

**PALMYRA COMMUNITY CENTER
RENTAL CONTRACT**

This RENTAL AGREEMENT (the "Agreement") is made and entered into as of the day executed below, by and among THE TOWN OF PALMYRA (the "Town") and _____ (the "Renter").

1. Location and Capacity. Capacity of hall with tables and chairs: 80 upstairs The Leased Premises shall consist exclusively of the ground level floor of the Palmyra Community Center located at the common address of 13590 NE Greene Street, Palmyra, Indiana. The basement of the Community Center is not included as part of the Leased Premises unless otherwise agreed in writing by the Town. The capacity of the Community Center is eighty (80) persons. Renter agrees not to exceed the above-stated capacity at any time.

2. Rental Price and Damage Deposit. The cost for rental of the Community Center is: \$150.00 for the first (4) four hours plus sales tax of 7%. You will be allowed (1) one hour before event for setup and (1) one hour after event for cleanup in which there is no charge. After the first (4) hours each hour will be an additional \$25.00 with a maximum of \$250.00 plus sales tax of 7%. A security/damage deposit of \$100.00 will be required at time of booking to reserve rental date and will not be considered reserved until paid. Full rental fee payment is due one (1) month prior to the event. The deposit is to cover any damage done to the Center and cleaning, if not left clean. The deposit may also be used by the Town to pay the cost of any negligent water usage as described below. Renter hereby agrees to pay to the Town any and all costs necessary to repair and/or restore the Community Center and any and all items therein back to the condition in which they existed prior to the Renter's occupancy of the Leased Premises.

3. Indemnification and Release. Renter assumes all risk and responsibility for injury or death to person and damage to property arising out of or in any way connected with or related to Renter's use and control of the Leased Premises, including theft, vandalism or casualty, and **Renter agrees to indemnify and hold the Town Council and the Town of Palmyra harmless from any and all liabilities, losses, costs, expenses, damages, and/or judgments arising from any injury or damage occurring on or about the Leased Premises during the term of this Agreement and/or during the time in which Renter and/or Renter's invitees occupy the Leased Premises, including but not limited to reasonable attorney's fees, and including but not limited to any and all damages arising from the negligence of Town Council and/or the Town of Palmyra. Renter does hereby release and hold harmless the Town of Palmyra, its Town Council, employees, agents and volunteers from any and all liability, claims, causes of action, losses, damages, costs and expenses of any kind or nature that arise out of, or in connection with, the rental or use of the Leased Premises.**

4. Personal Liability. **The individual signing this Agreement as a Renter or on behalf of Renter agrees to be personally liable to the Town for any and all costs, expenses, fees, rents, and/or damages described in this Agreement.**

5. Rental Period. Renter's occupancy of the Leased Premises shall begin on _____ at _____ o'clock a.m. / p.m. and shall terminate on _____ at _____ o'clock a.m. / p.m.

6. Return of Damage Deposit and Required Cleaning. Any deposit refund due to the Renter will be mailed within 30 days of the last date of the Rental Period. Upon the termination of the Rental Period, Renter agrees to yield immediate possession to the Town in as good condition as when Tenant took possession. Renter further agrees to undertake the following actions prior to returning possession of the Leased Premises to the Town:

Meeting Area:

- Please sweep the floors and wipe any spills made in the meeting spaces that you use.
- Clean and return tables/chairs to original setup.
- Vacuum all entrance rugs.

Kitchen:

- Clean sink and counter tops.
- Take all trash to outside garbage can.
- Wash inside of refrigerator with warm water, if soiled.
- Wipe stovetop.
- Leave used dish towels and dish cloths in kitchen sink.

Bathroom(s):

- Clean sinks, toilets, floors and mirrors as needed.
- Be sure that toilet/urinal/sink is not running.
- Turn out lights.

Exterior:

- Pick up all trash including cigarette butts from guests.
- Make sure garbage can lid is closed.

7. Water Usage. Renter shall be liable to the Town for the cost of any and all water usage arising from any sink, toilet, urinal, or other such fixture which is left running during and/or after Renter's use of the Leased Premises. The cost of usage will be deducted from Renter's deposit. A member of the Town Council or designee shall determine the extent of damages. Any damage exceeding the deposit shall be paid by the person renting the Center whose signature is on this contract.

8. Removal of Decorations. No decorations that are the property of the Community Center are to be removed.

9. Drugs and Alcohol. The consumption or possession of controlled substances, illegal drugs, drug paraphernalia or alcohol is strictly prohibited.

10. Smoking. No smoking in the building or within 8 feet of any of the entrances. Any cigarette butts shall be disposed of properly.

11. Pets and Animals. Pets or animals of any kind are not permitted on the premises, unless they are "Service" animals.

12. Noncompliance with Rules and Regulations. The Town reserves the right to refuse rental or cancel any group when it interferes with Town business or when Renter on one or more prior occasions did not comply with all rules and regulations associated with the use of the Community Center.

13. Cancellations: Full rental fee refund for cancellations 30 or more days prior to event. 50% rental fee refund for cancellations less than 30 days prior to event. No rental fee refund for cancellations 1 week or less prior to event. Full deposit will be refunded with all cancellations.

14. Renter's Use of Leased Premises. Renter's occupancy and use of the Premises shall be restricted exclusively to the areas and uses described herein. Renter agrees to provide Town access and the right to inspect the Leased Premises. Renter shall comply with all present and future laws or ordinances applicable to the Leased Premises and shall not commit or suffer waste on the Leased Premises, or use or permit anything on the Leased Premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Town's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Town or other tenants of Town's building, its agents, servants, employees, and customers.

15. Waste and Nuisance. Renter shall not commit, or suffer to be committed, any waste on the Leased Premises, nor shall Renter maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

16. Repairs and Waste Removal. Renter agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted. Renter further agrees to keep the Leased Premises clean, and to repair or replace all broken or damaged doors, windows, plumbing fixtures and pipes, floors, or other portions of the Leased Premises damaged during Renter's occupation of the Leased Premises, whether such damage may be caused by Renter, Renter's invitees, or by a third party. Town shall maintain the Leased Premises in condition fit for its intended use and shall make all necessary repairs, except that Renter shall make all repairs of the Leased Premises occasioned by Renter's use of the Leased Premises as described above. Renter is responsible for all cleanup of any and all trash, waste, and other such debris from the Leased Premises and any other area used by Renter and/or Renter's invitees. Renter is solely responsible for complying with any and all state and/or local regulations regarding waste management and removal.

17. Sublease and Assignment. Renter shall have no right to assign or sub-lease the Leased Premises without the written consent of Town. Town is expressly given the right to assign any or all of its interest under the terms of this Lease.

18. Surrender of Leased Premises. At the expiration of the term of this Agreement or its early termination, the Renter shall yield immediate possession to the Town in as good condition as when Renter took possession, and return the keys to the Leased Premises at the place herein designated for the

payment of the Rental Amount, and if Renter fails to do so, the Renter shall, unless otherwise agreed in writing, pay at the option of the Town for the whole time such possession is withheld at a per-diem rate based upon the then current rental for such Leased Premises plus any and all other damages which may be sustained by the Town due to the Renter's withholding of possession, including Town's reasonable costs and attorney fees.

19. Defaults and Remedies. In the event of default, Town shall be entitled to pursue any and all remedies, legal or equitable, as are available under Indiana law, including immediate eviction, and in such an event to pursue any and all remedies available. If Renter defaults on any obligation or duty hereunder, then the Town may at its option, without notice to Renter, terminate this Agreement and may re-enter and take possession of the Leased Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and retake possession of the Leased Premises. Failure on the part of Renter to adhere to any term, provision, or clause of this Agreement shall be deemed to be in default of the Agreement. Moreover, failure by Renter to make payment prior to the beginning of the Rental Period as required herein shall be deemed a default.

20. Inspection by Town. Renter shall permit the Town and/or its agents to enter into and upon the Leased Premises at all times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

21. Notices. All notices given under this Agreement shall be given by in writing to the applicable party.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

23. Choice of Law and Forum. This Agreement shall be construed under and in accordance with the laws of the State of Indiana. The Circuit or Superior Court of Harrison County, Indiana shall be the forum of any legal dispute arising between the parties to this Agreement in relation to this Agreement and the rental and use of the Leased Premises. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Agreement.

24. Amendments. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between Town and Renter concerning the Leased Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than what is set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Town and Renter unless reduced to writing and signed by both parties.

25. Non-Waiver. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

26. Signatures. By signing below the parties represent that they have authority to obligate themselves to this agreement. This agreement may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned Town and Renter hereto execute this Agreement as of the date below.

TOWN OF PALMYRA

RENTER

By: _____

By: _____

Date

Date

PALMYRA COMMUNITY CENTER

RENTAL APPLICATION

Date Requested _____

Reservation Start Time _____

Reservation End Time _____

Please be specific as possible so that other events may be scheduled. Be sure to include time for setup and clean up. 1 hour is allowed for each. Walkthroughs will be conducted prior to setup and after cleanup.

Name of Contact Person _____

Is the event open to the public? ____ Yes ____ No

Mailing Address _____

City/State/Zip _____

Day Phone _____ **Evening Phone** _____

Description of Activity _____

Expected Attendance _____

Rent _____ **(includes 7% sales tax)**

Deposit _____

User agrees to abide by the Palmyra Community Center Rules and Regulations, a copy of which has been provided to me.

Applicant name (print) _____

Applicant Signature _____ **Date** _____

Town representative _____ **Date** _____

Opening Building: A designated representative for the town will meet, unlock and walkthrough the Center one hour before the scheduled event.

Closing Building: One hour after the scheduled event is allowed for clean-up. A designated representative will come to walkthrough and lock up the Center.

Note: The Community Center does not provide coffee, filters, paper plates etc. An 8-12 cup basket style coffee pot is available for use.

**TOWN OF PALMYRA
COMMUNITY CENTER**

NOTES:

Opening Walkthrough:

Town Rep: _____

Renter: _____

Closing Walkthrough:

Town Rep: _____

Renter: _____

Date: _____