

Rising Sun-Ohio County Park Board Facility Rental Application and Agreement (812) 438-2700

The Rising Sun-Ohio County Park Board (the "Park Board") operates several facilities that are available to the public for community activities. This agreement will provide you with the information you need to determine which facility you need to rent as well as the requirements for each.

The Park Board has the exclusive right to contract for use of the Facilities. Individuals or entities entering a rental agreement with the Park Board for use of Facilities (the "Renter") shall comply with and ensure all guests of the individual or entity comply with the following minimum requirements:

USAGE

The Facilities are provided for general usage. The Park Board reserves the right to have final approval on all activities or events scheduled at the Facilities. The Park Board reserves the right to designate hours that the Facilities are available for use and to remove any person or group failing to comply with the Rules. The Park Board reserves the right to require security be provided at the renter's or user's expense.

CONDITIONS FOR USE

As a condition of use, the Renter shall be responsible for designating a responsible person(s) to supervise the Facilities rented and all persons permitted by Renter to be within the Facilities to adequately ensure:

- Supervision of any and all activities and guests of Renter.
- Before leaving the Facilities, ensure that all guests, members, employees, supervisors, staff, invitees and attendees that do not have special additional rights to continue to use the Facilities, leave after each use.
- Any training required for supervisors, employees or staff of activities is sufficient to perform the tasks Renter assigns.
- Rules and regulations for the Facilities are enforced as to any and all guests, members, employees, supervisors, staff, invitees, or attendees of the Renter and any uncooperative persons or persons conducting themselves in a disruptive manner are removed from the premises immediately.
- Qualified personnel examine and inspect the Facilities and adjacent areas to be utilized for any premises defects, hazards or circumstances that may cause injury or be incompatible with the scheduled use of the Facilities prior to each use.
- Notify the Parks and Recreation Director, or designee, of the Park Board verbally and in writing of any premise defect, hazard or hazardous condition or circumstances identified.
- No business is engaged in at the Facilities or performed in conjunction with Renter's use that is a violation of an existing State, Federal Law or municipal ordinance or use the same in such a manner as to constitute a nuisance.
- No conveyance, assignment or other subcontracting of the Facilities is made to any person or

entity without the express, written agreement of the Park Board.

- Not permit, suffer or allow any activities of the Renter, Renter's employees, members or guests to interfere with any other Facilities or users of other portions of the Facilities not rented by the Renter.
- Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the Park Board.
- The Park Board has a list of all officers and board members of Renter, if Renter is an entity.

CONCESSIONS

- The Park Board reserves the right to sell concessions at all functions.
- If the Rental Agreement expressly provides the Renter the right to sell concessions, the Renter may sell concessions.

ALCOHOL

- No sales of alcoholic beverages are permitted on, in, or at the Facilities.
- Renter shall ensure compliance with state law for the consumption of alcohol.
- Minors under the age of 21 years shall not be permitted, under any circumstances to consume alcohol on Park Board premises.
- Renter shall remove or cause to be removed any person or group of persons not complying with state regulations as set forth by the Indiana Alcoholic Beverage Commission.
- Renter agrees to enforce all local and State regulations relating to alcohol distribution and consumption on the portion of the Facilities rented.
- Renter must complete State Form 35494 for Beer/Wine Authority/Type 118 through the Indiana Alcohol and Tobacco Commission.
- Renter shall be held accountable for any act resulting from the consumption of alcohol within the portion of the Facilities rented.
- The Park Board reserves the right to require additional security for any function serving alcohol.

GAMBLING

There shall be no unlawful gambling permitted on Park Board property. The Renter hereby represents and guarantees that no illegal gambling shall be permitted either before, during or after the event. Should such gambling be observed, the event shall be terminated and any deposits or rental fees shall be forfeited.

CLOSURE

The Park Board reserves the right to close all or any portion of Facilities, with or without notice. The Park Board may inspect the rented Facilities prior to any event. The Park Board is not required to have available staff to monitor the use of the rented Facilities. Renter shall be responsible for any damage resulting from the use of the Facilities and other portions of the Facilities caused by use of Renter, Renter's members, or Renter's invitees.

- a. The Renter agrees to close any or all of the rented Facilities and notify the Park Board immediately for the following reasons:
 - i. An environment that would create dangerous conditions if the Facilities are used.
 - ii. Broken Glass or other debris that could create a dangerous condition to users.

- iii. The existence of a public health or safety issue requiring the Facilities to be closed in the interest of participant safety and/or preservation of Facility integrity.
 - iv. Other unforeseen circumstances making use of the Facilities unsafe to the public or likely to cause damage to the property or injury to persons.
 - v. Damage in excess of minor damage (minor damage being damage which is less than \$25.00 in cost to repair) must be reported immediately and all activities which may further damage the property must be ceased.
- b. It is the responsibility of the Renter to inform participants, members and invitees of any closure decisions.

CANCELLATION

The Park Board may cancel the agreement at any time with or without notice and with or without cause. The Renter shall receive a full refund of the deposit as the sole remedy. The Park Board shall not be responsible for any losses to the Renter as a result of the Park Board terminating the use agreement or refusing to allow the use as reserved. Cancellation by the Renter shall result may result in a forfeiture of deposit as detailed herein.

PARK BOARD'S RIGHTS AND DUTIES

The Park Board agrees that for the sole consideration expressed herein, Renter shall have use of the Facilities above. The Park Board shall not charge any additional rental or admission fees to Renter, Renter's representatives or Renter's invitees except fees and costs as provided in the Rental Agreement. The Park Board reserves the right to refuse to allow any Renter, Renter's representative or invitee to conduct any activities at Facilities if the Park Board determines that the individual has not followed the rules and regulations of Facilities or the conduct of the individual is unbecoming or otherwise inappropriate for the proper decorum of the Facilities.

FEES AND COSTS OF USAGE

The Park Board shall have the right to review the costs of operating this Agreement, including electricity needs, water, sewer, garbage and maintenance costs and may make adjustments as deemed necessary. The Park Board shall be reimbursed costs of damages to the Facilities associated with Renter's use of the Facilities. Renter shall not be responsible for more than the actual costs of repairing any Facilities. The Park Board reserves the right to refuse to further rent the Facilities to any individual and any entity which has failed to reimburse the Park Board for costs of damages or any portion of a rental fee.

INSURANCE

Renter may be required to provide general liability insurance of the type and amount deemed appropriate by the Parks and Recreation Director as a condition of the Rental Agreement. Failure to provide adequate insurance may be a cause to reject an application for rental. Any function which is used for fundraising, charges admission, is advertised as a public function, would attract a crowd of interested observers may be required to furnish a liability insurance policy. Sports activities requiring membership to participate may also be required to furnish a liability insurance policy. Any required certificate of liability insurance shall name the Park Board as an additional

insured and be provided 10 days in advance of a scheduled event. Minor events such as family reunions picnics, etc. do not require liability insurance unless open to the public.

NOTICES

Any notice required due to a defect or dangerous conditions shall be immediately provided to the Parks and Recreation Director, or designee. Renter shall provide the Park Board with a written itemization of any damage resulting from Renter's use, including the activities of any guests, members, invitees, officers, employees, representatives, officers, directors or other agent of Renter, within 24 hours of the damage. Notice shall be mailed or hand delivered within 24 hours.

PREMISES IN "AS IS" CONDITION

Renter agrees to take the premises "as is" and "where is" with all latent and patent defects. Renter shall exercise due caution and care to ensure the premises rented are in safe condition at all times.

INDEMNITY

Renter, its officers, directors, agents and representatives, agree, to the fullest extent permitted by law, to indemnify and hold harmless the Park Board, the City of Rising Sun, Ohio County, Indiana and any of their officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of Renter, its officers, directors, agents, representatives, employees, members, visitors, contractors and subcontractors which may arise out of or result from Renter's occupancy or use of the Facilities and/or activities conducted in connection with or incidental to the Rental Agreement. Renter shall also indemnify Park Board and its officers, directors, agents, representatives and employees against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Facilities arising as a result of Renter's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. And, this indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to Renter, or to any of its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them.

INDIANA LAW GOVERNS

The Rental Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and shall be performable in Ohio County, Indiana. Venue shall lie exclusively in Ohio County, Indiana.

NON-DISCRIMINATION POLICY

The Park Board does not discriminate on the basis of race, religion, sex, or national origin. Park Board facilities may not be used for discriminatory, immoral, or illegal purposes.

RESERVATION POLICIES

Reservations are taken on a first paid, first served basis, and are not confirmed until the required deposit(s) is paid. The Park Board reserves the right to establish annually renewed reservations for major events.

1. **Deposits and rentals must be paid separately.**
2. **You must be at least 21 years of age to rent any facility.**
3. **The Rising Sun-Ohio County Park Board accepts cash, money orders or cashier's check as forms of payment.**
4. **Rentals must be paid no later than 24 hours before the time of the event.**
5. **Reservations of Facilities must specify the times needed and which area is to be utilized to allow for more than one event to be held at Facilities. The Park Board reserves the right to refuse any request for reservation of all or any portion of Facilities.**
6. The Park Board reserves the right to cancel any event in which untrue information was given and/or if the event is felt to be detrimental to the operation of the Facilities and/or contrary to the rules and regulations governing the use of the Facilities or any Park Board facility.

DEPOSIT POLICIES

In addition to the rental fees, rental groups, as determined by the Park Board, will be charged a separate security deposit for each rental. Security deposit is equal to the amount of rent and must be paid in advance. The deposit covers damage and clean-up of the facility.

Automatic forfeiture of the deposit will occur under the following conditions:

1. **Building is left unsecured (unlocked).**
2. Key is not returned.
3. Smoking in the building.
4. Use of rice, birdseed, glitter, confetti, dance wax, corn meal or other substance.
5. Alcohol being present in the building without proper security present.
6. Setting off false fire alarms or unauthorized use of the AED equipment. (which is illegal and criminal charges may be filed).
7. Disturbance of the peace (playing music too loud, honking horns, unruly behavior which disturbs neighbors, etc.)
8. Damage to the facility itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, etc.
9. Excess trash left in the building or on the property.
10. Failure to clean up the facility by the designated time.
11. Damage to the floors due to setup by the renter may result in forfeiture of the deposit.
12. The required summoning of additional police officers due to the behavior of the participants.

DEPOSIT REFUNDS

Long term cancellation: A full refund will be made only if the event is cancelled 14 days or more prior to the event. **Short term cancellation:** Cancellation less than 14 days before the event is non-refundable. Unless made within one week of the original reservation date, changes to long term reservations will be treated as a cancellation. All events must be cancelled through Park Director.

GENERAL RULES

1. Clean up is done the day/night of the event. Scrubbing of the floors will be done by Park Board staff.
2. Music must be turned off by 12:00 am. Events must end by 12am and be cleaned-up and out of the building by 1am.
3. All personal property must be removed at the time of clean-up.
4. Non-profit includes 501 (c)(3) corporations, governmental entities, volunteer groups who are able to provide documentation of non-profit intent or status.
- 5.
6. Renters are responsible for general cleanup of the facility (placement of all leftover food, garbage and unrecoverable decorations into trash bags and placed in the outside bins.)
7. Renters are responsible for set up of tables and chairs.
8. Decorations must be done within the rented time and removed upon the end of the event.
9. DO NOT attach anything to the acoustical panels, railings or walls.
10. Renters are responsible for kitchen clean up. (DO NOT SCOUR GRILL.)
11. The Park Board is not responsible for items left in the Facilities.
12. Renters are responsible for the behavior of all attendees. The responsible person must be a minimum of 21 years of age. The Park Board reserves the right to require additional proof of responsibility for non-standard rentals. The responsible person will be held accountable to the Park Board Council for compliance with the outlined regulations and any other considerations that may be applicable.
13. Sponsoring organizations, groups or individuals reserving the Facilities to sponsor any activity will be held as the liable party.
14. The Park Board is not responsible for any property losses or personal injuries suffered by the organization, group or individual attending any function at the Facilities. The entity or individual entering into the agreement for use of the Facilities may be responsible for any and all accidents, injuries or damages occurring at the Facility or in route to and/or from the Facilities, that are resulting from the consumption of alcohol at the Facilities.
15. The Renter may be obligated to provide insurance.
16. Teenage activities must have adult(s) present inside any building and also monitoring parking lot area and outside buildings.
17. Candles or open flames must be approved by the Fire Marshal.
18. Maximum seating capacity for the Rising Sun-Ohio County Senior Center is 299 people. Maximum seating capacity for the Schroeder Building is 150 people.
19. No parking on the walkway by the entrance of the Senior Citizen Center.

The Park Board reserves the right to amend the rules, regulations, and policies at any time with or without notice. Renter agrees to request updated rules and regulations prior to each use and comply with the current rules and regulations applicable at the time of use.

SPECIAL CONDITIONS:

Included below are any special additional terms of this agreement or any special conditions or understanding of the terms of use (attach additional pages if necessary):

Rising Sun-Ohio County Park Board

Current Rental Rates

(As approved by the Rising Sun-Ohio County Park Board in August, 2009)

Rising Sun-Ohio County Community Center

| Up to 2 hours | 4 hours or more | 8 hours |
|--------------------------------|--|-----------------|
| <i>Non-Profit: \$10.00</i> | <i>\$40.00 (\$20.00 each additional hour)</i> | <i>\$100.00</i> |
| <i>Private Events: \$50.00</i> | <i>\$75.00 (\$20.00 each additional hour)</i> | <i>\$150.00</i> |
| <i>For Profit: \$100.00</i> | <i>\$150.00 (\$50.00 each additional hour)</i> | <i>\$400.00</i> |

Over 8 hours (Wedding Reception, etc.) These events are required to pay Security Deposit.

Ohio County Residents: \$400.00
Non-Ohio County Resident: \$950.00

Alcohol is an additional \$150.00. Any event that has alcohol is required to pay a Security Deposit. Security deposit is equal to the amount of rent and must be paid in advance.

Schroeder Community Building

| Up to 2 hours | 4 hours or more | 8 hours |
|--------------------------------|--|-----------------|
| <i>Non-Profit: \$10.00</i> | <i>\$40.00 (\$20.00 each additional hour)</i> | <i>\$100.00</i> |
| <i>Private Events: \$50.00</i> | <i>\$75.00 (\$20.00 each additional hour)</i> | <i>\$150.00</i> |
| <i>For Profit: \$100.00</i> | <i>\$150.00 (\$50.00 each additional hour)</i> | <i>\$400.00</i> |

Over 8 hours (Wedding Reception, etc.) These events are required to pay Security Deposit.

Ohio County Residents: \$400.00
Non-Ohio County Resident: \$950.00

Rental fee for Rising Sun-Ohio County Community Center small room when renting the large room is half of the rental price but not to exceed \$100.00 (As approved by the Rising Sun-Ohio County Park Board on March 8, 2016)

Alcohol is an additional \$150.00. Any event that has alcohol is required to pay a Security Deposit. Security deposit is equal to the amount of rent and must be paid in advance.

Other (Rate as determined by Park Board)

| | | |
|-------------------|------------------------------------|--|
| Main Event Arena | <i>Ohio County Resident- \$200</i> | <i>Non-Ohio County Resident- \$250</i> |
| Show Arena | <i>Ohio County Resident- \$125</i> | <i>Non-Ohio County Resident- \$150</i> |
| Large Animal Barn | <i>Ohio County Resident- \$125</i> | <i>Non-Ohio County Resident- \$150</i> |
| John Chase Barn | <i>Ohio County Resident- \$50</i> | <i>Non-Ohio County Resident- \$75</i> |

Twenty (20) percent discount will be given for renting more than one barn/arena on same calendar-day.

Renters must rent a barn or an arena to have access to the outdoor restrooms at the Schroeder Facility. (As approved by the Rising Sun-Ohio County Park Board on March 27, 2018)

Rising Sun-Ohio County Park Board

FACILITY RENTAL AGREEMENT

Facility Requested:

Rising Sun-Ohio County Community Center _____ Schroeder Community Building _____
Other (Describe) _____

Name of group or person renting facilities ("Renter"): _____
Responsible Person (for payments and compliance): _____ DL# _____

Billing Address: _____ City: _____ St: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
Contact Person (if different from above) : _____ Phone: _____

Date(s) of Rental (list each on additional page if necessary): _____
Beginning Time: _____ Ending Time: _____

Function (describe number of persons and the activities proposed, include an additional page with description if necessary):

Will alcohol be served: .. No .. Yes If yes, who will provide security? _____

BY SIGNING BELOW, I HEREBY AGREE THAT I HAVE RECEIVED A COPY OF THE Facility Rental Application and Agreement and Rules and Regulations WHICH ARE INCORPORATED HEREIN AS THOUGH FULLY TRANSCRIBED HEREIN. I AGREE THAT I SHALL INDEMNIFY AND HOLD THE RISING SUN/OHIO COUNTY PARK BOARD, OHIO COUNTY, AND THE CITY OF RISING SUN, HARMLESS AS PROVIDED IN THE RULES AND REGULATIONS. I have read and understand the rules and regulations for the use of the Facility and agree with the conditions for use found in this agreement and the rules and regulations as amended including the return of the deposit policy. I assume all responsibility for the condition of the Facility and agree with the conditions for use and for the return of my deposit.

Signature (Responsible Person) _____
Date

For Office Use Only:

Deposit Amount: \$ _____ Date Paid: _____
Rental Amount: \$ _____ Date Paid: _____
Date Keys Picked Up: _____ Date Keys Returned: _____
After Event Inspected By: _____ Date: _____
Condition: _____
Check Request Refund Sent: _____ (date) _____ initials _____
Insurance Required? _____ Copy attached .. No .. Yes
Additional Damage Fees: \$ _____ Date Paid: _____

Make checks payable to: RS-OC Park Board

Mail to: RS-OC Park Board
P.O. Box 33
Rising Sun, IN 47040