



SHELTER RENTAL FEE SCHEDULE (effective May 1, 2015)

Fee Categories	CHNA Member Rate	Non-Member Rate
1-25 People	\$50	\$70
26-75 People	\$100	\$150
76-150 People	\$200	\$250
Security Deposit	\$100	\$200
Alcohol Service Fee (non-refundable)	\$100	

Charity/Non-Profit Discount

A CHNA member, in good standing, may petition the CHNA board for a 50% member discount privilege use. This discount only applies to the rental rate and does not apply to the Security Deposit or Alcohol Service Fee. This discount only applies to gatherings conducted for charitable, non-profit, or arts programs. Granting of the privilege petition is at the sole discretion of the CHNA board.

Application for this use may be made by contacting cottagehomeneighborhood@gmail.com

Please print the following agreement, complete and return to the CHNA Board by email at the above email address

**Cottage Home Community Shelter Rental Agreement
Cottage Home Neighborhood Association, Inc. ("CHNA")
714 Highland Avenue, Indianapolis, IN 46202**

CHNA Member ___ Non-member ___

Organization (if applicable): _____

Name of Renter: _____

Federal ID # (if applicable): _____

Address: _____

Nature of Event: _____

Number of Guests: _____

Phone: (____) _____

Event Hours: From _____ to _____

Event Date: _____

THIS RENTAL AGREEMENT ("Agreement") is made by and between the CHNA and _____ (the "Renting Party"). CHNA and the Renting Party collectively may be referred to as the "Parties."

The CHNA owns and manages the premises known as the Cottage Home Community Shelter, located at 714 Highland Avenue, Indianapolis, IN 46202 (the "Shelter").

The CHNA desires to rent the Shelter and the Renting Party desires to rent the Shelter on the terms and conditions as set forth below.

In consideration of the mutual promises and covenants contained herein, the Parties, each of whom intends to be legally bound by this Agreement, agree as follows:

1. Facilities. During the term of the Rental Period, as defined herein, the Renting Party may have the exclusive use and enjoyment of the Shelter, including the Renting Party may have the exclusive use and enjoyment of the Shelter, excluding the area of the raised bed gardens. The Renting Party is not permitted to access the locked room/storage closet located on the east end of the Shelter.

During the term of the Rental Period, the Renting Party must assure the alley located to the west of the Shelter remain passable to the general public. Street parking with the neighborhood is available so long as driveways and alleys are not obstructed and all local ordinances are followed.

2. Rental Period. The Renting Party shall have the use of the Shelter on _____, 20____, between the hours of ____ and ____ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Notwithstanding the length of the Rental Period, any music must cease promptly at 10:00 p.m. and the Shelter must be vacated by 11:30.

3. Rental Charge. The charge for the Rental Period is \$_____. The Rental Charge is due in full at least twenty-one days in advance of the Rental Period. Payment of deposit and alcohol service fee, if

applicable, is due no later than twenty-four (24) hours prior to the beginning of the event. All checks should be made payable to the Cottage Home Neighborhood Association, Inc.

4. **Security Deposit.** In addition to the Rental Charge, the Renting Party shall pay \$_____ (the "Security Deposit") to cover any damage or loss that may occur to the Shelter, its contents or its grounds. Only after the CHNA has determined that the Shelter has been properly cleaned and the Shelter and its contents and grounds are free of damage arising from or related to the Renting Party's rental of the Shelter will the Security Deposit, or a portion thereof not held for damage, be refunded. Upon demand from CHNA, the Renting Party shall immediately pay the CHNA the cost to repair any damage in excess of the Security Deposit. The Security Deposit and completed application are required to hold the reservation.
5. **Alcohol Service Fee.** If Renting Party intends to serve alcohol, the Renting Party shall pay \$100 to CHNA (the "Alcohol Service Fee"). The Alcohol Service Fee shall be due at the alter of (a) the time the completed application is submitted or (b) the time the Renting Party determines they intend to sell alcohol, but in any case no later than seven (7) calendar days before the event. The Renting Party is responsible for contacting the city of Indianapolis, the Alcoholic Beverage Commission, or any other entity necessary to obtain the appropriate licenses to legal serve alcohol during the Rental Period.
6. **Insurance.** Anybody renting the Shelter for a profit-making event, or in any case, if alcohol is intended to be served, must provide a Certificate of Insurance evidencing the following as additional insured, on a primary and non-contributory basis, for \$250,000 that names "*Cottage Home Neighbor Hood Association, Inc.*" with primary and non-contributory, combined single limit (CSL) for bodily and property damage of \$250,000, including liquor liability if any alcoholic beverages are to be served or available for sale.
7. **Renting Party's Responsibilities.** The Renting Party must be a responsible adult who is at least twenty-five (25) years of age (youth organizations and groups may rent Shelter with an appropriate adult sponsor). The Renting Party must be on site throughout the Rental Period. The Renting Party is responsible for the actions of all guests, invitees and occupants of the Shelter during the Rental Period.
8. **Maximum Capacity.** The Shelter has a maximum capacity of 150 persons. This event will host no more than _____ persons. The Renting Party agrees to not exceed this number of persons within the Shelter.
9. **Security Guard.** The Renting Party must hire and pay a security guard approved by CHNA to attend and monitor the event. CHNA may, in its sole discretion, waive this requirement upon the request of the Renting Party after consideration of the nature of the event, the number of guest, the time and duration of the event, whether alcohol will be served and the renting party's rental history. The name(s) of an approved security guard can be provided upon request.

***SECURITY GUARD REQUIREMENT will be waived for this event _____(CHNA Approval)**

10. **Decorations.** The Renting Party shall not use rice, birdseed, glitter, confetti, fireworks and other incendiaries of any types inside the Shelter or on the grounds outside the Shelter.

- 11. Rental Chairs, Table and Other Equipment.** Prior to the Rental Period, the CHNA must approve the Renting Party's rental of any equipment, including tables, chairs, port-a-potties, or tents, other than those already in the Shelter. The Renting Party is solely responsible for any setup or takedown of any equipment. The Renting Party agrees to remove any such additional equipment at the end of the Rental Period. Upon request from the Renting Party, CHNA, in its sole discretion, may allow additional time to remove rented items. However, CHNA will not return Renting Party's Security Deposit, if any, until all rented items are removed from the Shelter.
- 12. Proper use.** The Renting Party agrees to keep the grounds in good order at all times during the Renting Period. The Renting Party is responsible for ensuring that people are not permitted to congregate in the streets and alleys and that vehicles are not driven in the yard or on the stones or parked on the grass.
- 13. Noise.** The Renting Party shall comply with the noise ordinance of Indianapolis and Marion County, Indiana. All music must cease at 10 p.m., unless the then in effect noise ordinance requires an earlier time. All excessive noise from the Renting Party's event is not permitted and the Rental Party is reminded that Cottage Home Neighborhood is a mostly residential neighborhood in the area of the Shelter. It is the Renting Party's responsibility to control the sound level of its event, including, but not limited to, sound from music and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting' Party's event prior to the agreed upon end of the rental period.
- 14. Damage.** The Renting Party is responsible for, and, upon demand, shall pay the CHNA for any and all damage to the Shelter that arises from or is related to the Renting Party's rental of the Shelter. This includes, but is not limited to, damage to the walls, floors, table, chairs, light fixtures, or any other property or asset owned by CHNA.
- 15. Cleaning of the Shelter.** The Renting Party agrees to clean the Shelter and grounds after the event as described in the detail on the Cleaning Check List, attached hereto, and which must be completed and returned following the event. If the Renting Party fails to clean the Shelter, CHNA will hire a contractor to clean the Shelter and will charge the Renting Party for this service. The cost of the contracted cleaning service may be withheld from Renting Party's Security Deposit.
- 16. Acts Beyond the CHNA's Control.** In the event the Shelter or any party thereof is damaged or destroyed by fore or any other cause, or if any casualty or unforeseen occurrence shall render the CHNA's fulfillment of this Agreement impossible, then the Agreement shall terminate, and the CHNA shall refund or otherwise return to the Renting Party any amounts already paid toward the Security Deposit, the Rental Charge or the Alcohol Service Fee. The return of amounts actually paid shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement for reasons outside the CHNA's control, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.
- 17. Acceptance of Premises.** Before the Renting Party is given access to the Shelter on the Event Date it shall certify that it has inspected the Shelter and its equipment and the same in proper condition for the Renting Party's use during the Rental Period.

* _____ (initials of Renting Party)

- 18. Scheduling.** The CHNA retains the right to schedule other events in the Shelter both before and after the Rental Period without notice to the Renting Party.
- 19. Advertising.** The Renting Party shall not distribute, circulation, or permit to be distributed or circulated any advertising material in or about the Shelter or its ground, unless such advertising material has been approved, in writing. This requirement does not apply to the inclusion of the name "*Cottage Home Community Shelter*" and its address, 714 N. Highland Avenue, Indianapolis, IN 46202 in invitations to an event.
- 20. CHNA's Right to Access Premises.** The members of the CHNA board, or their representatives, reserve that right to enter any portion of the Shelter at any time. Such access will be limited to enforcement of any right of the CHNA provided for herein or to address any complaints or other concerns regarding Renting Party's event.
- 21. Indemnification.** The Renting Party shall indemnify, defend, and hold harmless on a primary and non-contributory basis the CHNA, its officers, members and representatives against any, and all, demands, causes of action, or any other claim of the Renting Party, its patrons, guest and invitees, and any third parties, arising out of or related to the Renting Party's rental of the Shelter.
- 22. Cancellation.** IN addition to any other remedy available at law or equity, either party may cancel this Agreement if the other party fails to comply with each and every term and condition of this Agreement.
- 23. Compliance with Laws.** The Renting Party will not engage in or allow any of its guests to engage in any illegal or unlawful activity on the premises and shall comply with all applicable laws, regulations, and ordinances and shall not use the Shelter for any unlawful purpose or permit other to use or occupy the Shelter for any unlawful purpose. The Renting Party further agrees to indemnify and hold harmless the CHNA and their agents against loss, damage, or liability growing out of the Renting Party's failure to observe and comply with any applicable laws or regulation.
- 24. Alcoholic Beverages.** If the Renting Party intends to serve alcohol at its event, whether for sale or not, the Renting Party will obtain appropriate insurance coverage, as set forth in Paragraph 6 above, will comply with all applicable laws and regulations relating to alcoholic beverages and will obtain any necessary licenses or permits required under applicable laws and regulations to do so and will make copies available to the CHNA upon request. This includes appropriate licensed bartenders if alcohol is sold. Under no circumstances may alcoholic beverages be served to minors or person who are inebriated. No alcoholic beverages are to be consumed outside the Shelter. The Renting Party further agrees to indemnify and hold harmless on a primary and non-contributory basis the CHNA and their agents against loss, damage, or liability growing out of the Renting Party's failure to observe and comply with laws regulating the sale and distribution of alcohol.
- 25. Assignment.** This Agreement may not be assigned or transferred with the express written consent of the CHNA.
- 26. Entire Agreement.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained

herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between the Parties, whether oral or written, regarding the rental of the Shelter.

27. Modifications. This Agreement may not be modified or amended except through an express written agreement signed by both Parties.

28. Advice of Counsel and Acknowledgements. Each Party represents that it has been given the opportunity to consult with counsel of its choosing prior to signing this agreement and that it fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement, and each executes this Agreement freely, voluntarily and without reservation.

29. Governing Law. The laws of the State of Indiana shall govern this Agreement. Any action involving this Agreement, including actions to enforce or for breach of this Agreement must be brought in a court of competent jurisdiction with Marion County, Indiana.

30. Severability. If any provision of this Agreement is found to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect to the extent the law permits.

31. Required Signatures. This Agreement is not valid unless signed by a person duly authorized by the CHNA to act on its behalf with respect to the Rental of the Shelter.

32. Binding Effect. This Agreement shall be binding upon the Parties, their heirs, representatives or assigns.

**COTTAGE HOME NEIGHBORHOOD
ASSOCIATION, INC.:**

RENTING PARTY:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Organization: _____

Title: _____

Date: _____

Date: _____

SHELTER CHECKLIST

****PLEASE COMPLETE AND RETURN TO CHNA****

Name: _____ Rental Date: _____
Phone: _____

The Renting Party agrees to perform the following cleanup duties:

- a) Remove all decorations, food, drink and trash from inside and outside the Shelter
- b) Sweep the Shelter floor
- c) Empty trash and remove all trash from the premises
- d) Follow prepared checklist when cleaning the Shelter

Checklist:

- _____ 1. All floors are swept.
- _____ 2. Decorations are removed.
- _____ 3. All trash is removed.
- _____ 4. Any litter, including cigarette butts, is picked up

If the Shelter is found in unsatisfactory condition, the Renting Party will be charged for the cleaning or repair.