



405 Community Center Drive, Chandler, IN 47610

### Community Center Reservation/Rental Agreement

PLEASE PRINT CLEARLY

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ AM/PM Event Description: \_\_\_\_\_

Event Contact Name (Lessee): \_\_\_\_\_ Phone Number: \_\_\_\_\_

Group/Organization: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Number of Attendees: \_\_\_\_\_ Facility Capacity: 250 for Banquet Room and 40 for Meeting Room

Meeting Room  
\$60.00

Banquet Room  
\$450.00

Complete Facility  
\$500.00

- |                                   | No                       | Yes                      |  |
|-----------------------------------|--------------------------|--------------------------|--|
| Will alcohol be served:           | <input type="checkbox"/> | <input type="checkbox"/> | If yes, additional paperwork is required, see below.   |
| Will Commercial Caterers be used: | <input type="checkbox"/> | <input type="checkbox"/> | If yes, additional paperwork is required, see below.   |
| Sound System Usage                | <input type="checkbox"/> | <input type="checkbox"/> | The building has a sound system that is available for a rental fee of \$50.00. Arrangements must be made prior to event. |
| Cleanup Needed                    | <input type="checkbox"/> | <input type="checkbox"/> | Complete facility \$260.00 / Meeting Room \$70.00 - See below  |
| Table and Chair Stowed Away       | <input type="checkbox"/> | <input type="checkbox"/> | \$75.00 Fee - See below  |

A cleaning/damage security deposit of \$275.00 for the complete facility, \$200.00 for the banquet room rental or \$75.00 for the meeting room rental are to be paid at time of booking. **All rental fees are due 30 days before event.**

In case of cancellation, the Town of Chandler (Lessor) must be notified thirty (30) days in advance. Lessee will forfeit one-half (1/2) of the rental charge if notification is not made, except for an act of God.

Lessee is responsible for all setup, take down, and cleanup of the Community Center and surrounding premises. Lessor can offer cleanup after events. For the entire facility, the price is \$260.00. For the meeting room cleaning it is \$70.00. If you would like to have the tables and chairs stowed away, an additional fee of \$75.00 is required. Arrangements must be made 30 days before event.

The Community Center will be available for use at **9 a.m.** unless other arrangements are made and will be cleaned and vacated no later than 12 midnight. The key must be picked up before 4 p.m. on the date of the rental. If rental is for a Saturday, Sunday, Holiday or any other day when the Chandler Town Hall is closed, then key must be picked up the last working day before the rental. In all events, the key for the Community Center shall be returned by the next business day following the event. Key can be placed in the drop box at the Chandler Town Hall after the event. The drop box is on the west side of the building beside the drive-thru window. Failure to return the key shall result in a charge of \$25.00.

#### **Insurance Requirements If Alcohol Served**

Lessee shall obtain and keep in effect during the terms of the rental, commercial or comprehensive general liability insurance on an occurrence form covering lessee and its activity and/or use of the leased premises and providing limits of not less than \$1,000,000.00 each occurrence bodily injury to any person or group of persons for property damage and \$2,000,000.00 general aggregate. Such policy or policies of insurance shall name the Town of Chandler, its officers, agents and employees as additional insured. The insurance coverage provided must include liquor liability coverage. A certificate or other acceptable proof of the requisite insurance shall be delivered to the Lessor not later than seven (7) days prior to the event.

#### **If No Alcohol Served**

Lessee shall obtain and keep in effect during the term of the rental comprehensive general liability insurance coverage or comprehensive personal liability coverage in the amount of not less than \$1,000,000 each occurrence for bodily injury to any person or group of persons or for property damage. Such policy or policies of insurance shall name the Town of Chandler, its officers, agents and employees as additional insureds. A certificate and other acceptable proof of the requisite insurance shall be delivered to the Lessor not later than seven (7) days prior the event.

#### **Commercial/Professional Caterers**

If a commercial/professional caterer is utilized by lessee during the rental, the caterer must also provide a certificate or other acceptable proof of insurance, naming the Town of Chandler, its board members, officers, agents, and employee as additional insured, providing limits of not less than \$1,000,000.00 each occurrence for bodily injury to any person or group or persons or providing insurance coverage which includes liquor liability coverage. If the caterer's insurance includes the Lessee as a named party insured for the event, then Lessee's insurance requirement under this agreement is satisfied by such insurance. A certificate or other acceptable proof of the requisite insurance shall be delivered to the Lessor prior to caterer's entering upon the leased premises. A certificate and other acceptable proof of the requisite insurance shall be delivered to the Lessor not later than seven (7) days prior the event.

#### **Rental Policies**

1. Lessee agrees to abide by all Rules and Regulations of the Chandler Community Center.
2. Applications will be processed on first come, first serve basis. Deposit fees are due at time of booking.
3. Lessee must be present at the function and Lessee agrees to be responsible for the conduct of all guests of Lessee.
4. Lessee shall retain and have copy of receipt of reservation on the day of rental.
5. Lessee agrees to leave the facility in a cleaned state, approved by the town personnel. If facility is not left in a clean state, an additional charge will be billed to the lessee. The cleaning/damage security deposit will be applied to charges hereunder to the extent there is sufficient deposit. If the security deposit is inadequate, Lessee shall be responsible for shortfall.

6. If alcoholic beverages will be served, the lessee must obtain all permits for state and local governments. Further, Lessee shall ensure that service of alcoholic beverages complies with all applicable laws, such as a dedicated dispensing / sale area. Lessee shall provide Lessor with photocopies of any and all permits issued allowing the service of alcoholic beverages during the lease period. Lessee is advised that Permits require 4-6 weeks to obtain. Lessee must sign the Alcoholic Beverage Rider, attached hereto and made a part hereof.
7. No firearms are permitted in the Community Center without approval from the Chandler Town Council.
8. Fireworks are not allowed on park property or in any facility.
9. The Chandler Community Center is a Tobacco Free Facility.
10. The Lessee must sign the Waiver, Indemnification and Release of Liability Rider, attached hereto and made a part hereof.
11. Children's groups or those under 18 years of age must be supervised.
12. Lessee will be responsible for additional fees charged for any and all damages to the facility or property.
13. If available, Community Center may be reserved for the previous day prior to event at an additional charge of \$125.00 with admittance to facility after noon.
14. Lessee is responsible for all setup, take down, and cleanup of the Community Center and surrounding premises. Lessor offers cleanup for the Community Center for the entire facility, the price is \$260.00. If you would like to have the tables and chairs stowed away, an additional fee of \$75.00 is required.
15. Lessor does not provide table coverings, plates, bowls, flatware, cups, trash bags, etc. Lessee shall provide such items to the extent desired and shall remove all trash from premises.
16. The building must be left in the manner received. All table and chairs must be cleaned and returned to their respective places. The floor must be cleaned. All refuse must be removed, including the restrooms, and placed in the provided dumpster. All decorations and tape must be removed.
17. Deposit returns will be issued after inspection of the building. Approval of the deposit returns by the Town Council may take up to 30 days.
18. Lessee must sign the Waiver, Indemnification and Release of Liability Rider, attached hereto and made a part hereof.

### Clean Up Procedures

All refuse must be removed and placed in outside dumpster. This includes the restrooms.

Table and chairs must be cleaned and returned to their respective places. Chairs are to be stacked 8 per stack and tables no more than 12 per cart.

All decorations and tape must be removed. No duct tape type tape allowed to be used anywhere in the building.

If kitchen is used, wipe off all counters. Check refrigerator for food and wipe up any spills. Please clean any appliances you have used.

Dust mop and mopping supplies are in closet.

Turn off all lights (including the restrooms) upon leaving the building.

Make sure all exterior doors are locked.

Return key to the Town Hall.

In the event Lessor initiates action to collect any sums due under the terms of this agreement, Lessee agrees to pay all costs and expenses incurred by the Town of Chandler including attorney fees for said collection efforts.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ COPY OF APPLICATION RECEIVED \_\_\_\_\_

**If any assistance is needed, contact the Town Hall office at 812-925-6882 ext. 3 or after hours 812-573-8751.**

FOR OFFICE USE:

Deposit Date \_\_\_\_\_

Cash/Check # \_\_\_\_\_

Copy of Rental Agreement given to Renter

Staff Initials \_\_\_\_\_

Rental Fee \_\_\_\_\_ Alcohol Paperwork \_\_\_\_\_

Sound System Fee \_\_\_\_\_ Caterers Paperwork \_\_\_\_\_

Cleaning/Table and Chair Take Down Fees \_\_\_\_\_

Balance Due \_\_\_\_\_ Due Date \_\_\_\_\_

Date Paid \_\_\_\_\_ Cash/Check # \_\_\_\_\_

Staff Initials \_\_\_\_\_

Deposit Returned \_\_\_\_\_ Date \_\_\_\_\_ Staff Initials \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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) \_\_\_\_\_

**ALCOHOLIC BEVERAGE 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, acknowledge the following provisions of the Indiana Code regarding service of alcoholic beverages and acknowledge and agree that such provisions are applicable to the occupancy of the Premises:

**Indiana Code 7.-1-5-4. Service of setups-Abatement of practice as nuisance-**

(a) It is unlawful for a person who owns or operates a private or public restaurant or place of public or private entertainment to permit another person to come into his establishment with an alcoholic beverage for sale or gift, or for consumption in the establishment by that person or another, or to serve a setup to a person who comes into his establishment. However, the provisions of this section shall not apply to the following.

- (1) A private room hired by a guest of a bona fide club or hotel that holds a retail permit.
- (2) A facility that is used in connection with the operation of a paved track of more than (2) two miles in length that is used primarily in the sport of auto racing.
- (3) An establishment operated in violation of this section here by declared to be a public nuisance and subject to abatement as other public nuisances are abated under the provisions of this title.

**Indiana Code 7.1-5-8-6. Taking liquor into a restaurant or place of entertainment** – It is a Class C Misdemeanor for a person to knowingly carry liquor into a place of public entertainment for the purpose of consuming it, displaying it, or selling, furnishing, or giving it away to another person on the premises, or for the purpose of having it served to himself or another person, then and there. It is a Class C misdemeanor to knowingly consume liquor brought into a public establishment in violation of this section.

The undersigned further acknowledges that he or she has read the above sections of the Indiana Code and agree to insure compliance therewith and have been advised that other sections of the Indiana Alcoholic Beverage Code may be applicable to the rental of the Premises and agree to comply with all provisions of the Indiana Code regarding alcoholic beverages if the same are to be used or consumed during the activity for which Premises are being rented.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

NAME (Printed) \_\_\_\_\_

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

SIGNED \_\_\_\_\_

NAME (Printed) \_\_\_\_\_