CITY OF SEYMOUR-PARKS & RECREATION DEPARTMENT FACILITY RENTAL AGREEMENT COMMUNITY CENTER

This rental agreement made and entered into by and between the City of Seymour Parks and Seymour Community Center, located at 107 S. Chestnut Street, (hereinafter "rental premises"), in Seymour, Indiana as follows.

- 1. All reservations for the rental premises may be made online at seymourin.recdesk.com or by contacting the Parks & Recreation Department at (812)522-6420. Reservations will be made on a first-come-first-served basis. The responsible applicant must be at least 21 years of age. Lessee shall complete all requirements listed herein. All reservations must be approved by the Director of the Seymour Parks & Recreation Department.
- **2. Fees:** Assessed according to profit or not for profit status of the organization. A key deposit will be collected at the time of rental. The key deposit will be refunded when the key to the facility is returned, and the facility meets the inspection approval.

Key Deposit (Required) \$50.00/\$100.00
Personal & Profit Rental on Weekdays \$100.00
with a \$50.00 **Refundable** Deposit
Non-Profit Rental on Weekdays \$20.00
Personal & Profit Rental on Weekends \$150.00 with a \$100.00 **Refundable** Deposit
Non-Profit Rental on Weekends \$125.00

- **Rental Hours:** No use of the rental premises will be allowed after 10:00 pm on Sunday through Thursday nights, and 11:00 pm on Friday and Saturday nights and holidays.
- **4. Liability:** Lessee shall indemnify the Parks & Recreation Department against all expenses, liabilities and claims of every kind, including responsible counsel fees, by or on behalf of any person or entity arising out of either (1) Failure by Lessee to perform any of the terms or conditions of this lease agreement, or (2) Failure to comply with any law of any government authority.
- 5. Cleaning of Facility: Lessee shall accept the premises and any equipment in their existing condition and state of repair. Lessee agrees that no representations, statements, or warranties, express or implied have been made by or on behalf of the Parks & Recreation Department, in respect thereto except as contained in the provisions of this lease agreement. The facility will be left exactly as it was found at the time of rental. All furniture, equipment, etc. must be returned to the original state. Any items on the tables must also be returned. Lessee will be responsible for clean-up of the rental premises and facilities, which includes but not limited to, collecting trash and depositing it into dumpster behind building. Sweeper and cleaning supplies are in the front cleaning closet.
- **6. Leaving of Facility:** Lessee shall turn off all the lights, make sure the stove is off and lock the doors.

7. **Video Surveillance:** The rental premises has a 24-hour video surveillance that is checked after every rental for damage and suspicious activity. 8. Alcohol: No alcoholic beverages or drugs permitted. No Exceptions! Lessee shall neither use the rental premises or any part of the premises for any unlawful, disreputable, or hazardous purpose, nor conduct any activity in any manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of such activity, take action to halt it. 9. **Deposit Return:** The deposit shall be held as security for the full and timely performance by Lessee of the terms and conditions of this agreement. The right of the Parks & Recreation Department against this agreement shall in no way be limited or restricted by the deposit. The key deposit shall be returned to Lessee provided that all terms and conditions contained in their lease agreement have been fully performed. The rental security deposit is non-refundable in case of cancellation. 10. **Contact for Emergencies:** Please contact Allycen Wheeler, Assistant Program Director, at (812) 569-1359 or Seymour Police Department at (812) 522-1234 for any emergency related to the Community Center. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of The undersigned has read and agrees to assume responsibility for the above mentioned reservation and those persons participating, and is responsible for submitting all waiver forms supplied by the Seymour Parks & Recreation Department. Lessee Signature Printed Name Approved By: Name of Parks & Rec Employee Group making reservation: Type of activity to be held: Reservation Date: Fees Paid: _____ Deposit Amount Total Paid

Amount Returned:

Date Deposit Returned: