



APPLICATION/AGREEMENT FOR THE USE OF THE CHANDLER COMMUNITY CENTER

405 COMMUNITY CENTER DRIVE, CHANDLER, IN 47610

Information: Richard Lautner (812) 925-6840/ (812) 483-4185

PLEASE READ APPLICATION BEFORE SIGNING

Lessee's Name: _____ Phone#: _____

Lessee's Address: _____

Type of Function: _____ Event Date: _____

Estimated Attendance: _____ (Facility Capacity: 250 for Banquet Room and 40 for Meeting Room)

Room Requested:

Meeting Room _____ Banquet Room _____ Complete Facility _____ Kitchen Needed: Yes _____ No _____

Meeting Room: \$53.00 (plus tax)

Banquet Room: \$250.00 (plus tax)

Complete Facility: \$300.00 (plus tax)

In case of cancellation the Town of Chandler Board of Parks & Recreation 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.

Will alcohol be served: Yes _____ No _____ (IF YES, See Rental Policy #5)

A cleaning/damage security deposit of Fifty Dollars (\$50.00) for a complete facility rental or banquet room rental and a Twenty-Five Dollar (\$25.00) cleaning/security deposit for the meeting room rental are to be made at time of booking. The rental is due and payable at the time of rental.

In case of cancellation, the Town of Chandler Department of Parks & Recreation 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.

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 Department of Parks & Recreation, 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 \$500,000.00 each occurrence for bodily injury to any person or group of persons or for property damage. 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 Department of Parks & Recreation, 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.

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.
3. The person signing the application must be present at the function.
4. Lessee agrees to leave the facility in a cleaned state, approved by the park department personnel. If facility is not left in a clean state, an additional charge of \$15.00 per hour for cleaning 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.
5. If alcoholic beverages will be served, the lessee must provide security and any and all permits for state and local governments. Lessee shall provide the department with photocopies of any and all permits issued allowing the service of alcoholic beverages during the lease period. (Permits require 4-6 weeks to obtain.) If a security firm is used, the representative must register with the Town of Chandler Department of Parks & Recreation prior to function.
6. No firearms are permitted in the Community Center without approval from the Park Board.
7. The Lessee must sign a waiver of liability release.
8. Any park access fees will be waived for all functions.
9. Children's groups or those under 18 years of age must be supervised.
10. Reservation and fees for annual or seasonal events must be approved by the Park Board.
11. Reimbursements will be assessed for damages.
12. 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 the next business day following the event. Failure to return the key shall result in a charge of Ten Dollars (\$10.00).
13. If available, Community Center may be reserved for the previous day prior to event at an additional charge as follows: \$50.00 with admittance to facility beginning at 5:00 p.m. or \$75.00 with admittance to facility beginning at 12:00 p.m. noon.
14. Lessee is responsible for all setup, take down, and clean up of the Community Center and surrounding premises. Setup and take down can be arranged for an additional fee charged at the rate of \$15.00 per hour, with a deposit made to cover said additional fee at the time of rental.
15. The Town of Chandler Department of Parks & Recreation 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 Chandler Community Center is a **Tobacco Free Facility**.

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.

I acknowledge that I have read the above sections of the Indiana law and agree to insure compliance therewith and have been advised that other sections of the Indiana Alcoholic Beverage Code may be applicable to my rental of the above described property and agree to comply with all provisions of the Indiana law regarding alcoholic beverages if the same are to be used or consumed during the activity for which I am renting the premises.

In the event the Town of Chandler and the Town of Chandler Department of Parks & Recreation 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 and the Town of Chandler Department of Parks & Recreation, including attorney fees for said collection efforts.

LESSEE DOES HEREBY RELEASE TOWN OF CHANDLER AND THE TOWN OF CHANDLER DEPARTMENT OF PARKS & RECREATION FROM ANY LIABILITY FOR INJURY OR DAMAGE SUSTAINED BY LESSEE DURING THE LESSEE'S OCCUPANCY OF THE PREMISES HEREIN LEASED. LESSEE FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF CHANDLER AND THE TOWN OF CHANDLER DEPARTMENT OF PARKS & RECREATION FROM ANY CLAIMS OF DAMAGE OR INJURY ASSERTED BY ANY INDIVIDUAL OCCUPYING THE PREMISES HEREIN LEASED BY THE LESSEE DURING LESSEE'S OCCUPANCY THEREOF. LESSEE FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF CHANDLER AND THE TOWN OF CHANDLER DEPARTMENT OF PARKS & RECREATION FROM ANY AND ALL COSTS AND ATTORNEY FEES FOR DEFENDING ANY CLAIM AS MIGHT BE ASSERTED ARISING OUT OF LESSEE'S OCCUPANCY OF THE PREMISES AS HEREIN LEASED WHETHER SAID CLAIM IS BY LESSEE OR ANY INDIVIDUAL IN ATTENDANCE TO THE EVENT OF LESSEE.

SIGNED _____ DATE _____

SIGNED _____ DATE _____

PHONE NUMBER _____ COPY OF APPLICATION RECEIVED _____

FOR DEPARTMENT USE ONLY

Application Received By _____ Date _____

Rental Payment Received \$ _____ Date _____ Receipt# _____

Deposit Paid \$ _____ Date _____ Receipt# _____

Facility Inspected By _____ Date _____ Time _____

Facility was found to be returned to original condition and clean: Yes _____ No _____

If No, Explain:
