. In addition, prior to your reservation, it is your responsibility to contact, schedule, and pay Mark's Cleaning Service to provide janitorial and professional disinfecting services at the **conclusion** of your event. The COVID waiver must be returned to Medina County Park District no later than two weeks from the date of this email.

The costs (including tax) for Mark's Cleaning Service are as follows:

Allardale Lodge	\$480.38 per service
Buffalo Creek Retreat	\$720.56 per service
Hidden Hollow Camp	\$192.15 per service
Krabill Lodge	\$240.19 per service
Letha House Lodge	\$186.81 per service
Plum Creek Lodge	\$154.79 per service

If you wish to continue with your existing 2020 enclosed-facility reservation, please sign and return the attached waiver within two weeks of the date of this email. You must provide the park district with a receipt of payment and proof of scheduling the cleaning service **no less than two weeks prior to your reservation**. If the park district does not receive a copy of the paid receipt as required, your reservation will automatically be cancelled, and MCPD's existing cancellation policy will take effect. After you provide the park district with a paid receipt from Mark's Cleaning Service, a refund of 25 percent of your initial reservation fee will be processed to help offset the cost of having the building professionally sanitized.

PLEASE LEAVE TABLES AND CHAIRS SET UP AT THE CONCLUSION OF YOUR EVENT FOR DISINFECTING SERVICES.

Contact Information:

Mark's Cleaning Service Inc.
325 S. Elmwood St.
Medina, OH 44256
www.markscleaning.com
email: markshr@zoominternet.net
330-725-5702
800-644-7727
Hours: Monday – Friday, 8 a.m. – 5 p.m.

If you choose to cancel your enclosed-facility reservation, please contact the park office at 330-722-9364. If the reservation is cancelled within two weeks of the date of this email, a full refund will be issued.

Medina County Park District

Facility Rental COVID-19 Addendum

This agreement is made between the Medina County Park District (“MCPD”) and the undersigned Renter for the reservation and use of certain MCPD facilities. The reservation form previously completed by Renter is incorporated herein by reference.

The Parties recognize that any social gathering creates a risk of exposure to the COVID-19 virus and other communicable diseases, which may cause severe adverse health consequences up to and including death. The Renter has been given an opportunity to cancel the original facilities reservation agreement and to receive a full refund of any fee paid. By signing this document, the Renter declines to cancel the original facilities reservation agreement, agrees to proceed with the event, and accepts the risks and the additional terms below. Failure to return this signed waiver no later than two weeks in advance of Renter’s event date will result in the cancellation of Renter’s reservation.

1. **Disclaimer.** MCPD does not claim to have expertise in matters relating to infectious diseases. The COVID-19 pandemic has created risks and circumstances that are continuing to evolve and may change over time. Any persons who lease or use MCPD facilities must use their own best efforts to remain educated about how to protect themselves and their guests during public health crises and to act accordingly by relying on information from the Center for Disease Control (CDC), the Ohio Department of Health (ODH), and other credible sources. While MCPD reserves the right to have park rangers or other park personnel direct guests to comply with restrictions relating to public health, MCPD will not be responsible for monitoring the event.

1. **Renter’s Additional Duties.** In addition to the terms in the facilities reservation agreement, the Renter shall:
 - a. Advise all attendees that they must comply with current public health orders from the CDC, ODH, and laws and regulations relating to the COVID-19 pandemic including, but not limited to, group-number restrictions, social distancing, and the use of masks;
 - b. Make sure all attendees comply with public health orders;
 - c. With a disinfecting cleaning agent, wipe down all light switches, door knobs, faucet and toilet handles, and other areas inside the building commonly touched by guests, before, during, and after Renter’s event;
 - d. Comply with any and all orders of MCPD personnel regarding maximum capacity, social distancing, or other matters relating to public health;
 - e. No less than two weeks in advance of Renter’s reservation, provide MCPD proof of payment for janitorial and professional disinfecting services immediately following event by a park-approved cleaning company. MCPD will refund 25% of Renter’s original reservation fee to partially offset Renter’s added expense. Failure of Renter to comply with this paragraph shall result in forfeiture of the reservation, and MCPD’s existing cancellation policy will take effect.

2. **Hold Harmless/Indemnification.** The Renter agrees to hold MCPD harmless and will indemnify MCPD for any claim whatsoever that occurs or is contracted by Renter, his/her minor children, guests, or other attendees, including harm, injury, or illness to persons, including death, or harm, loss, or damage to personal property.

Rental Facility: _____

Reservation Date: _____

Renter Name: _____

Renter Signature: _____

Date of Signature: _____

MARK'S CLEANING SERVICE

325 South Elmwood Ave. Medina, OH 44256
(330) 725-5702

July 1st, 2020
Medina County Parks District (MCPD)
6364 Deerview Ln. Medina, OH 44256
Re: Sanitizing Enclosed Event Spaces

Dear Renter,
Thank you for the opportunity to submit a proposal for providing sanitizing services.

Work to include:*

1. **Pre-Cleaning:** Any obviously soiled areas will be pre-cleaned by Mark's Cleaning Service. Renters responsible for tidying up to leave facility "as they found it." If the facility is "trashed" or in poor condition upon arrival for sanitizing, it will be reported to MCPD which may result in forfeiture of deposit.
2. **Sanitizing:** Chairs and tables will be left out by renters for sanitizing. All high touch surfaces such as door knobs/handles, tables, chairs, counters, restrooms and all other easily accessible hard surfaces will be sprayed with an **Electric or Pump Sprayer** and an approved disinfectant chemical. A dwell time of approximately 5 minutes will be allowed before wiping with a microfiber towel. **Surfaces may be allowed to naturally dry to ensure more than the recommended dwell time.**

Approved Chemicals: Human Coronavirus

1. Diversey Oxivir (Accelerated Hydrogen Peroxide)
2. Bioesque Thymox

Pricing (tax included):

- Allardale Lodge - \$480.38 per service
- Buffalo Creek Retreat - \$720.56 per service
- Hidden Hollow Camp - \$192.15 per service
- Krabill Lodge - \$240.19 per service
- Letha House Lodge - \$186.81 per service
- Plum Creek Lodge - \$154.79 per service

Disclaimer: It is understood that the application of the disinfectant chemical does not have any residual effect and that the elimination of viruses and bacteria (99.99%) will occur one-time only. Our sanitizing treatment is designed for high touch hard surfaces and will have no impact on airborne viruses, nor will it prevent community spread during the event. It is also impossible to confirm the extent to which viruses have been eliminated from the environment without conducting post-cleaning air and surface testing.



MARK'S CLEANING SERVICE

325 South Elmwood Ave. Medina, OH 44256
(330) 725-5702

BILLING AND PAYMENTS: To be paid 2 weeks prior to service by renter(s).

Note: If the service of an attorney is required to enforce any provisions of this agreement, the defaulting party agrees to pay the prevailing reasonable attorney's fees for any such services, including court action.

Disputes, Choice of Law, Forum and Attorneys' Fees: This agreement is made and shall be interpreted under the laws of the state of Ohio. The parties submit to the exclusive jurisdiction of the state or federal courts of Ohio and covenant that any action to enforce the agreement or these terms and conditions shall be brought only in a court located in Ohio. The prevailing party in any dispute under the agreement or statement of work shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THE AGREEMENT OR STATEMENT OF WORK OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT OF THE PARTIES TO ENTER INTO THIS AGREEMENT. FURTHER, THE PARTIES HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF THE OTHER PARTY REPRESENTATIVE OR AGENT OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION.

BY SIGNING BELOW, I AGREE TO THE PROPOSED TERMS:

Signed by: _____ Date: _____

MARK'S CLEANING SERVICE, INC.

Signed by: Mark Skoda, President Date: 07-01-2020

