

Deposit Amount \$ _____

Date Received _____

Receipt Number _____

St. John Community Center Rental Agreement

10216 Cline Avenue

St. John, IN 46373

Ph. (219) 334-7476 Email: bbane@stjohnin.gov

FINAL PAYMENT of \$ _____ DUE on or before _____

Occupant's Name _____ Group/Organization _____
(if applicable)

Address _____ City _____ State _____ Zip _____

Phone Number _____ Email _____

Date of Rental _____

Start Time of Rental _____ End Time of Rental _____

(Detail the actual time you want to enter & exit the facility. This will include your free set up hour and free clean up hour.)

Reason for Rental _____ Anticipated Group Size _____

1. **HALL RENTAL:** In consideration for payment as specified below, the Town of St. John of Lake County, Indiana ("Town") agrees to permit Occupant, identified above, to occupy the Community Center located at 10216 Cline Avenue, St. John, Indiana on _____, 20____ from _____ AM / PM to _____ AM / PM, for the following occasion: _____ ("the Event"). Occupant and all of his or her guests may enter the facility after _____ AM / PM ("Entry Time"). Occupant and all of his or her guests must depart from the facility by _____ AM / PM ("Departure Time"). All set up and clean up must occur between these times. Any occupancy beyond the Entry and Departure Time is chargeable to Occupant and deducted from the Security Deposit specified below.

2. **PAYMENT:** Payment is according to the fee schedule attached and incorporated here. Payment may be made by cash, check, or debit/credit card, and is due in its entirety thirty days (30) prior to the Event. A convenience fee will apply for payment made by debit/credit card. Final payment is non-refundable.

3. **SECURITY DEPOSIT:** In addition to payment as specified above, Occupant must pay Town a Security Deposit of \$ _____. The Security Deposit is due when the Agreement is signed. Should Occupant cancel less than ninety (90) days before the Event, the Security Deposit is non-refundable. Town agrees to refund Occupant the security deposit following the Event, **however:**

- a. Failure to comply with any provision of this Agreement or rules applicable to the Community Center results in forfeiture of the entire Security Deposit; and
- b. If the Community Center sustains ANY damage during Occupant's occupancy under this Agreement, Town may elect to deduct the actual costs of repairs from the Security Deposit before refund of any remaining portion. Any clean up requiring more than usual time from the Town's maintenance staff, is chargeable to Occupant at the rate of \$50 per hour. This provision does not preclude Town from seeking additional remedies against Occupant for damages sustained to the Property.

4. **FOOD:** Occupant may bring food and non-alcoholic beverages to the Event. Occupant agrees to abide by all food safety regulations and assumes all liability for food consumption. Occupant may use the kitchen microwave, refrigerator/freezer, oven, sink, and counters. No occupant may use the stove. All clean-up rules applicable to the Community Center apply to the kitchen as well.

5. **ALCOHOL:** Alcohol is not permitted at the Community Center unless Occupant completes a Community Center Alcohol Permit from the Town attached and incorporated here and receives a permit from the State of Indiana both due at least ten (10) days prior to the Event. The State of Indiana permit application form can be found online at <http://www.in.gov/atc>. A summary of the laws and potential permits for allowing alcohol at an event is attached and incorporated here. Occupant must provide a copy of his or her permit from the State of Indiana to the Town at least 10 days prior to the Event. Security may be required at the expense of Occupant.

If Occupant designates that no alcoholic beverages will be served at the Event, the presence of any alcoholic beverages on the Property constitutes a violation of this Agreement. The Town may immediately confiscate any alcoholic beverages present and terminate the Event, and the Security Deposit is forfeited.

6. **OCCUPANCY:** Occupant agrees not to permit (1) any more than 250 people in the Community Center at any time during the Event and (2) any animals other than trained service animals (as defined in I.C. 16-32-3-1.5) on Town property at any time. Occupant further agrees that the person signing the agreement will remain present at all times during the Event. Occupant agrees to execute the pre and post checklist. The Town may immediately terminate the Event if any of these conditions is not met at any time. The Town reserves the right to require that security staff remain present at the Event.

7. **DECORATIONS:** Occupant may bring decorations subject to the following categorical restrictions:

- a. No decorations may be hung on the ceiling, light fixtures, and/or fans;
- b. Painters tape must be used for decorations hung on the walls;
- c. No piercing or adhesive material (including nails, pins, tacks) may be placed on or into any surface of Town property, including walls, trim, or wood;
- d. All flames, including from candles, must be enclosed by glass;
- e. All balloons must be anchored to weights at all times;
- f. No material consisting of fine, loose particles (including feathers, confetti, glitter, sand, uncooked rice, and silly string) or slippery liquids (including soap bubbles) are permitted;
- g. No inflatable structures or trampolines are permitted inside the Community Center; and,
- h. No devices that generate smoke, fog, clouds, or other visual obstructions are permitted.

Occupant must remove all decorations from the Community Center by Departure Time, so as to render it substantially in the same condition as at the beginning of the occupancy. The Town is not responsible for missing or stolen items.

8. **DELIVERIES:** Persons delivering any good or service related to Occupant's occupancy under this Agreement (e.g., food, flyers, etc.) may not enter the facility earlier than one hour before the Entry Time unless Town provides written prior approval. All equipment related to such goods and service must be removed from the property by the Departure Time.

9. **SMOKING:** No smoking or vaping is allowed in the facility or within eight (8) feet of any entryway. No illegal drugs are permitted on Town property.

10. **INDEMNITY:** Occupant assumes all liability for the keeping the Town's property, including fixtures, windows, tables, chairs, doors, furnishings, and equipment, free from loss or damage during the Event; and further agrees to pay for any damage, including reasonable costs of repair, incurred to the Town's Property related in any way from Occupant's occupancy of the Property under this Agreement. Occupant agrees to use the Community Center only for the purposes specified in this Agreement. Occupant assumes responsibility for all his or her own personal property and that of guests, including injury or death of any person, and any property damage, occurring in the Community Center and on any of the Town's adjoining property between the Entry and Departure Times.

Occupant agrees to indemnify, protect, save, defend (at Occupant's sole expense) and hold the Town harmless, its Elected Officials, and its Employees, Independent Contractors, Agents, Insurers, Successors, and Assigns, against any and all liabilities, obligations, losses, damages, penalties, expenses, or claims (including, without limitation, claims involving strict or absolute liability), actions, suits, costs, and disbursements (including, without limitation, legal fees and expenses) of any kind and nature whatsoever. This indemnity/hold harmless agreement shall be binding upon the Occupant and the Occupant's heirs, executors, administrators, personal representatives, successors, and assigns.

11. **LEGAL:** This document constitutes the entire Agreement between the Parties. No other agreement exists regarding the subject matter of this Agreement. If Occupant is an organization, the undersigned represents that he or she is authorized to act on behalf of the organization, and binds the organization to all terms and conditions.

No right or duty of any party is assignable or delegable without the other Party's prior signed, written consent. Any changes to this Agreement must be in writing and signed by all Parties.

The laws of the State of Indiana apply to this Agreement, and the Circuit or Superior Court of Lake County, Indiana, is the sole and exclusive venue for any action brought under this Agreement.

I have read and understand all terms and conditions in this Agreement.

Occupant:

Signed

Date

Printed Name

Name of Organization (if applicable): _____

This Community Center Rental Agreement is approved by the St. John Town Council May 14, 2025.