

**TOWNE SQUARE COMMUNITY CENTRE
123 WEST FRANKLIN STREET
WINCHESTER, IN 47394**

Facility Rental Agreement

The Towne Square Community Centre, hereinafter referred to as **TSCC**, agrees to lease space in the Towne Square Community Centre, at 123 West Franklin St., Winchester, Indiana, to the person or organization listed below as **Lessee**:

Lessee: _____

Contact Person: _____

Telephone: _____ E-mail: _____

Event Information

Event Title: _____

Event Date: _____ Estimated Attendance: _____

Time in: _____ Time out: _____

Start time: _____ End time: _____

Seating layout option: _____

Additional requests:

Fees and Payment

Room Rental Fee: \$ _____

Damage Deposit: \$ _____

Cleaning Fee: \$ _____

_____ \$ _____

Total Fees: \$ _____

Due with signed agreement: \$ _____

* **We accept credit cards:** Card number _____ Exp. Date: _____

(Will appear on your statement as: Winchester Movie Theatre, LLC)

* **3% upcharge will be added to all credit card payments**

Signature: _____

SUBJECT TO THE ATTACHED TERMS AND CONDITIONS. AGREED TO AND ACCEPTED BY:

For Lessee:

For Towne Square Community Centre:

By: _____

By: _____

Printed Name

Printed Name

Date: _____

Date: _____

* **LESSEE will clean up after event, otherwise a \$200 cleaning fee will be imposed.**

Terms and Conditions

Deposits: A non-refundable rental fee and damage deposit will be due upon the signing of this Agreement. The amount of said deposits is set forth on the first page of this Agreement, and shall be credited to the fee payable hereunder. Checks should be payable to Towne Square Community Centre. In the event of cancellation, there will be no refund of any kind.

Payment: In the event that any money owed under this Agreement is not received when due, and other arrangements have not been made in writing, this Agreement may be declared null and void, at the option of TSCC, and TSCC shall have no further obligations under this Agreement. TSCC may retain any monies paid as damages. Returned checks are subject to a fee of \$25.00, plus all bank charges.

Certificate of Insurance Requirement: Any lessee whose event has a cash bar shall provide insurance coverage in an amount which is agreeable to TSCC.

Conduct/Safety: The Lessee is responsible for the conduct of its representatives and members while in the Towne Square Community Centre, which includes, but is not limited to, the responsibility for the care of the facility and concern for the patrons. Safety regulations shall be in accordance with local, state, and federal regulations and shall be enforced by TSCC staff.

Access: TSCC and its staff shall have complete and total access at all times and in all areas of the facility during the term of this Agreement.

Responsibility for the Property of the Lessee: TSCC assumes no responsibility whatsoever for any property brought onto the premises by the Lessee, and TSCC is herein expressly relieved and discharged from any and all liability for any use of said property and any loss, damage or destruction of property that may be sustained by the Lessee. TSCC is not responsible for any lost or stolen property.

Installation/Displays: The use of tape or other adhesives, nails, tacks, screws, or similar articles on walls, floors, or plaster surfaces is not allowed. All decorations shall be installed without defacing the building, and shall be subject to the supervision and approval of TSCC management. Displays in the lobby must be located in a manner that will not interfere with crowd movement or artwork on display. Any unauthorized advertising materials will be removed. **The use of glitter, bubbles, confetti, and sand is prohibited in any room.** Bubbles may be used outside the building. **All candles and flames must be enclosed. No decorations will be hung on the walls. Nothing will be taped to any surface without the approval of Management.** Any damage that may be a result of not adhering to this rule will result in loss of damage deposit.

Catering: Food service must be provided by catering establishments that have been approved by Towne Square Community Centre. TSCC reserves the right to reject any caterer at any point with or without explanation.

Equipment Use: The use, maintenance, and operation of TSCC equipment, including lighting system, sound system, and machinery is restricted to authorized personnel under the direction of the TSCC management. Any equipment brought in by the Lessee must have prior approval by TSCC management. There will be no storage of equipment or materials before or after the event, unless arrangements have been made with TSCC management.

Damages: Any damage to the Towne Square Community Centre and/or its equipment caused by the Lessee, its agents, employees, or contractors will be charged to the Lessee who will be responsible for the payment of the cost of any necessary repairs, or replacement, as determined by the TSCC management. Payment for damages in excess of the damage deposit shall be made upon demand.

Vacating Premises: Lessee shall vacate the premises by the date and time set forth in this Agreement. Lessee shall leave the premises clean, clear of all debris and trash, and in good repair. If premises are not cleaned and cleared to TSCC's satisfaction, TSCC may (a) clean and clear the premises and remove all debris, trash, personal property, and rental supplies and equipment; and (b) charge Lessee for the cost of cleaning and clearing the premises. The cost of any such cleanup will be required on demand. Standard and customary cleanup is included in room rental fee. Any cleanup required which management deems above and beyond standard and customary may result in loss of damage deposit, and additional charges.

Indemnification: Lessee agrees to conduct its activities at the Towne Square Community Centre in a manner that will not endanger any person or property thereon. Lessee shall indemnify and hold harmless TSCC and its agents and employees against any and all claims, actions, demands, expenses, and judgments for loss, damage, or injury to property or persons as a result of Lessee's, or its patrons', acts upon or use of the Towne Square Community Centre. In the event Lessee fails to abide by any terms or conditions in this Agreement, including, but not limited to, payment for damages, Lessee shall pay TSCC all damages, costs, and expenses, including reasonable attorney fees.

Compliance with the Law: Lessee shall abide by and comply with all applicable laws, rules, ordinances and regulations of the United States of America, the State of Indiana, the County of Randolph, and the City of Winchester, and any board, agency or bureau thereof. The serving of alcoholic beverages must be in compliance with all federal and Indiana laws and local ordinances and regulations. **There are no exceptions to this requirement.** Parties agree that there shall be no segregation or discrimination practiced in the Towne Square Community Centre because of race, color, sex or creed.

Use of Copyrighted Materials: Lessee shall assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished, used, or incorporated in the conduct of the event. Lessee agrees to indemnify and hold harmless TSCC and its duly authorized representatives from all damages, costs, expenses, including attorney's fees, for, or because of, the use of any patented and/or copyrighted materials, equipment, devices, or dramatic rights, furnished or used by Lessee in connection with the event.

THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SHALL NOT BE ALTERED, MODIFIED, OR CHANGED IN ANY WAY WITHOUT THE EXPRESS WRITTEN CONSENT OF TSCC. IT IS FURTHER UNDERSTOOD THAT THIS AGREEMENT CANNOT BE ASSIGNED OR TRANSFERRED. THIS AGREEMENT SHALL BE GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA.