Joe Jackson Community Center

Rental Agreement

Location: 2420 S. Main Street, Vallonia, IN 47281

Event Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Hours: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Approx. Number of Attendees: \_\_\_\_\_\_\_\_\_\_\_\_

User Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternate Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Community Center Rates:

Security/Damage Deposit: $100.00 (Deposit may be held up to 7 days after the event)

Rental Rates:

Club or Individual Meeting: No Charge for Rentals Under 2 Hours

 $100.00 for Rentals Over 2 Hours

Non-Profit Organization Meeting: No Charge for Rentals Under 2 Hours

 $100.00 for Rentals Over 2 Hours

Events (Birthday Parties, Showers, Trainings): $100.00 (Rentals shall last no longer than 12 hours or extend past 10 pm.)

Make Checks Payable to Fort Vallonia Days Inc.
\*Please write separate checks for Deposit and Rental fees

in order for deposit to be returned\*

Philosophy: The Joe Jackson Community Center is an historic building that is made available by Fort Vallonia Days, Inc. The party(ies) named above (the “user”) and the Fort Vallonia Days Inc. recognize that appropriate measures will be taken to protect the integrity and historic nature of the building, including the building from users and their guests who destroy property or violate the “Rules and Regulations” herein. Such measures may include, but are not limited to, forfeit of Deposit and/or immediate surrender of the premises to a duly designated Community Center Representative. (Initials: \_\_\_\_\_).

Term: The user is hereby renting the Joe Jackson Community Center on the date and for the hours entered above. The user agrees not to sub-rent or permit anyone else directly or indirectly to use the Community Center during the term of this agreement. The user agrees not to enter the Community Center or to permit any person such as family members, personnel, or guests to enter the Community Center except during the term of this agreement, unless the Community Center Representative has been previously notified and has agreed. After the event, the User shall clean, as detailed in the “Cleaning” section, below, all lights must be turned off, and the doors locked by the renter before leaving the premises. The key to the building shall be returned within 2 business days. (Initials: \_\_\_\_\_).

Premises: Premises shall be rented in accordance with Indiana statues, laws, and regulations. Premises are more specifically defined for usage as the large community room and restrooms. Rental of the Community Center does not include the second story of the building, stairways, or areas marked as no entry. The user acknowledges that the maximum number of people allowed in and about the Community Center is 50. (Initials: \_\_\_\_\_).

Rules and Regulations:

**Deposits:** Renter shall pay a reservation deposit of $100.00 at the time this agreement is signed to hold the facility for the scheduled event. The balance of the rental fee shall be paid to Community Center Representative at least thirty (30) days before the scheduled event. Failure to do so shall result in the cancellation of the reservation and forfeiture of the reservation deposit. If the renter elects to cancel the event, the renter agrees to notify the Community Center Representative immediately. If the cancellation notice is received by the Community Center Representative at least sixty (60) days prior to the reserved date, then the reservation deposit shall be refunded to the renter, otherwise, the reservation deposit shall be forfeited. A returned check fee of $40.00 will be charged for any bad checks. **(Initials: \_\_\_\_\_).**

 **ANY PHYSICAL DAMAGES THAT ARE DONE TO THE FACILITIES AND/OR THE EQUIPMENT AND FURNISHINGS OF THE FACILITY DURING THE SCHEDULED EVENT WILL FORFEIT THE DAMAGE DEPOSIT. ANY DAMAGES THAT EXCEED THE AMOUNT OF THE DAMAGE DEPOSIT SHALL BE THE RESPONSIBILITY OF THE RENTER, BILLED TO THE RENTER AND RENTER AGREES TO PAY SAID DAMAGES WITHIN THIRTY (30) DAYS OF WRITTEN NOTIFICATION. (Initials: \_\_\_\_\_).**

**Decorating:** No glue, screws, nails, staples, hangers, suction cups or tape of any type may be used on the walls, floors, ceilings, sprinkler system or posts of the facility. Floral wire and removable adhesive putty may be used, but must be removed after the event. Nothing may be attached to or draped over the overhead pipes and/or the sprinkler system. **No** burning candles or other open flame, smoke machines, fog machines, fireworks or other pyrotechnics shall be permitted on the premises. **(Initials: \_\_\_\_\_).**

In the event that any of the items mentioned above are violated, renter will forfeit the entire deposit. In addition, if renter fails to monitor guest activities in and outside the building resulting in the police being summoned, or the fire alarm is triggered (use of fog/smoke machine or pulling of the fire alarm) resulting in the dispatch of the fire department to the facility, renter will forfeit entire deposit. **(Initials: \_\_\_\_\_).**

All decorations and other items not belonging to the 2420 S. Main St. property shall be removed from the building immediately after the event.

**Cleaning:** The user shall perform clean-up including, but not limited to the following:

 Floors: Vacuum carpets and clean bathroom floors;

 Garbage: Remove all garbage from the building;

 Bathroom: Wipe down all surfaces and fixtures;

Tables/Chairs: Wipe down all tables and chairs and return them to their original location.

If clean-up is not in compliance with Community Center standards, the user shall be responsible for housekeeping charges. All cleaning of the premises shall be completed by 10 pm on the day of the event. **(Initials: \_\_\_\_\_).**

**Prohibited: NO ALCOHOLIC BEVERAGES WILL BE ALLOWED IN THE BUILDING. IF ANY ALCOHOLIC BEVERAGES ARE BROUGHT INTO THE BUILDING IN VIOLATION OF THIS AGREEMENT, THE TENANCY SHALL BE TERMINATED IMMEDIATELY AND ENTIRE DEPOSIT FORFEITED. (Initials: \_\_\_\_\_).**

Rice, birdseed, silly string, confetti or bubbles shall not be used in or around the premises. **(Initials: \_\_\_\_\_).**

Smoking is **prohibited** in the building at all times as it is a non-smoking facility. This includes electronic devices or E-cigarettes. **(Initials: \_\_\_\_\_).**

Temperature controls are preset and will not be adjusted by users during use of premises. **(Initials: \_\_\_\_\_).**

Events that charge an admission fee are not permitted at the facility. **(Initials: \_\_\_\_\_).**

The User shall provide responsible adult chaperones for any and all guests and invitees of the User under the age of 18. **(Initials: \_\_\_\_\_).**

**Safety:** All exit doors must remain unobstructed at all times during the rental period. No decorations or tables may be situated within six (6) feet of the exit doors or so close to the exit doors that access to the exit doors is impeded. **ALL DOORS ARE TO REMAIN CLOSED AND UNLOCKED.** **(Initials: \_\_\_\_\_).**

**Noise:** Musical entertainment is permitted indoors ONLY during the scheduled event, but must be kept at a reasonable level and all county/town noise statutes must be respected.If in the opinion of the Community Center Representative, the noise level has exceeded a reasonable level, that representative may ask the user to lower the noise level. Upon the second request to lower the noise level, the security deposit will be forfeited and the user may be asked to terminate the function, clear the facility, and vacate the premises. **All musical entertainment shall end by 10 PM. NO EXCEPTIONS. (Initials: \_\_\_\_\_).**

**Indemnify:** The user agrees to indemnify and hold harmless Fort Vallonia Inc. and its Board Members from all claims, suits, demands, causes or action, or judgements that may arise out of a breach of this agreement or which may arise out of property damage or personal injury to third persons. In the event Fort Vallonia Days, Inc. successfully defends any action arising out of a breach of this agreement brought by the user or others, or successfully defends any action for personal injury or property damage brought by the third persons, Fort Vallonia Days, Inc. shall be indemnified and reimbursed for attorney fees and court costs by the User. Each part hereto binds its successors, assigns, heirs, administrators, and executors. **(Initials: \_\_\_\_\_).**

**Force Majeure:** Neither the Fort Vallonia Days, Inc. nor the user shall be required to perform any term, condition, or covenant of this Rental Agreement during such time performance, after the exercise of due diligence to perform, is delayed or prevented by acts of God, civil riots, or government restrictions. **(Initials: \_\_\_\_\_).**

**Severability:** If this Agreement or any other provisions herein shall be deemed invalid for any purpose by a court of competent jurisdiction, the intent of this Agreement or provisions shall, nevertheless, be enforceable to the extent necessary for such protection. Each article, paragraph, subparagraph, rule, and regulation of this Agreement shall be considered severable. If for any reason, any portion of this Agreement is determined to be invalid or in conflict with any law or rule in a final ruling issued by any court, agency, or tribunal with valid jurisdiction, that ruling shall not affect the validity or enforceability of any other portion of this Agreement. **(Initials: \_\_\_\_\_).**

 The provisions of this Rental Agreement constitute the entire agreement between Fort Vallonia Days, Inc. and the User.

By signing below, the User acknowledges the Rules and Regulations detailed above, and agrees to comply with such Rules and Regulations.

 **FORT VALLONIA DAYS, INC.**

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User Signature Representative Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Date Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Rep. Printed Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number