

GOODLAND COMMUNITY CENTER RENTAL AGREEMENT

This Agreement is made this _____ day of _____, 20____, between the Town of Goodland, Indiana, ("Town") and the following:

Function Sponsor/Renter: _____ ("Sponsor")
Contact (if different than Sponsor): _____ ("Contact Person")
Address: _____

Telephone Number: _____

subject to the following terms and conditions:

TERMS AND CONDITIONS

SECTION 1 Rent Payment, Use, and Duration.

1.1 Duration. In exchange for valuable consideration, the Town agrees to rent to the Sponsor, a portion of the Goodland Community Center (the "Premises"), as described in § 1.2.1, as follows (the "Rental Period"):

Beginning at ____:____ AM/PM on ____/____/20____
Ending at ____:____ AM/PM on ____/____/20____

Additional dates to be used solely for Setup and/or Take Down, upon which no event will take place, will include the following dates consecutive to the Rental Period: _____

Events operating over several days shall be closed and operations/events terminated, from 11:59 p.m. until 6:00 a.m. daily during the event, except with the express written consent of the Town.

1.2 Rent. Rent for the Rental Period shall be paid in advance and submitted with this Agreement, to the Clerk Treasurer.

1.2.1 Rent shall charged based upon the following *Schedule of Charges* (check all that apply):

- | | | |
|--------------------------|---|---------------------|
| <input type="checkbox"/> | Groups which will exceed sixteen (16) persons, \$150.00† | \$ _____ |
| <input type="checkbox"/> | Use of Kitchen, additional \$25.00 | \$ _____ |
| <input type="checkbox"/> | Use of Counsel Room for 4 hours or less, \$25.00* | \$ _____ |
| <input type="checkbox"/> | Use of Counsel Room for over 4 hours up to 8 hours, \$75.00* | \$ _____ |
| <input type="checkbox"/> | Not-For-Profit/Fraternal organization situated in Goodland, IN | \$ <u>No Charge</u> |
| <input type="checkbox"/> | Non-Goodland Not-For-Profit or fraternal organizations, \$200.00* | \$ _____ |
| <input type="checkbox"/> | Open gym, \$1 per child** | \$ <u>TBD</u> |

<input type="checkbox"/>	Open gym, \$5 per adult **	\$ TBD†
<input type="checkbox"/>	Alcoholic Beverages on premises, \$150.00‡	\$ _____
<input type="checkbox"/>	For-Profit Event, sponsored by Goodland Resident	\$ TBD†
TOTAL BASE CHARGES:		\$ _____

‡ Refer to Section 2 and 3 for additional requirements
†Additional charges may be more specifically set forth in Section 1.2.2 by the Town
*These Items include the use of the kitchen at no additional charge
** Refer to Section 1.5 below for additional requirements

1.2.2 Additional charges, if any (to be completed only by Town): _____

1.2.3 Rent shall be paid at least ten (10) days in advance of the Rental Period, if paid by personal or business check, or within 2 business days if paid by cash, certified check, or money order. All sums shall be made payable to the Town of Goodland.

1.3 Security Deposit. A refundable security deposit of \$250 shall be paid to the Town of Goodland at the time the reservation is made. An additional deposit of \$25 per day will be required for additional setup/takedown days reserved prior to or after the Rental Period (Example: an event that will last 1 day, but requires an additional day prior to setup and a day after to take down for a total of 3 days, would require a \$250.00 deposit, plus an additional \$50.00 for the two non-event days). Use of premises for any purposes other than setup or take down on days designated in Section 1.1 as Setup/Take Down dates, will incur liquidated damages of \$300 per day, which will be deducted from the security deposit. Security deposits will be returned within thirty (30) days made payable to the Sponsor from the Town and may be mailed to the address provided above.

1.4 Use. Use shall generally be limited to a non-commercial and not-for-profit use (eg. weddings, anniversary, banquets, etc...), unless approved in writing by the Goodland Town Council. Such requests shall be made at least forty-five (45) days prior to the Rental Period. Additional charges may be applied and set forth in Section 1.2.2.

1.4.1 The use intended by this Sponsor shall be limited to: _____
_____ (the "Use" or "Event").

1.4.2 The undersigned affirms and warrants the following (mark all that apply):

- Alcoholic beverages will NOT be available or permitted at this event.
- This event will NOT have more than 100 people in attendance.
- This event is NOT for profit.
- The Sponsor is a resident of the Town of Goodland, Indiana.
- This event will NOT have gambling, bingo, or other gaming events.

1.5 Charges Based on Persons Attending. Those charges which are based on the number of persons attending, shall be determined by a person approved by the Town to regulate the number of attendees, participants, or other persons which may include a town employee, fire chief or his

designee, or other third-party, who shall monitor the number of persons attending and determine the charge to be assessed and in compliance with Section 1.6. Additional charges may be imposed by the Town for this service. Such charges shall be paid within two (2) days following the event and may not be deducted from the Security Deposit, except with the written consent of the Town. Failure to remit payment, will incur a late charge of \$25.00 for the first week, and shall accrue default interest thereafter at a rate of twenty-five percent (25%) annual percentage rate finance charge.

1.6 Maximum Capacity. The Sponsor expressly agrees that under no circumstances shall the Premises exceed capacity, as set forth herein:

Gymnasium: Standing room only (no tables/chairs)	500 people
Gymnasium: Tables/Chairs arranged	367 people

1.7 Compliance with Laws. Sponsor shall use the Premises in a manner consistent with all federal, state, and local laws, ordinances, rules or regulations, and take reasonable and necessary care to insure similar compliance by its employee, agent, invitee, attendee, guest, or other persons presents on the Premises with the consent or knowledge of the Sponsor. This includes obtaining appropriate Charity Gaming Licenses, Alcoholic Beverage Permits, Sales Tax Permits, and the like.

SECTION 2 Required Insurance, Indemnification, and Alcohol Related Events.

2.1 Insurance. If the Premises will be used by more than sixteen (16) people or at any event in which alcohol will be present, Sponsor shall maintain at its expense, for the benefit of Town and Sponsor naming both Town and Sponsor as insured parties, liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per injury, One Million Dollars (\$1,000,000.00) Dollars per occurrence. Sponsor shall deliver, at least two (2) business days prior to the Rental Period, evidence of the existence of such liability insurance.

2.2 Indemnification. Town shall not be liable for any injury to the Sponsor or any invitee, guest, employee, or agent of the Sponsor, or any other person on the Premises with the Sponsors consent or knowledge and, occurring on, adjacent to or in front of said premises, irrespective of whether said injury is caused by a defect in said premises or by reason of said premises becoming out of repair or arising from any other cause whatsoever, and the Town shall not be liable for damage to Sponsor's property or to the property of any other person which may be located in or upon said premises and the Sponsor agrees to indemnify and save harmless the Town from any and all claims arising out of injuries to persons or property occurring on or about said premises.

2.3 Alcohol Related Events. Any event, at which alcoholic beverages will be present, shall be operated to conform with the laws of the State of Indiana, specifically the rules and regulations of the Alcoholic Beverage Commission. A photocopy of the appropriate permit or license for such alcoholic event, shall be provided to the Town of Goodland, Clerk Treasurer at the same time evidence of the existence of insurance is provided, as set forth in Section 2.1.

SECTION 3 **Supervision Provided by Sponsor.**

3.1 Children. The Sponsor shall provide adult supervision of children at a rate of one (1) adult for every twenty (20) children in the gymnasium at all times, when children are present.

3.2 Other Supervision. Where alcoholic beverages are provided or groups in excess of one hundred (100) people, the Town may require the Sponsor to provide professional security, law enforcement officers, or a representative of the Town, in the sole and absolute discretion of the Town and at the cost of the Sponsor to provide supervision at the event.

SECTION 4 **Damages.**

4.1 Damages. In the event of default by the Sponsor, the Sponsor shall forfeit its Security Deposit as liquidated damages, or the Town may, at its sole discretion, hold the Security Deposit in trust, and pursue actual damages. The Sponsor agrees to pay all costs incurred in the collection, enforcement, or interpretation of this Agreement, which may be incurred by the Town, including reasonable attorney fees, consequential and incidental damages, courts costs, together with actual damages.

4.2 Remedies Cumulative. All rights and remedies of Town under this Agreement shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

4.3 Clean-up. The Sponsor shall return the Premises to the Town in a clean, neat, and organized fashion, substantially similar to the condition it was upon rental. Sponsor shall notify the Town within 30 minutes of arrival, if any damages are discovered, or the Premises will be considered to have been accepted by the Sponsor in a clean and working manner. Failure to comply with this provision, shall entitled the Town to engage services for cleaning and removal of debris from the Premises with all costs to be charged to the Sponsor, and deducted from the Security Deposit.

SECTION 5 **General Provisions**

5.1 The parties understand and expressly agree that this Agreement has been freely and voluntarily entered into, and that no oral or written representations or promises of any kind, unless specifically contained in this Agreement, have been made by any party to induce or otherwise influence the other to enter into this Agreement. The parties acknowledge that they have had the opportunity to seek the advice and benefit of legal counsel prior to executing this Agreement. The parties represent and warrant to each other that they executed this Agreement without any duress or undue influence.

5.2 This Agreement represents the entire agreement and understanding between the parties regarding the matters set forth herein and supersedes any prior agreement, whether written or oral, between the parties.

5.3 This Agreement is made under, and shall be construed and enforced in accordance with and governed by the laws of Indiana. Any disputes arising from this Agreement, shall have sole and exclusive jurisdiction in Newton County, Indiana, or the appropriate federal district court having venue and jurisdiction over said county, unless expressly waived by the Town. The parties hereby consent and submit to personal jurisdiction and venue in said county and state.

5.4 Paragraph headings are for purposes of convenience and identification only and shall not be used to interpret or construe this Agreement.

5.5 The provisions of this Agreement are hereby expressly agreed to be severable, distinct and divisible. The invalidity or unenforceability of any one provision of this Agreement shall not affect the enforceability and effect of the other provisions.

5.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

5.7 The person signing this Agreement, if signing for an entity, hereby affirms and represents to have the actual and apparent authority to contract on behalf of and bind the Sponsor to this Agreement, and further agrees to be personally bound to the terms and conditions set forth herein should such authority be lacking.

ALL OF WHICH IS AGREED TO, as of the date first stated above.

SPONSOR:

By: _____
Printed Name: _____
Title: _____
Address: _____

ATTEST:

Clerk-Treasurer/Deputy
TOWN OF GOODLAND