

**RESERVATION AND MAINTENANCE AGREEMENT
OGDEN DUNES COMMUNITY CENTER
111 Hillcrest Road, Ogden Dunes, Indiana 46368**

THE USER HEREBY AGREES:

1. To pay the required maintenance/reservation fee and security deposit at the time of reservation.
2. To insure that all interior and exterior Fire Department doors and entrances are clear at all times. Vehicles blocking apparatus bays and/or exits or parked in spaces reserved and designated for Fire Department personnel will be towed at owner's expense. To insure that no one except Fire Department personnel will enter the apparatus area at any time.
3. That the Center will not be used for any illegal activity including the serving of alcoholic beverages to minors. If alcohol is permitted, Indiana State Alcoholic Beverage laws and permits must be complied with and obtained and verified by the Town.
4. The Town of Ogden Dunes will not be responsible for any lost or stolen articles.
5. To indemnify and hold the Town of Ogden Dunes, its elected officials, staff members, agents and authorized representatives harmless for any and all liability, damages, costs or expenses arising from claims of injury to persons, damage to property or penalties occasioned by reason of this agreement and to pay all expenses incurred by the Town of Ogden Dunes in defending itself and its noted representatives against any and all claims for damage or injuries or penalties arising under this agreement. The Town of Ogden Dunes must have a certificate of liability insurance from every renter showing the Town as an additional insured.
6. To abide by these and all other rules governing the Community Center use and to immediately deliver up the premises in the event of violation of tenants of this agreement at the request of an authorized representative of the Town of Ogden Dunes. The Town of Ogden Dunes reserves the right to cancel any reservation at any time for false and misleading representation of the purposes or conditions for the reservation.
7. That the Ogden Dunes Police Department Marshal may require security officer(s) to be present during the function in the Center (mandatory if alcohol is being served). Separate payment is required to the Ogden Dunes Police Department at the rate of \$30.00 per hour with a minimum of three hours.
8. The service and consumption of food and beverages shall be confined to the designated area.
9. The function shall not interfere with the normal operation of the Town.
10. The reservation holder must be present at the facility during the hours of approved use.
11. Smoking is prohibited in the Community Center and within fifteen (15) feet of all doors.
12. Unless offered through a special Ogden Dunes club, animals are prohibited in the facility except for guidance dogs for those who are visually impaired.
13. At the end of the rental, the reservation holder must clear the rental area of all trash into the dumpster and remove all supplies brought in by the renter. The facility will not store or be responsible for items left after the rental. The renter is to clean the Community Center back to its original condition as agreed to prior to use. Costs associated with misuse or noncompliance resulting in damage or additional cleaning actions will be charged at commercial repair/cleaning rates to bring the Center to the standard set by the Town of Ogden Dunes. Such expenses will

be charged against the security deposit and/or any individual or organization using the Center and are not limited to the security deposit amount but to actual costs.

- 14.** Table and floor decorations only. No candles. Do not use fasteners, tape or decorations which will cause stains, discoloration, holes or other permanent damage/markings to any floors, walls, ceilings or fixtures. No confetti, rice, bird seed, flower petals or other material which may cause a walking hazard shall be strewn on the Community Room property (including the parking lot).
- 15.** Unusual rowdiness or physical/verbal abuse toward a staff member, patron or Town property may result in immediate termination of the event and forfeit of security deposit and rental fee. Music and noise must be kept at reasonable levels during the hours of the function.
- 16.** No donations or collections shall be collected without prior permission from the Town of Ogden Dunes.
- 17.** Payment of the total security deposit is required at the time of the reservation. Security deposits will be returned after a facility inspection and the Town staff has a submitted report. Failure to comply with conditions for rental could cause forfeiture of entire security deposit and/or immediate termination of the event. Charges for damages (material and labor) or extra clean-up time required (\$20.00 per hour) will be deducted from the security deposit. Failure to pay charges will result in a ban for future use of facilities. Notification to the Town of Ogden Dunes of a cancellation should be made two weeks prior to the event at which time a full refund of the deposit will be made. Any cancellations made less than two weeks prior to the event will be charged 50% of the deposit amount. Failure to notify the Town of Ogden Dunes of a cancellation forfeits the entire deposit fee.
- 18.** All facility rules and regulations must be adhered to and the directions of the facility staff must be obeyed. Noncompliance with the rules and regulations may result in the applicant being unable to rent any Town facility for future use.
- 19.** By signing this application, the applicant acknowledges that they have inspected the premises, finds the same to be in a safe and in appropriate condition for their use and accepts the same for the uses and purposes of the applicant's event.
- 20.** By signing this request, my organization and I agree to be bound by the above terms and conditions, to pay fees charged and to pay the cost of repair or replacement of the Town of Ogden Dunes even if such costs are above the amount of the security deposit.
- 21.** Renters must be at least 21 years of age.
- 22.** Maximum occupancy for the Community Room building is ninety (90) people.

RESPONSIBLE PARTY NAME

SIGNATURE OF RESPONSIBLE PARTY

DATE