

Hawthorne Park Community Center
500 Ackerman Drive
Porter, Indiana 46304
www.townofporter.com

Park Info & Reservation number: (219) 983-1042

Hawthorne Park Community Center Single Date Event Rental Agreement

Renter: _____ Rental Date: _____
Address: _____ Type of Activity: _____
Reservation Period: _____
Phone: _____ Event Time Period: _____
Email: _____

Rental Space	Refundable Security Deposit	Fri/Sat/Sun/Holiday Rental Rates	Monday-Thursday Rental Rates
Front Lounge & Kitchen (60 persons max.)	\$200.00	\$250.00	\$175.00
Back Hall & Kitchen (120 persons max.)	\$200.00	\$450.00	\$300.00
Both Rooms & Kitchens (180 persons max.)	\$200.00	\$600.00	\$450.00

All Rental Fees do not reflect the required 7% State of Indiana Sales Tax.

Refundable deposits are exempt from this tax.

Space Rented: _____ Refundable Security Deposit: \$ _____
Security Guard: Yes No Rental Rate: \$ _____
Alcohol Planned: Yes No 7% State Sales Tax: \$ _____
If yes, please Permit Caterer Total Amount Due: \$ _____
Balance Due Date: _____ Payment at Time of Reservation: \$ _____
Outstanding Balance: \$ _____

Please make checks payable to: Town of Porter

Payment can be sent to: Porter Park Department, 303 Franklin Street, Porter, IN 46304

CANCELLATION: If the Renter cancels their rental request at least sixty (60) days prior to the rental date, the Renter will be reimbursed their security deposit minus a twenty dollar (\$20.00) administrative fee. The entire amount of the security deposit will be forfeited if cancellation occurs less than sixty (60) days prior, but more than thirty (30) days prior to the rental date. If the Renter cancels their rental request thirty (30) days or less from the rental date, the Renter forfeits their entire security deposit and rental fee. Cancellations due to extreme circumstances such as death will be considered by the Town Council.

SECURITY DEPOSIT: A \$200.00 security deposit is required at the time of the rental request in order to hold the requested date. The security deposit will be returned within two weeks after the

rental date providing all the rules and regulations set forth in this Agreement are followed. Any violation(s) of the rules and regulations set forth in this Agreement will result in the withholding of the security deposit, and the Renter will be billed for the balance if necessary. The determination of withholding all or part of the security deposit due to a violation of rules and regulations will be made by the Park Director or Town Council.

DAMAGE: The Renter will pay for all damages that occur during the rental period. The Park Department, at the department's discretion, will bill Renter for all damages which exceed the amount of the security deposit. The Renter is responsible for notifying the Park Department of any existing damage to the building in writing prior to the function. If no notice is given, the Renter agrees that the room was not damaged prior to the function.

SECURITY GUARD: A Security Guard must be present for the entire duration of any function in the Community Center unless this requirement is waived or modified upon the concurrence of the Park Director and Police Chief. A daytime/evening function (ending by 9:00 P.M.) with no alcohol present is exempt from this requirement. The hiring of the Security Guard will be **coordinated by the Park Director**. The Security Guard is required to be present from the beginning of the event until the last person leaves the premises. The cost of the Security Guard is \$40.00 per hour (\$50.00 per hour for Holidays) and **must be paid by the Renter at the end of their function**. The cost of the Security Guard is subject to change without notice. The Security Guard is the last person to leave the building. Any Renter that claims no alcohol at their daytime/evening function may receive a short visit from a Park Department Representative to ensure no alcohol is present. **Any Renter that attempts to have alcohol present without a Security Guard present will have their event shut down immediately with no refund.**

RULES AND REGULATIONS

1. **RENTER RESPONSIBILITY:** The undersigned Renter shall be at least 21 years of age and shall be legally responsible for compliance with all articles of this Agreement and any damages which may occur to the Hawthorne Park Community Center property as a result of the usage covered by this Agreement. The undersigned Renter shall be present at all times during the reservation period. **No reservations will be taken on behalf of a second party.**

2. **HOURS:** Rental of the Community Center is available at the following times:

Friday/Saturday —10:00 am until 12:00 am	Renter must vacate by 1:30 am
Sundays/Holidays—10:00 am until 9:00 pm	Renter must vacate by 10:30 pm
Weekdays—1:00 pm until 9:00 pm	Renter must vacate by 10:30 pm

*Hours may be extended upon request, subject to approval by the Park Director.

3. **KEY:** The Renter will be issued a code via text message, which will be used to unlock the key box posted at the primary entrance of the room rented (South facing front door for Front Lounge only rentals, West facing side door for Back Hall or Full Building rentals). At the end of the reservation period, all doors should be locked by the Renter, and the Community Center key should be deposited into the key drop box located in the hallway of the Community Center. **Failure of the Renter to deposit the Community Center key in the key drop box will result in the Renter being assessed all fees associated with re-keying of the locks.**

4. **DECORATIONS:** The Renter is responsible for informing decorators of the following guidelines. All rooms may be decorated with any theme or color with the following restrictions. Absolutely no decorations may be attached to any drywall, metal, or wood surface. No decorations are allowed on the ceiling. Confetti and/or glitter are not allowed. Taper candles, party torches, luminaries, and/or lanterns are not allowed. **In addition, the Porter Parks Department reserves the right to request that any decorations that are deemed offensive, present a safety/health risk or are otherwise inconsistent with use of Town property be removed.**

5. **SET-UP:** The Renter is responsible for assembling and disassembling all tables and chairs. All tables and chairs must be handled carefully and gently. **DO NOT DRAG THE TABLES OR CHAIRS ACROSS THE FLOOR.** Your security deposit can be withheld for drag marks, in either room. Each room should be returned to its original set up. There is a diagram posted in each kitchen for your convenience. Tables and chairs may only be removed from the building for use upon the deck.

6. **ADDITIONS:** Any items such as tables, chairs, large or unusual decorations, etc. that the Renter would like to bring into or around the Community Center must be approved in advance by the Park Director.

7. **CLEAN UP:** The Renter is responsible for cleaning the rooms rented. The Porter Parks Department will provide garbage cans on rollers and garbage bags for the convenience of the Renter. Cleaning supplies can be found in the closet behind the partition wall in the back hall (broom, dust pan, mop). Renter must complete the following clean up:

- 1) Clean off all tables and wipe them down.
- 2) Sweep all floors.
- 3) Clean up any food and/or drink spills.
- 4) Carefully take down decorations.
- 5) Wipe all kitchen counters and stovetop.
- 6) Dispose of all trash items in the dumpster provided outside of the kitchen door.
- 7) Check/clean both bathrooms so they are left in the same condition they were at the beginning of the event—pick up all paper towels, flush all toilets, and turn off all lights.
- 8) If the Fireplace was used, sweep out the ashes and place them outside in the metal container.
- 9) Check the grounds around the Community Center and parking lot where guests might have dropped cups, cans, and other debris.
- 10) Remove all signs to direct guests to the Community Center.
- 11) Leave the Community Center and grounds in the condition the Renter found them.
- 12) Turn off all lights. (Security light on ceiling near west side exit is on all the time).
- 13) Close all windows.
- 14) Lock all doors.
- 15) Deposit Community Center key in the drop box located in hallway.
- 16) When leaving, make sure doors have shut and locked behind you.

8. **PARK PROPERTY:** Renter is responsible for any items or property belonging to the Town of Porter/Porter Park Department that are damaged or stolen during the reservation period. **If Renter uses any part of the building that was not rented in advance, Renter will be charged for the unpaid use.**

9. **ALCOHOL**: Renter may provide alcohol in the Community Center in strict compliance with all the laws of the State of Indiana and according to the Town of Porter Parks Department Alcohol Policy (available upon request). Any function providing alcohol must have a Security Guard present for the duration of the reservation period. Renter must provide a licensed Bartender to serve alcohol to the adult guests. Renter must obtain a temporary beer/wine permit from the Indiana Alcohol & Tobacco Commission or use the services of a catering company holding a valid three-way liquor catering license. **NO PERSON UNDER THE AGE OF 21 CAN CONSUME ALCOHOL UNDER ANY CIRCUMSTANCES.** All persons must be able to prove their age to the Security Guard or Bartender if asked. All guests must keep alcoholic beverages inside the Community Center or on the back deck. No guest may wander into the park and/or parking lot with alcoholic beverages. Any person who cannot act responsibly with alcohol will be told to leave by the Security Guard and/or Porter Park Department. Any person may be removed for public intoxication or inappropriate behavior at any time at the sole discretion of the Security Guard and/or Porter Park Department. Any serving of alcohol for a fee or charge must have Town Council approval and have the proper state excise tax forms filed and any other required permit. Any Renter who violates this paragraph will have their event shut down immediately with no refund.

10. **DRUGS**: Absolutely no illegal drugs of any kind are allowed in the Community Center or on the grounds of Hawthorne Park. Renter is responsible for the overall behavior of all guests during the reservation period. Any obscenities or lewd, obscene, or disruptive behavior will not be tolerated. Any use of illegal drugs or obscenities may result in the person(s) and/or entire function being asked to leave the premises.

11. **BAR, KEGS, OR COOLERS**: Renter may not set a bar, keg, or coolers on the wooden floor. Bars, kegs, or coolers may only be set on the tile floor, provided an absorbent material and a sheet of plastic are placed underneath the keg or coolers to catch any moisture.

12. **FIREPLACE**: Use of the fireplace must be approved by the Park Director prior to the reservation period. If use of the fireplace is approved, Renter is responsible to use the fireplace in a safe manner. Only store-bought logs can be used (one at a time).

13. **APPLIANCES**: Any and all appliances in the Community Center, such as the coffee pot, crock pots, or oven, may only be used while the Renter is physically present in the Community Center in order to avoid all potential fire hazards.

14. **SMOKING**: Smoking is prohibited in the Community Center, on the deck of the Community Center, and within eight (8) feet of any entrance to the Community Center or deck. In addition, smoking is restricted to areas outside the front and side doors of the building where receptacles are provided.

15. **DELIVERIES**: All deliveries of food, drinks, cakes, and/or decorations must be made during the reservation period at the Community Center. The Porter Park Department and its employees are not responsible for any items delivered ahead of schedule or left behind after the function.

16. **TICKETS/FUNDRAISERS**: No ticket selling, admission charges, or donations may be solicited without prior approval from the Town Council. **No person may use the Community Center for personal profit without Town Council Approval.**

17. **PIG ROAST**: No pig roasting or similar type of cooking is allowed on Town of Porter Park Property.

18. ANIMALS: Absolutely no animals or pets of any kind are allowed in or around the Community Center without prior approval by the Park Superintendent prior to the reservation period.

19. ACCESSORIES: The following accessories are not permitted on the Town of Porter Park Property without special permission from the Town Council: Moonwalks, Trampolines, Tents, and/or Canopies of any kind.

20. SOUND AMPLIFICATION AND MUSIC: Music including amplified sound will be permitted at a reasonable level provided the sound from such activity does not exceed the level of 65 decibels within 150 feet of the building.

21. ENFORCEMENT: If it becomes necessary for the Town of Porter or the Porter Park Department (Porter) to take any action to enforce any of the provisions of this Agreement, whether or not litigation is filed, Porter shall be entitled to recover, in addition to all other relief, all of its costs and expenses including reasonable attorneys' fees.

If you have any questions, please direct them to the Park Director at (219) 983-1042.

The undersigned, herein named RENTER, acknowledges that neither the Town of Porter nor the Porter Park Department is responsible for losses, damages, or injuries, which occur to any person or thing as a result of the usage covered in this Rental Request Form.

Any damage to furniture, fixtures, walls, floors, ceilings, doors, mirrors, tabletops or other property shall be the sole responsibility of the Renter.

Assumption of Risk (Indemnification): Renter shall be responsible for all actions and inactions of its guests, agents, caterers or any third party present at the Community Center. By executing this Agreement, Renters agree to unconditionally indemnify and hold harmless The Town of Porter, Porter Park Department and any of its directors, employees, principals and agents from any claims and/or liability incurred, including reasonable attorneys' fees resulting from any acts, directly or indirectly, of Renter, its guests, agents, caterer or other third parties, related in any way, to the rental of the Community Center.

I hereby agree to comply strictly with and be legally responsible for all the foregoing Rules and Regulations of the Porter Park Department included in this Agreement.

PRINT FULL NAME: _____

SIGN FULL NAME: _____ DATE: _____

This contract is not valid until it is signed by the Town of Porter Park Director or other Porter Park Department representative and a security deposit is received.

_____ DATE: _____