



## HUNTER HALL EVENT SPACE RENTAL AGREEMENT

This agreement, made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between **THE CITY OF MADISON** (the "Lessor"), whose business address 101 W Main Street, Madison IN 47250, and \_\_\_\_\_ (the "Renter," and collectively, the "Parties").

WHEREAS, Renter wishes to use Hunter Hall for \_\_\_\_\_ (the "Event").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Space Rental.** Lessor hereby grants to Renter a limited and revocable license (the "License") to use the following space: **HUNTER HALL** (the "Space"), located on the accessible second floor at Crystal Beach Pool on 400 West Vaughn Drive. The License permits Renter to use the Space only on this Event Date, during the hours specified below, and only for the purposes set forth in Section 11 below. The use by Renter of the main floor pool house and pool is prohibited unless Renter receives prior written permission from Lessor.
- 2. Event Date and Time.** The Event shall be held on \_\_\_\_\_, 20\_\_\_\_ (the "Event Date"), between the hours of \_\_\_\_\_ and \_\_\_\_\_. Renter shall not have access to the Space at any time other than during these hours on the Event Date unless Renter receives prior written permission from Lessor.
- 3. Rental Fees.** Renter shall pay to Lessor a total fee of \$\_\_\_\_\_ (the "Rental Fee") for the use of the Space, as determined in accordance with the fee terms set out by the City of Madison Parks Department, which is \$300.00 per 6 hour half day or \$500.00 per 12 hour day plus a required \$100.00 for cleaning. Events must end by 11:00pm. The Rental Fee is due in full at the time reservation is made.
- 4. Cancellations.** Any cancellations by Renter before 14 days of the Event will result in a full refund. If Renter cancels after 14 days of the reservation for the Event no refund will be given.
- 5. Condition of Premises.** Renter is responsible for set up and tear down of tables and chairs. There are twenty-one 8' rectangle tables with a seating capacity of 168 and thirteen 6' round tables with a seating capacity of 117 and two 8' long buffet tables available. All tables and chairs must be returned to storage racks when finished. Max capacity is 168. Expected number of guest \_\_\_\_\_.

**ALL TRASH MUST BE TAKEN OUT AND PLACED IN CANS ON VAUGHN DRIVE.**

Space shall be provided as-is, and Lessor makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear. Lessor shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Lessor for any such repairs within 30 days of receipt of Lessor's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

**Décor:** For seated parties, receptions and buffets, the host will provide tables and chairs. The use of glitter on ribbons, etc. is not allowed. If it is used, there will be an additional charge of \$50.00 for cleanup. The use of birdseed, rice, confetti or glitter is prohibited, as these items present a slip hazard. Waxless candles are suggested. If regular candles are used, they must be in a container. Duct tape is not allowed. Painter's tape is the only tape allowed on floors. No decorations or other items shall be affixed to the walls of the Space by any means other than painter's tape.

#### **6. Independent Service Providers.**

**a. Caterers.** All Caterers must provide Lessor with a certificate of insurance. If a certificate of insurance cannot be provided, the Renter must acquire an Event Policy naming City of Madison as an additional insured. It is the Renter's responsibility to get these certificates of insurance to the Lessor BEFORE the event.

**b. Bands, Photographers, and All Other Independent Service Providers.** Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by any independent service provider employed by Renter to provide services for the Event, including any acts or omissions on the part of Renter, its employees, officers, directors independent contractors, or other agents.

#### **7. Sale and Service of Alcoholic Beverages.**

**a. Licenses and/or Permits.** Renter shall be responsible for obtaining any licenses and/or permits that are required for the use or sale of alcohol.

**b. Indemnification.** Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, actions, suits, claims or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) relating to the sale or service of alcohol at the Event, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents.

**8. Sound System.** Lessor is not responsible for providing a sound system.

**9. Right of Entry.** Lessor shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Space, or injury to any person in or near the Space.

**10. Indemnification.** Renter hereby indemnifies and holds harmless Lessor, its employees, officers, directors and agents from any damages, action, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Lessor of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

**11. Permitted Use.** Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Lessor gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Lessor's property void, or which may result in increased premiums for Lessor with respect to the Space or any other of Lessor's property.

**12. Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 12 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Lessor, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.

**13. Force Majeure.** In the event that Lessor is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to Lessor, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and Lessor cannot agree upon an Alternate Event Date within 30 days of the original Event Date, then Lessor shall refund to Renter the full amount of the Rental Fee. In neither case shall Lessor be liable for any additional costs or damages suffered by Renter (over and above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Section 13.

**14. Revocation.** Lessor shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. Lessor's right to revoke is limited by the following reasons for revocation: nonpayment of fees, breach of this Agreement, or if the Space is being rented for a purpose which Lessor subjectively finds inappropriate. In the event that Lessor revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Lessor shall refund to Renter the full amount paid by Renter in connection with this Agreement.

**15. Assignment.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

16. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Indiana, without regard to conflicts of law principles.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

18. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

19. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed, addressed as follows:

If to Renter:

If to Lessor:     City of Madison  
                          c/o Tanya Burnette  
                          101 W Main Street  
                          Madison, Indiana 47250

20. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between Renter and Lessor, and supersedes any prior understanding or representations of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**"RENTER"**

**"LESSOR"**

\_\_\_\_\_

**CITY OF MADISON**

By: \_\_\_\_\_

Signature

Tanya Burnette, Assistant Director of Parks

\_\_\_\_\_

Print Name

**\*Please make all checks payable to "City of Madison"**

