

Historic Downtown Program

Rental Agreement

To be completed by organization/group requesting rental

Name: _____

Mailing
Address: _____

Phone
Number: _____

Email
Address: _____

Date Premises
Requested: _____

Time Premises
Requested: _____

Rental
Purpose: _____

Use of Kitchen: Yes No **Alcohol Present:** Yes No

To be completed by Historic Downtown Program

This agreement made in the city of Rising Sun, State of Indiana, on this _____ day of _____, 20____, between _____ (hereinafter "Rentee") and the Historic Downtown Program (hereinafter "Historic Downtown Program"), witness:

The Historic Downtown Program, for and in consideration of the agreements of Rentee mentioned below hereby rents to Rentee, and Rentee hereby agrees from the Historic Downtown Program, the premises located at 214 Main Street, Rising Sun, Indiana, 47040.

This Rental Agreement is for the term of _____ day(s) night(s).

Rentee, in consideration of the Rental Agreement, agrees:

1. **RATES.** To pay as rent for the premises the sum of _____ dollars plus a security deposit in the amount of _____ dollars.

Current Rental Rates:

2 hours or less

Non-Profit: \$10.00

All others: \$50.00

4 hours or less

Non-Profit: \$40.00

All others: \$75.00

8 hours or less

Non-Profit: \$100.00

All others: \$300.00

Over 8 hours (Wedding Reception, Conference, and Training, etc.)

Ohio County Residents: \$350.00

Non-Ohio County Resident: \$700.00

Alcohol is an additional \$150.00

Rental Pricing:

Dinnerware (forks, spoons, knives, plates, and glasses): \$1.00 per setting

\$1.00 a piece for any dinnerware broken

Tablecloths and Napkins: \$100.00

Deposit is equal to amount of rent and must be paid in advance.

Cancellation/Refund Policy

- All events must be cancelled through the Historic Downtown Program.
- A full refund will be made only if the event is cancelled ten (10) business days or more prior to the event.
- If the event is cancelled less than ten (10) business days before the event, there will be no refund given.
- The Historic Downtown Program may cancel an event if necessary. If the Historic Downtown Program cancels an event, a full refund will be given.

2. USE OF PREMISES.

The policies and rules stated in the attached "GENERAL USE POLICIES FOR HERITAGE HALL." Are considered to be conditions for the rental of Heritage Hall. The Rentee also

acknowledges that this agreement is subject to all the policies, rules and regulations of the Historic Downtown Programs, rules and regulations, and to the Laws of the City of Rising Sun and of the State of Indiana. Any violation of law or policy will result in either the revocation of the contract or additional payments as determined by the Historic Downtown Program Board of Directors or the designee.

To use and occupy the premises for the approved purposes only, and for no other object or purpose without written consent of the Historic Downtown Program, and to not use the premises for any unlawful purpose or deemed extra hazardous. To keep the premises in as good repair as the same shall be at the commencement of the Rental agreement, wear and tear arising from the reasonable use of the same excepted. No outdoor use of the premises shall be permitted, including but not limited to erection of tents, grilling or activity of any kind on the grass.

3. CLEANUP RESPONSIBILITIES. To ensure the following tasks are completed:
 - A. **Clean tables.**
 - B. **Collect and place trash in dumpster.**
 - C. **Check restrooms.**
 - D. **Lock all doors.**
 - E. **Turn off lights.**
 - F. **Return key to tentee by 1:00am in place provided.**
 - G. **Call cleaning crew before leaving 812-290-4482**
4. DECORATIONS. Decorations are not to be affixed by, staples, nails, tape or in any method that will damage the facility.
5. SECURITY DEPOSIT. That all or part of the security deposit will be forfeited for any property that is damaged or removed. Balance of security deposit will be within thirty (30) days by mail to the address listed above.
6. EQUIPMENT AND SUPPLIES. The Historic Downtown Program will furnish an adequate number of tables and chairs to seat the estimated number of persons stated on the rental agreement. Rentee must supply and make own arrangements for food and beverage.
7. ALCOHOL. If alcoholic beverages are consumed, possessed or sold in or about the premises, approval shall be obtained from the Historic Downtown Program and the Rentee agrees to assume all liability for compliance with laws with respect to such use, possession or sale.

8. GAMBLING. There shall be no gambling permitted on Historic Downtown Program property. The Rentee hereby represents and guarantees that no unlawful gambling shall be permitted either before, during or after the event. Should such gambling be observed, the event shall be terminated and any deposits or rental fees shall be forfeited.
9. SMOKING. Smoking is not permitted inside the facility. Smoking shall only take place in designated areas outside the building.
10. PARKING. Parking is restricted to designated parking locations. Parking on the grass is prohibited.

1. **Behind the Foutty Building**
2. **Beside the Public Restrooms**
3. **Beside the Ashcraft House**

11. POLICE/SECURITY. In the event that the Historic Downtown Program should deem it necessary to have local or private police/security officers at a function, it shall be the responsibility of the Rentee to engage such police/security at Rentee's expense.
12. PROPERTY LIABILITY. Rentee agrees to assume all liability and damages which may arise from any accident which may occur within the premises or its entrances/exits and to hold the Historic Downtown Program and the City of Rising Sun, its member, officers, employees, and agents free and harmless thereon. Furthermore, that the Historic Downtown Program shall not be liable for any injury to property of the Rentee on the premises.
13. PERSONAL INJURY. To hold the Historic Downtown Program and City of Rising Sun, its members, officers, employees and agents harmless from liability by reason of personal injury to any person or persons on or about the premises including personal injury to an independent contractor or employee of the Rentee in performance of duties in that capacity on or about the premises.
14. ASSIGNMENT. That this agreement is not assignable by the Rentee nor may the Rentee sublet the premises.
15. ENTIRE AGREEMENT. That this Rental Agreement consists the full, final and exclusive state of the contact between the parties, and no agreement of warranty shall be binding on either party unless expressly or by reference contained herein.
16. LIABILITY. The person executing this Agreement, for and on behalf of the Rentee, hereby warrants that he/she is authorized by such organization, and hereby assumes

personal liability for the costs of excessive cleanup of the premises, breakage or removal of Park Board property by the Rentee or any members or guests thereof.

17. VIOLATIONS OF CONTRACT. Any violation of any clause within this Agreement is just cause for either the Downtown Director or Historic Downtown Program board member to authorize the termination of the facility's use, either before or during the event, without notice to the Rentee. The Historic Downtown Program will not refund any fees.

Acting as the authorized agent for the renting organization, I have read understood and agree to follow the guidelines, regulations, and policies outlined in the General Use Policies for Heritage Hall. By my signature, I acknowledge and accept the obligation to pay the charges incurred by my organization if granted the use of Heritage Hall.

Dated this _____ day of _____ 2009.

In witness whereof, the parties have duly executed this Agreement on the date first inscribed above

Historic Downtown Program Signature

Rentee Signature

Print Name and Address

Print Name and Address
