



Doc's Pavilion Rental Agreement

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Welcome to Doc's Pavilion! The Town of Wakarusa, Wakarusa Chamber of Commerce, and the Doc's Pavilion Committee are honored that you chose Doc's Pavilion to host your event. Thank you for allowing us to serve the community and be a part of memories made!

General Information: Renting of Doc's Pavilion will not be reserved more than six (6) months in advance.

Date Agreement Completed: _____

Renter(s) must be over 21 years old and provide the Town with a copy of government issued ID.

Name(s) of Renter: _____

Physical Address of Renter: _____

Email Address of Renter: _____

Phone Number of Renter: _____

Alternate Phone Number Renter: _____

Type of Event: _____

Event Set Up Start Time (Event rental times 10:00 am – 10:00 pm): _____

Start Time of Event: _____

Ending Time of Event: _____

Number of People Expected to Attend Event (Adults and Minors): _____

If the Indicated Number of Attendees Changes, Renter Must Notify in Writing at Least 10 Days Prior to Event.

Will Alcohol Be Served: Yes No

Will a Sound System or Any Type of Speakers to Amplify Sound Be Used: Yes No

FOR OFFICE USE ONLY

Rental Cost: _____ Security Deposit **\$200** Total Cost: _____

Rental: Cash Check # _____ Deposit: Cash Check # _____

Copy of ID: Yes No Certificate of Liability Insurance: Yes No

Renter(s) Initials: _____



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Terms of Rental and Use

The Town of Wakarusa ("Town") and the Wakarusa Chamber of Commerce ("Chamber") provide Doc's Pavilion subject to the rules, terms and conditions contained in this Doc's Pavilion Rental Agreement ("Agreement"). Renter agrees and acknowledges that the event described in this Agreement ("Event") and Renter and Renter's guests' use of and access to Doc's Pavilion are all subject to and conditioned upon Renter and Renter's guests complying with the rules, terms and conditions of this Agreement.

Payment:

For Monday through Friday rental from 10:00 a.m. to 10:00 p.m., the rental fee is \$150 with an additional cash security deposit of \$200.

For Saturday or Sunday rental from 10:00 a.m. to 10:00 p.m., the rental fee is \$350 with an additional cash security deposit of \$200.

For Nonprofit (with proof of Nonprofit status), Monday through Friday rental from 10:00 a.m. to 10:00 p.m., the rental fee is \$100 with an additional cash security deposit of \$200. If the Nonprofit has previously rented, the security deposit may be deemed unnecessary.

For Nonprofit (with proof of Nonprofit status), Saturday through Sunday rental from 10:00 a.m. to 10:00 p.m., the rental fee is \$150 with an additional cash security deposit of \$200. If the Nonprofit has previously rented, the security deposit may be deemed unnecessary.

Set-up may begin at 10:00 a.m. on the day of the Event. Renter shall complete clean-up of Doc's Pavilion by 10:00 p.m. on the day of the Event. Additional time for set-up and clean-up may be available at the discretion of the Town depending on the schedule of events.

To reserve the date for the Event, Renter must sign this Agreement and pay the associated fees. The rental fee is non-refundable. In addition, Renter must provide proof of insurance for the insurance coverage required by this Agreement at time of reservation.

Cancellation Policy:

All cancellations by Renter must be received in writing. If the cancellation of the Event by Renter is delivered to the Town at least 45 days prior to the Event, Renter may choose an open date and apply the Deposit to such open date. If the cancellation of the Event by Renter is delivered less than 45 days before the Event, the Deposit remains non-refundable, but the security deposit will be returned if it was paid to the Town prior to cancellation.

Insurance:

Renter shall obtain rental liability coverage through Renter's homeowner's insurance or other insurance covering the Event. Such insurance shall name the Town of Wakarusa and the Wakarusa Chamber of Commerce and provide coverage limits of least \$500,000 per occurrence for bodily injury to any person or property damage. Such insurance shall also include a waiver of subrogation in favor the named additional insureds, including, but not limited to, a waiver of subrogation with respect to workers' compensation insurance. Proof of such insurance shall be delivered to the Town within ten (10) days prior to the Event.

If Renter is not an individual(s), then the limits of such insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.



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If Alcohol Will Be Served at Event:

Without exception, if alcohol will be served at the Event, Renter shall hire a Town approved caterer ("Caterer") to serve the alcohol. The Caterer must obtain a supplemental caterer's permit issued by the Indiana Alcohol & Tobacco Commission ("ATC") pursuant to Indiana Code Sections 7.1-3-9.5-1 through 4. Renter is solely responsible for contacting the Caterer and ensuring the Caterer has received approval from the ATC for the Event. Renter shall provide the Town with a copy of the signed contract with the Caterer for the Event at least ten (10) days prior to the Event. If the ATC does not approve the Event, then Renter may still hold the Event but shall not serve alcohol at the Event.

Town Approved Caterers

1. Shortstop Inn – Contact Shelly Sterling by phone at 574-862-4639 or by email at 112shortstopinn@gmail.com.
2. Nelsons Catering – Contact Cathy Miller by phone at 574-862-2184 or by email at cathymiller@nelsonsbbs.com.

Prior to the Event, the Town must have on file at least ten (10) days before the Event a copy of proof of each Caterer's liability insurance policies showing general liability coverage and liquor liability coverage. Such insurance shall name the Town, the Town Council, the Doc's Pavilion Committee, the Wakarusa Chamber of Commerce and each of their respective boards, officers, directors, agents and employees as additional insureds and provide coverage limits of least \$1,000,000 per occurrence for bodily injury to any person or property damage and \$2,000,000 in the aggregate. Such insurance shall also include a waiver of subrogation in favor of the named additional insureds, including, but not limited to, a waiver of subrogation with respect to workers' compensation insurance.

Renter is responsible for confirming that the Town has such required insurance coverage on file for the Caterer.

Additionally, without exception, if alcohol will be served at the Event, Renter shall hire and pay for a uniformed police officer for security if the number of people (adults and minors) attending the Event will be a party of fifty (50) or more. The Renter shall contact Town Marshal Tim Hershberger at 574-862-4200 at least thirty (30) days prior to the Event to arrange for security. Scheduling of security must be confirmed by Renter to the Town at least ten (10) days prior to the Event. Renter must pay for the Security at least ten (10) days prior to the Event. Security must be present at all times during the Event. If Renter fails to timely hire security or fails to timely provide the information related to the security as required by this Agreement, then Renter may still hold the Event but shall not serve alcohol at the Event.

Without limiting Renter, Renter's guests, the Event and the Caterer's obligation to comply with all Laws (as defined below) or the authority of any other governmental authorities, including the Wakarusa Police, the following shall apply to the Event to which Renter agrees and acknowledges:

1. Alcohol may only be served from Doc's Pavilion and from no other location.
2. No alcohol shall be brought into or taken from the Event by Renter, Renter's guests or any other individual except for the Caterer.
3. No alcohol shall be served to or consumed by any person under the age of 21.
4. No glass containers shall be used to serve, drink or consume alcohol.
5. Renter accepts all responsibility for Renter's guests.



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6. The Event is subject to inspection at any time by the Wakarusa Police. Additionally, the Wakarusa Police have the right to shut down the Event for non-compliance with the rules, terms and conditions of this Agreement whether related to alcohol or any other term or condition of this Agreement.
7. Renter shall be responsible for making sure all guests are aware of the above requirements.
8. Renter shall be responsible for the accuracy of the number of people Renter represented in this Agreement that would attend the Event.

General Rules and Regulations:

1. Renter must be present at Event for entire time of Event.
2. The Event, the noise, and sounds of the Event and the Renter and the Renter's guests shall not disturb nearby downtown areas and nearby residential areas.
3. No decorations or any other items shall be stapled, glued, tacked, taped or otherwise attached to any walls, the ceiling or any other structure of Doc's Pavilion.
4. All equipment, chairs, tables, food, containers, decorations and other items brought in for the Event must be removed by the end of the required clean-up of the Event.
5. No smoking is permitted in, on or around Doc's Pavilion. No illegal drugs or substances are permitted in, on or around Doc's Pavilion.
6. No live animals or pets are permitted at Events, except for service animals allowed by any Laws.
7. No glitter, confetti, rice, birdseed or similar items are allowed to be thrown, spread or otherwise used in a similar manner in, on, or around Doc's Pavilion.
8. Children under the age of 18 must not be left alone and must be supervised at all times during the Event, the set-up of the Event and the clean-up of the Event.
9. Renter is required to return Doc's Pavilion to same condition as prior to the Event.
10. All trash containers shall be emptied, and all trash shall be gathered, removed and placed in the proper trash receptacles located outside the building.
11. All surfaces in the kitchen areas and bathrooms shall be surfaced cleaned with cleaning products provided.
12. All floors shall be swept and free of trash. Brooms and dustpans are provided.
13. All tables and chairs shall be wiped clean with cleaning products provided. All tables and chairs shall be stacked and put away, and all other furniture shall be replaced to proper storage location.
14. No alcohol of any kind or amount nor the serving or consumption of alcohol of any kind or in any amount shall be permitted in, on or around Doc's Pavilion during the Event, the set-up of the Event and the clean-up of the Event unless the serving of alcohol and the number of Event guests were accurately disclosed in this Agreement and are in full compliance with the rules, terms and conditions of this Agreement. Any violation of the rules, terms and conditions of this Agreement



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regarding the presence, consuming or serving of alcohol in, on or about Doc's Pavilion shall subject the Event to immediate shut-down and removal of all persons from Doc's Pavilion.

15. After clean-up is complete, Renter shall close and lock all windows and doors and turn off all lights and set heat to 68 degrees or air conditioning to 74 degrees (as per season).
16. All personal property placed in, on or about Doc's Pavilion and surrounding areas will be removed no later than 10:00 p.m. of the day of the Event, unless other arrangements have been approved in writing by the Town prior to the day of the Event.
17. Renter is responsible for any damage to Doc's Pavilion and any equipment, electronics, fixtures, or other personal property and areas around the building, including, but not limited to, any walkways or other exterior structures, which occurred at any time during the Event, the set-up of the Event or the clean-up of the Event, whether due to the Renter's own actions or omissions or the actions or omissions of Renter's guests.
18. Renter is encouraged to report any damage or issues with Doc's Pavilion to the Town prior to start of the Event. Renter's use of Doc's Pavilion, including, set-up, is conclusive evidence that Doc's Pavilion was in satisfactory condition and free of damage prior to the Event.
19. Renter shall not remove, cause to be removed or allow to be removed any tables, chairs or other equipment or personal property of Doc's Pavilion from Doc's Pavilion.
20. Capacity for Doc's Pavilion is 160 for table seating and 190 for row seating.
- 21. Any issues during your event, please contact the on-duty officer at 574-862-4200.**

Amenities:

1. Air conditioning only in particular locations: kitchen, restrooms, and office space (available upon request for special events). Large gathering room does not have air conditioning available; fans are accessible in this space.
2. Warming kitchen includes: fridge (commercial size) and freezer. Plenty of outlets for roasters or crockpots. There is not a stove or microwave.
3. Twenty (20) – 8 foot tables are available for use with rental.
4. One hundred and ninety (190) chairs are available for use with rental.

Inspection and Security Deposit:

If the inspection after the Event reveals no damage to Doc's Pavilion or any equipment, electronics, fixtures, or other personal property and areas around the building, including, but not limited to, any walkways or other exterior structures, and Doc's Pavilion is clean and in the condition as required by this Agreement, then the Security Deposit can be claimed five (5) business days after the event.

If Doc's Pavilion is not left in a clean state, a charge of \$25.00 per hour will be assessed for cleaning which will be deducted from the Security Deposit. If the cleaning charges exceed the Security Deposit, Renter shall be liable for and solely responsible for the remaining balance of the cleaning charges. Renter shall pay such remaining balance within fifteen (15) days of being presented with the amount of such remaining balance.



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If there is any damage to Doc's Pavilion or any equipment, electronics, fixtures, or other personal property and areas around the building, including, but not limited to, any walkways or other exterior structures, Renter shall be liable for all costs of repair and replacement for such damage. The Security Deposit will be applied to such costs. Renter shall be liable for and solely responsible for the remaining balance of the costs of repair and replacement for such damage. Renter shall pay such remaining balance within fifteen (15) of days being presented with amount of such remaining balance.

Compliance with Laws and Noise:

At all times during the Event, during the set-up of the Event and during clean-up of the Event, Renter, Renter's guests, the Event and the Caterer shall comply with all applicable local, state and federal laws, statutes, rules, regulations, ordinances and governmental orders applicable to Doc's Pavilion, the Event, Renter, Renter's guests and the Caterer (collectively, "Laws").

Without limiting the foregoing, Renter is responsible for the actions of those attending the Event and the noise levels and intrusion of the Event into the surrounding areas of the Town, including both nearby downtown areas and nearby residential areas and the businesses and residents of those areas. Loud and unnecessary noise as well as unruly and intrusive guests are a disturbance to the areas surrounding Doc's Pavilion, may violate the Town's ordinances regarding public nuisance and may subject Renter and Renter's guest to enforcement and fines as provided in such nuisance ordinances.

At any time during the Event, the set-up of the Event or the clean-up of the Event, the Wakarusa Police may stop-in and make inspections to determine that the Event, the set-up of the Event or the clean-up of the Event is in compliance with the rules, terms and conditions of this Agreement or to investigate claims or complaints made about the Event. Renter agrees and acknowledges that the Event may be shut down at any time for violations of the rules, terms and conditions of this Agreement, including, but not limited to, loud noise, unruly behavior or other aspects of the Event that cause disturbances to both nearby downtown areas and nearby residential areas and the businesses and residents of such areas.

RELEASE AND INDEMNITY:

FOR AND IN CONSIDERATION OF THE TOWN ALLOWING RENTER TO USE DOC'S PAVILION, RENTER, FOR RENTER AND RENTER'S DEPENDENTS, EXECUTORS, ADMINISTRATORS, HEIRS, LEGAL REPRESENTATIVES, SUCCESSOR AND ASSIGNS, HEREBY RELEASES THE TOWN, THE TOWN COUNCIL, THE WAKARUSA POLICE DEPARTMENT, THE DOC'S PAVILION COMMITTEE, THE WAKARUSA CHAMBER OF COMMERCE AND EACH OF THEIR RESPECTIVE BOARDS, OFFICERS, DIRECTOS, AGENTS AND EMPLOYEES (COLLECTIVELY, "RELEASED PARTIES") FROM AND FOR ANY AND ALL INJURY, DAMAGE, LOSS, LIABILITY, CLAIM, ACTION, DEMAND, CAUSE OF ACTION, COST, AND EXPENSE, INCLUDING, ANY ATTORNEYS' FEES, SUSTAINED OR INCURRED BY RENTER AND ANY OF RENTERS DEPENDENTS DURING THE EVENT, THE SET-UP OF THE EVENT OR THE CLEAN-UP OF THE EVENT OR RELATED IN ANY WAY TO DOC'S PAVILION OR THE EVENT, INCLUDING, BUT NOT LIMITED TO, ANY INJURY OR DAMAGE CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES. THE FOREGOING RELEASE SHALL SURVIVE THE CONCLUSION OF THE EVENT.

FOR AND IN CONSIDERATION OF THE TOWN ALLOWING RENTER TO USE DOC'S PAVILION, RENTER HEREBY AGREES TO INDEMNITY AND HOLD HARMLESS ALL OF THE RELEASED PARTIES FOR ANY AND ALL INJURY, DAMAGE, LOSS, LIABILITY, CLAIM, ACTION OR CAUSE OF ACTION, DEMAND, COST, AND EXPENSE, INCLUDING, ANY ATTORNEYS' FEES, WHICH MAY OR HEREAFTER BE MADE, INSTITUTED, FILED, RECOVERED AGAINST OR INCURRED BY ANY OF THE RELEASED PARTIES AS A RESULT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ANY OF THE FOLLOWING: (I) THE EVENT, INCLUDING BUT NOT LIMITED TO, THE RENTER, THE RENTER'S DEPENDENTS, AND ANY GUEST OF RENTER, AND (II) ANY BREACH OR VIOLATION OF



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OR FAILURE TO COMPLY WITH ANY TERM OF THIS AGREEMENT BY RENTER OR RENTER'S GUESTS AT THE EVENT. THE FOREGOING INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS OF RENTER SHALL APPLY REGARDLESS OF A CLAIM OF NEGLIGENCE MADE AGAINST ANY OF THE RELEASED PARTIES AND SHALL SURVIVE THE CONCLUSION OF THE EVENT.

THE TOWN IS EXPRESSLY RELYING ON THE FOREGOING RELEASE AND INDEMNITY AND HOLD HARMLESS OBLIGATIONS OF RENTER IN ALLOWING RENTER TO HOLD THE EVENT AT DOC'S PAVILION.

Miscellaneous Provisions:

This Agreement is binding upon and shall inure to the benefit of Renter and the Town and their respective heirs, executors, administrators, legal representatives, successor and permitted assigns.

If Renter consists of more than one person, each person who is a party shall be jointly and severally liable for Renter's obligations pursuant to this Agreement.

Each person signing this Agreement in a representative capacity on behalf of a party warrants and represents to each other party that such person has the actual authority and power to so sign, and to bind such person's principal to the provisions of this Agreement.

Renter shall not assign this Agreement to any other person or entity without the prior written consent of the Town, which may be withheld, delayed or conditioned for any reason.

The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Agreement.

Time is of the essence in this Agreement. The parties shall have the right to treat all time deadlines contained in this Agreement as material and to exercise any remedies as may be provided in this Agreement in the event such time deadlines are not met.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it. This Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the parties.

The failure to enforce a breach or violation of or failure to comply with the rules, terms and conditions this Agreement shall not be construed as a waiver of the right to enforce such breach, violation or failure at a later time or to enforce any other breach, violation or failure.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute a single instrument. The parties agree that a facsimile, pdf, email or electronic signature of a party shall be deemed to be as legally effective and binding as a signed original.

This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana.

This Agreement constitutes the entire agreement of the parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement.



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By signing this Agreement and initially at the bottom of each page, Renter (i) agrees and acknowledges that Renter has read and understands this Agreement in its entirety, including, but not limited to, the release and indemnity obligations and (ii) represents and warrants to the Town that the information provided by Renter to the Town in this Agreement is true and accurate in all respects.

Renter and the Town have executed this Agreement as of the respective dates indicated below.

RENTER:

WAKARUSA CHAMBER OF COMMERCE

(Signature) Date

By: _____

(Print Name of Renter)

Its: _____

Date: _____

(Signature) Date

TOWN OF WAKARUSA

(Print Name of Renter)

By: _____

Its: _____

(Signature) Date

Date: _____

(Print Name of Renter)