## CITY OF SEYMOUR-PARKS & RECREATION DEPARTMENT RENTAL AGREEMENT CROSSROADS PARK

This rental agreement made and entered into by and between the City of Seymour Parks and Recreation Department and \_\_\_\_\_\_\_\_ (herein "lessee") for the use of the Crossroads Park Facility, (hereinafter "rental premises"), in Seymour, Indiana as follows.

- 1. Reservations will be made on a first-come-first-served basis and Lessee shall complete all requirements listed herein. No stakes can be driven into the ground for any reason for the event to prevent damage to the sprinkler system. All reservations have been approved by the Seymour Parks & Recreation Board and the Board of Public Works and Safety.
- 2. Fees: \$100 per event per day, as specified on the reservation request.
- **3. Rental Hours:** All event hours must be listed on the initial request for reservation. Events may not extend past the hours established on that request and all clean up should be completed within 60 minutes of the listed end time for the event. 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 any and 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.

## <u>Certificate of Insurance naming the City of Seymour as an additional insured is attached.</u> (Initials)

- 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 entire facility will be left exactly as it was found at the time of rental. Lessee is responsible for clean-up of the rental premises and facilities, which includes, but not limited to collecting trash and depositing it into the dumpster.
- 6. Leaving of Facility: Lessee shall turn off all the lights, if applicable. Lessee will be responsible for any and all damage identified during the post event inspection process.
- 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: In the event an alcohol permit is requested and approved, Lessee is solely responsible for complying with all applicable permits and laws regarding the sell and distribution of alcohol. 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.

## Alcohol Permit has been presented and copy is attached (Form Type 222 or Type 118). (Initials)

**9. Cancellation of event:** The fees paid shall be held 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 payment. The rental fee is non-refundable in case of Lessee cancellation.

The undersigned, has read and agrees to assume responsibility for the above mentioned reservation and those persons participating.

Lessee Signature