

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 Cottage Home Neighborhood Association, Inc. ("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 Cottage Home Neighborhood Association by email at cottagehomeneighborhood@gmail.com

Cottage Home Neighborhood Association, Inc. Community Shelter Rental Agreement
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 **Cottage Home Neighborhood Association, Inc.** ("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 Parties 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 Rental Period, as defined herein, the Renting Party may have the exclusive use and enjoyment of the Shelter, excluding the area of the raised bed gardens and playground area. The Renting Party is not permitted to access the locked room/storage closet located on the east end of the Shelter.

During 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, tear down, and/or clean 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 no later than 11:30 p.m.
- 3. Rental Charge.** The charge for the Rental Period is \$ _____ (the "Rental Charge"). The Rental Charge is due in full at least twenty-one (21) days in advance of the Rental Period.

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. Payment of the Security Deposit is due no later than twenty-four (24) hours prior to the Rental Period. 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 use 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 for 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 the Renting Party intends to serve alcohol, the Renting Party shall pay \$100 to the CHNA (the "Alcohol Service Fee"). The Alcohol Service Fee shall be due at (a) the time the completed application is submitted or (b) the time the Renting Party determines they intend to serve alcohol, but in any case no later than seven (7) calendar days before the start of the Rental Period. 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 legally serve alcohol during the Rental Period.
6. **Insurance.** If the Renting Party is renting the Shelter for a profit-making event, or in any case, if the Renting Party intends to serve alcohol at the Shelter, the Renting Party must provide a Certificate of Insurance evidencing the CHNA as an 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. The Renting Party must present the Certificate of Insurance referred to in this Section 6 no later than seven (7) calendar days before the Rental Period.
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 being at least twenty-five (25) years of age). The Renting Party must be at the Shelter 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 the CHNA to attend and monitor the event during the Rental Period. The 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 guests, the time and duration of the Rental Period, 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 agrees to and will not use rice, birdseed, glitter, confetti, fireworks and any other incendiaries of any type 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, the CHNA, in its sole discretion, may allow additional time to remove rented items. However, the 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 Shelter and its grounds in good order at all times during the Rental Period. The Renting Party will be held fully liable for all unauthorized congregations in the streets and alleys and all vehicles that are in unauthorized areas, including but not limited to, the surrounding yards, stones, and/or 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 Rental Period. 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 part thereof, is damaged or destroyed by force or any other cause, or if any casualty or unforeseen occurrence shall render the CHNA's fulfillment of this Agreement impossible, under CHNA's sole discretion, 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 during the Rental Period, the Renting Party 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.

- 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, circulate, 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 by the CHNA. 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 the CHNA, its officers, members, representatives, and agents against any and all demands, causes of action, loss, damage, liability, attorneys' fees, and/or any other claim relating to the Renting Party, its patrons, guests, and invitees, and any third parties, arising out of or related to the Renting Party's rental and/or use of the Shelter.
- 22. Cancellation.** In addition to any other remedy available at law or equity, the CHNA may cancel this Agreement if the Renting Party fails to comply with each and every term and condition of this Agreement.
- 23. Compliance with Laws.** The Renting Party represents and warrants 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, defend, and hold harmless the CHNA, its officers, members, representatives and agents against any and all loss, damage, or liability, including, but not limited to, attorneys' fees, arising out of the Renting Party's failure to observe and comply with any applicable laws or regulations. The representation and warranty provided for in this Section 23 shall include, but is not limited to, compliance with all Federal, State, Municipal, and Local laws, statutes, rules, regulation, and/or ordinance related in any way to the Covid-19 pandemic.
- 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 persons under the legal drinking age or persons who are inebriated. No alcoholic beverages are to be consumed outside the Shelter. The Renting Party further agrees to indemnify, defend, and hold harmless the CHNA, its officers, members, representatives, and agents against any and all loss, damage, or liability, including, but not limited to, attorneys' fees, 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 without 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.** Renting 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.
- 33. Attorneys' Fees.** In the event that the CHNA brings any lawsuit or action to enforce any provision in this Agreement against the Renting Party, the CHNA shall be entitled to recover from the Renting Party any and all fees, costs, and expenses of enforcing any right of the CHNA under or with respect to this Agreement, including without limitation, any and all attorneys' fees incurred by the CHNA.

**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.