

Town of Chandler

Shelter House Rentals

401 E. Lincoln Ave., Chandler, IN 47610
(812) 925-6882 Ex 3
billing@townofchandler.org

Shelter House Rental

- Town Park Shelter House Rental Fee: **\$25.00**
 Sports Park Shelter House Rental Fee: **\$10.00**

Policies and Rules

1. Shelter House reservations can be made in person at the Chandler Town Hall, 401 E. Lincoln Avenue, during normal business hours: 8 a.m. to 4 p.m. (closed Holidays). Shelter House fees shall be paid at time of reservation. Lessee shall retain and have receipt of shelter house reservation on the day of the rental.
2. Lessee must be eighteen (18) years of age or older and must sign this form as proof he/she has read the Policies and Rules and will be responsible for the conduct of the guests.
3. Underage drinking is not permitted in the park or at the Shelter House.
4. Music shall be played at levels that will not disturb neighbors near the shelter or other users of the park.
5. Fireworks are not allowed on park property or in the Shelter House.
6. Shelter House will be checked after the rental date by maintenance staff. All personal articles or decorations must be removed the day of the rental or they will be discarded. The Town of Chandler will not be responsible for any articles left in the shelter house.
7. Please make sure all trash is bagged and placed inside the trash cans at the end of the rental day.
8. Renter is responsible for bringing their own trash bags. Thank you for participating in helping to keep our parks clean.
9. Town Park Shelter House restrooms should be unlocked; if not, please call 897-1200 (Warrick Dispatch) and ask for the Chandler Officer on duty to come and unlock restrooms. Restroom facilities available at the Sports Park only if prior arrangements are made. Please contact the Town Hall for more information.
10. Lessee must sign the Waiver, Indemnification and Release of Liability Rider, attached hereto and made a part hereof.

I have read and understand the above rules and will abide by these policies.

Name _____ Rental Date _____

Signature _____ Date _____

Address _____ Approved By _____

Phone # _____ Paid Date _____

WAIVER, INDEMNIFICATION AND RELEASE OF LIABILITY RIDER

THE UNDERSIGNED, in consideration of the Town of Chandler’s (the “Town”) rental of the facility identified on the foregoing Rental Agreement (the “Premises”), for myself, my successors, assigns, and heirs, and on behalf of guests, invitees and all persons present, by invitation or otherwise, in, on or about or occupying the Premises by virtue of my use and occupancy of said Premises under the Rental Agreement (individually and collectively, “Lessee Parties”), do hereby expressly covenant and agree to indemnify, defend, and hold harmless the Town and its officers, agents, employees, affiliates, contractors, successors and assigns (individually and collectively, “Indemnified Parties”) from and against any and all claims, demands, lawsuits, actions, causes of action, proceedings, judgments, fines, penalties, damages, losses, liabilities, innless or injury to persons (including death), damage to or loss of property, and/or expense, including but not limited to attorney’s fees (collectively, “Losses”), suffered or incurred by Indemnified Parties by reason of, or arising out of occurrences of any nature relating to Lessee Parties’ occupancy of the Premises, including, without limitation, any third-party claims arising out of Lessee Parties’ occupancy of the Premises. Lessee Parties furthermore covenant not to sue and do hereby expressly covenant and agree to waive, release and forever discharge Indemnified Parties from any and all Losses that Lessee Parties may have or hereafter acquire. THE OBLIGATIONS TO INDEMNIFY, WAIVE AND RELEASE AS SET FORTH HEREIN SPECIFICALLY INCLUDE BUT ARE NOT LIMITED TO ACTS OR OMISSIONS AND CONDUCT THAT IS OR MAY BE NEGLIGENT, WILLFUL, WANTON, RECKLESS OR INTENTIONAL ON THE PART OF LESSEE PARTIES OR INDEMNIFIED PARTIES.

THE UNDERSIGNED is fully aware that he or she is giving up important rights by contractually agreeing to indemnify, waive and release as set forth herein.

THE UNDERSIGNED acknowledges and agrees that he or she has been given the right to seek an attorney’s opinion before signing this WAIVER, INDEMNIFICATION AND RELEASE OF LIABILITY RIDER, and if the undersigned has not done so, it is because the undersigned has intentionally chosen not to do so, and nothing has been said to the undersigned verbally or implied in any way, that an attorney’s counsel is not necessary. THE UNDERSIGNED KNOWS THAT ATTORNEYS SHOULD BE CONSULTED BEFORE CONTRACTS ARE SIGNED, AND THIS IS A CONTACT.

This WAIVER, INDEMNIFICATION AND RELEASE OF LIABILITY RIDER shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it. The terms of this WAIVER, INDEMNIFICATION AND RELEASE OF LIABILITY RIDER shall be fully binding on the successors, assigns, and hers of each Indemnifying Party. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained herein shall not affect the enforceability of the remaining portions of this WAIVER, INDEMNIFICATION AND RELEASE OF LIABILITY RIDER, all of which are inserted conditionally on their being valid in law and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained herein shall be declared invalid, this WAIVER, INDEMNIFICATION AND RELEASE OF LIABILITY RIDER shall be construed as if such invalid words, phrases, sentences, clauses or sections contained herein had not been inserted. This WAIVER, INDEMNIFICATION AND RELEASE OF LIABILITY RIDER shall be governed by the laws of the State of Indiana. In the event that Indemnified Parties engages counsel to enforce the terms of this WAIVER, INDEMNIFICATION AND RELEASE OF LIABILITY RIDER, Lessee Parties shall pay all costs and expenses incurred by Indemnified Parties.

SIGNED _____

DATE _____

NAME (Printed) _____

Witness: I, the undersigned, certify that I personally witnessed the signing of the signature above.

SIGNED _____

NAME (Printed) _____