

MILLCREEK CIVIC CENTER LEASE/RENTAL AGREEMENT

This agreement made _____, by and between the Town of Chesterfield, Indiana (herein after referred to as Lessor) and _____, (herein after referred to as Lessee).

That in consideration of the mutual agreement herein contained, and for other good and valuable consideration, the parties here to agree as follows:

Leased space and purpose: Lessor grants Lessee permission to use the following portions of the Millcreek Civic Center premises:

Memorial Hall: Serving Kitchen Beverage Room Hallway

Gymnasium: Stage

Meeting Rooms:

Room #13 \$50 Security Deposit \$120 Room Rental \$170 Total

Gazebo Room \$50 Security Deposit \$75 Room Rental \$125 Total

Room 19 \$50 Security Deposit \$75 Room Rental \$125 Total

Room 16 \$50 Security Deposit \$55 Room Rental \$105 Total

Room 20 \$50 Security Deposit \$55 Room Rental \$105 Total

Kitchen Only (if available) 4 Hours or 8 Hours

Purpose for Rental: _____

The actual event shall begin at: _____ and end at approximately: _____.

Date of Rental: _____ Number of Guests: _____

Contact Person: _____ Phone Number: _____

Event Name: _____ Email: _____

Number of extra Tables: _____

Please see Exhibit A, attached hereto and incorporated by reference herein, for the applicable rental rates, fees, costs, security deposits, and other expenses as well as additional rules and guidelines applicable to events/rentals. The total amount due has been set based on event(s) by day(s). If other events are to be scheduled, the fee shall be adjusted prior to the date thereof in such manner as agreed by Lessor. Lessee agrees to make additional payments for contracted groups/individuals in such sums as Lessor determines necessary to cover those costs which Lessor encounters or will encounter on behalf of Lessee in relation to the use of the facility, such as costs for security personnel, custodians, etc. Lessor agrees that requests for such payments will be made prior to the conclusion of the event.

Lessee is required to pay with Lessor the applicable security deposit in addition to one-half (1/2) of the rental rate at the time of reserving a date for Memorial Hall or the Highlander Gymnasium.

Lessee is required to pay balance in full when renting Meeting Rooms.

All balances due to Lessor by Lessee shall be paid in full thirty (30) days prior to the scheduled event.

If the event takes place, then the Security Deposits are refundable if no damage occurs to the facilities or equipment, but may be retained in part or whole for damages. The Lessee may be subject to additional charges if damages exceed the Security Deposit. All refundable Security Deposits will be mailed within twenty-one (21) days following the scheduled event.

If Lessee should cancel regardless of cause, then the even covered under this agreement shall qualify for pro-rated refund as follows:

90 days or greater = 100% Refund

31 to 89 days = 50% refund

30 days or less = No Refund

Please Note: THE SECURITY DEPOSIT IS NOT REFUNDABLE.

The deposit as called in this agreement shall be retained by Lessor as liquidated damages. Not as a penalty; in addition, Lessee shall also pay any reimbursable expenses incurred by the Lessor in connection with the event covered by this agreement to cancellation of date.

The Lessor shall not be liable for any damages either to person or property, sustained by Lessee or by other persons to the building or any part thereof or any appurtenances thereof, or due to the happening of any event or accident in or about said building, and Lessee shall hold the Town of Chesterfield, Indiana, Chesterfield-Union Township Park Board, Union Township, it's officers, employees, representatives, agents and assigns harmless and shall indemnify said parties from any damages, including attorney fees, relating to any such accidents or injuries on the premises.

The Lessee is responsible for providing any health, accident and liability insurance for the use of the facility by his or her group for events or rentals that may have a risk of injury from physical activity. The Lessee is required by the Lessor to provide a certificate of insurance listing Town of Chesterfield, Indiana as additional insured. **Groups must restrict persons to the area rented and not permit their members to roam freely into other parts of Millcreek Civic Center.** When facility is rented to groups primarily composed of person's less than twenty-one (21) years of age, adequate adult supervision must be provided – 1 adult per 20 persons.

Lessor reserves the right by and through its agents and employees, to remove any person deemed at the sole discretion of Lessor to be objectionable, from the premises and Lessee expressly waives any right to damage for such removal.

Lessee shall not injure nor deface in any manner said premises or equipment therein, and shall not cause or permit anything to be done whereby the said premises or equipment therein shall be injured or defaced; and will not drive nails, tacks or screws into any part of said building or equipment contained therein and will not make or allow to be made any alterations of any kind to said building or equipment contained therein. Lessee assumes all risk and damage to and loss of (by theft or otherwise) the fixtures, appliances, or other property of Lessee and Lessee's exhibitors, contestants, or others contracting with the Lessee and well as employees thereof; and Lessor is hereby expressly released and discharged from any and all liability for any such loss.

The Lessee shall not have the right to assign this contract or any right hereunder, nor to sublet said premises without written consent of the Lessor.

Lessee shall file with Millcreek Civic Center at least ten (10) days prior to event as herein stated, a full and detailed outline of all facilities required, all stage requirements, chair/table set up (if applicable), and be waived or revised by the center's director. If renting the gymnasium, then Lessee must complete the Stage Waiver form attached hereto as Exhibit B and incorporated herein by reference.

All food service must be provided by an approved caterer known to Millcreek Civic Center. Such caterer must have on file with the Town of Chesterfield, Indiana a certificate of insurance that is in force at the time of the event. All other requests for food service must be approved by the Millcreek Civic Center prior to any event.

If Lessee is to have alcohol at the event, the Lessee must use an approved caterer/vendor known to the Millcreek Civic Center to provide all alcohol. Such caterer/vendor must have on file with the Town of Chesterfield, Indiana a certificate of insurance that is in force at the time of the event and hold the necessary licenses/permits required to lawfully provide and distribute/sell alcohol to legal event attendees. In addition, Lessee may need to obtain a temporary (1 day) beer and wine permit from the Indiana Alcohol & Tobacco Commission. Events that serve alcoholic beverage may require security at \$25.00 per hour during the event. Events with over 150 guests may also require security at \$25.00 per hour during the event. A custodian may be required for events with over 150 guests or when alcoholic beverages are served. The cost will be \$15.00 per hour for the entire event plus one hour past.

In permitting the use of the space herein before mentioned, Lessor does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of said premises. Duly authorized representatives of Lessor may enter the premises to be used, at any time and on any occasion without any restrictions whatsoever. All facilities shall at all time be under the charge and control of the Lessor. Lessee agrees not to interfere in any way with the ordinary use by others of any portion of the building or grounds not expressly covered by this contract.

If for any reason an unforeseeable event occurs including, but not limited to, damage resulting from a malfunction of plumbing, gas, water, steam, sewage, heating, air conditioning, or electrical equipment, fire or casualty, or any unforeseen occurrence so as to prevent the use of the premises for the purpose and time specified herein, the Lessee shall have not right or claim for damages against the Lessor.

Dated: _____

Lessee Signature: _____

Total Amount Due: _____

Amount Received: _____

Balance Due: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Lessor: Town of Chesterfield, Indiana

By Signature: _____

EXHIBIT A

RENTAL RATES (EFFECTIVE July 23rd, 2018)

MEMORIAL HALL:

Weekdays & Sundays	\$475.00	Deduct \$50.00 if not using kitchen
Saturdays	\$575.00	
Security Deposit	\$100.00	if having alcohol \$200.00

MEMORIAL HALL 4 HOUR RENTALS:

Weekdays Only:	\$275.00	Deduct \$50.00 if not using kitchen
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Events held in Memorial Hall with over 150 guests may require a custodian for the entire event plus one hour past at \$15.00 per hours. Security may be required if alcohol is served. Cost is \$25.00 per hour during the event. Security may also be required for events with over 150 guests at \$25.00 per hour during the event.

The staircase to the stage in Memorial Hall is not to be moved by the lessee. If it should need to be moved to another location, the lessor/facility will move the staircase as requested by lessee before the scheduled event.

KITCHEN RENTAL ONLY: Up to 4 hours = \$50.00 Up to 8 hours = \$75.00 \$25.00 Security Deposit

HIGHLANDER GYM:

Sunday through Thursday:	\$275.00	
Friday & Saturdays:	\$375.00	
Security Deposit:	\$100.00	if having alcohol \$200.00

Stage waiver to be signed by lessee – Exhibit B

HIGHLANDER GYM 4 HOUR RENTALS:

\$35 per hour – Minimum 2 (two) hours **if there are more than 150 guests, then full rental price is charged**
Two (2) hours = \$70.00 Three (3) hours = \$105.00 Four (4) hours = \$140.00

Events held in the Highlander Gym with over 150 guests may require a custodian for the entire event plus one hour past at \$15.00 per hour. Events with over 200 guests may require a maintenance set up fee of \$30.00, paid to custodian. Security may be required if alcohol is served. The cost is \$25.00 per hour during the event depending on the number of participants/guests.

MEETING ROOM RENTAL:

Fireplace Room – Room #13	\$120.00	
Gazebo Room	\$ 75.00	
Memorial Meeting Room – Room #19	\$ 75.00	
Room #16 (carpet)	\$ 55.00	
Room #20 (non-carpet)	\$ 55.00	
Kitchen Rental added:	4 Hours = \$50.00	8 Hours = \$75.00
Security Deposit	\$50.00	

Meeting Room rentals may require a custodian for two (2) hours if more than 100 guests are expected during the duration of the events. \$30.00 paid to custodian.

ADDITIONAL RULES, GUIDELINES, DISCOUNTS

A Guide for Events:

Those that serve alcohol may require security at \$25.00 per hour of the event. Those with over 150 guests typically require security. Those that serve alcohol and /or have over 150 guests may require a custodian at \$15.00 per hour for the event plus one hour past. Large events may require two (2) officers for security, determined by management. The type of event may or may not require security regardless of the number of guests, which will be determined by management.

Any event that has over 200 people may require a custodian maintenance fee of \$30.00, paid to the custodian.

Any meeting room rental that has over 100 people during the duration of the rental may require two (2) hours of custodian maintenance at \$15.00 per hour.

Evening Basketball

Rental is \$25.00 per hour when the gymnasium is available through the week. This payment must be paid in advance of activities. Scheduled events and rentals take priority over basketball rental. No one is allowed in the dressing rooms or on stage during evening basketball; however dressing rooms are utilized for leagues or organized events.

Rental of Kitchen Only:

This would be for a non-profitable event, a catered event with a rental, or a family event. All others must be authorized by the Millcreek Director or Assistant Director.

Memorial Hall rentals that include the kitchen always have first priority.

Lessee is responsible for:

1. Cleaning all equipment, counters, and cabinets
2. Sweeping and mopping the kitchen
3. Sweeping and mopping restrooms by kitchen
4. Removing all trash
5. Reporting any issues
6. Any damages

Fees:

Up to 4 hours - \$50.00 Up to 8 hours - \$75.00

Security Deposit \$25.00

Noise & Music Policy

When renting a meeting room, Memorial Hall or the Highlander Gym, the Lessee agrees to keep the noise and music level to what is appropriate for the size of the room. Noise or music that disrupts other rentals of the facility either by volume or offensiveness is prohibited.

When having music at the event, the doors and windows are to be kept closed in normal circumstances as to not hinder someone else's event.

Music played at a higher volume than what is accepted would need approval from the staff.

Any violations will cause the staff to request the volume of the music to be turned down to an appropriate level.

Failure to follow this request may cause immediate termination of the rental agreement.

Parking Locations:

Parking can be in any open spots in the parking area to the north and east of the Millcreek Civic Center. There is additional parking available at the southwest corner of the facility in the open lot by the Food Pantry and the Town Park to the south. The overflow lot is directly to the south of the Town Park.

RULES IN GENERAL

The lessee (customer) is responsible for informing attendees and enforcing the rules of the Millcreek Center at their event or rental.

Millcreek is a “No smoking” facility- including outside and the parking lots.

- No running in hallways
- Do not move staircase to stage in Memorial Hall
- Do not enter stage or locker rooms in Highlander Gymnasium (unless in contract)
- Music and noise kept to acceptable level as stated in Noise Policy
- No alcoholic beverages in building unless stated in contract
- No children left unattended
- Do not use tape to place anything on the walls or any surface of building. No posting of materials on walls unless stated in the contract
- Before you leave please place all trash in room containers as provided
- Return room back to its original condition as found
- Vacuum cleaners are available upon request
- Do not alter any decorations that are property of the Millcreek Civic Center
- Do not light any candles that are the property of Millcreek Civic Center
- If food and drink are being used- all tables are to be covered while in use and table returned in original state.
- Report any accidents or damages
- Obey total occupancy of rooms as posted and review all emergency exit information

EXHIBIT B

Form to be filled out with rental of Highlander Room

The rental of the gym does not include the stage area of the facility, unless otherwise specified for the event.

The Lessee of the Highlander Gym is responsible for making sure no one enters the stage area. This is due to the equipment for our community programs being stored in the area. This is a Non-Entry area.

If the stage is specified as part of the rental, then a curtain will be closed to cover the equipment. The Lessee is responsible to make certain that no one goes beyond the curtain into the stored equipment area, unless needed as an emergency exit.

In additions, no one is allowed in the dressing rooms under the stage area, unless specified. The Lessee is responsible for keeping everyone out of the dressing rooms.

Any violations of the above will cause the Security Deposit to be non-refundable or cause for restitution of damages to equipment.

Stage Area part of Rental YES NO

Dressing Rooms part of Rental YES NO

Lessee Signature: _____ Date: [Click here to enter a date.](#)

Event Date: [Click here to enter a date.](#)

Notes: _____