



January 2017

Greenwood Community Center Facility Rental Application

Today's Date: _____

Are you a Community Center Member? Yes

No

Organization or business: _____

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone (home) _____ (work) _____

Email: _____

Reason for Rental: _____

Is your group: For Profit? Not for Profit?

Is your purpose to make money?

Yes

No

Date(s) of Rental: _____ Time: From _____ to _____

(Time block includes your setup/decoration and cleanup)

No. of people attending: _____

Type of Rental

Conference 1 _____ Up to 48 people

Conference 2 _____ Up to 31 people

Conference 3 _____ Up to 172 people

Fitness 1 _____ Up to 13 people

Fitness 2 _____ Up to 11 people

Fitness 1&2 _____ Up to 24 People

The Courts _____ South Court After Kid City Hours Only

Kid City with Conf. 1 _____ Conf. 2 _____ Conf. 3 _____

Kid City Exclusive Use _____ After Kid City Hours Only with Conference 3

Special Requests Microphone/podium Volleyball Net TV/VCR/DVD

Cost of Rental: _____

Large room diagram: _____

Tax: _____

Go over rules: _____

Total: _____

Receipt: _____

Community Center Rental agent: _____

No Tape on walls, doors, ceiling, windows etc.

RENTAL RULES

- 1) Please leave the facilities the way you found them.
- 2) No food or drink outside the meeting rooms.
- 3) No street shoes allowed in the gym, tennis shoes only.
- 4) Misuse of equipment will not be tolerated. Patrons are expected to pay for broken equipment.
- 5) Patrons are limited to the areas they have rented and the restrooms area and are responsible for the supervision of children in those areas. Rental guests must be members or pay the daily fee to use other areas (gym, game room, workout area in the center)
- 6) Children cannot be left unsupervised during rentals.
- 7) Use of any type of tape for decoration on the walls, ceiling, windows, doors etc. is prohibited.
- 8) Use of the exit door in rental room is prohibited.
- 9) Use of the ice machine and recreation department equipment not included in shared kitchen rental.

USE AGREEMENT FOR THE GREENWOOD COMMUNITY CENTER

THIS AGREEMENT entered into between the undersigned and the CITY OF GREENWOOD PARKS AND RECREATION DEPARTMENT ON THIS _____ day of _____, shall govern the use of the Greenwood Community Center for the above-mentioned time(s) and date(s), subject to the following provisions:

- 1) The undersigned agrees to adhere to all rules and regulations of the Greenwood Parks and Recreation Department, and any City, County or State ordinance relating thereto.
- 2) The undersigned agrees that cancellations must be made a minimum of 10 days in advance of the rental date to obtain a refund. The renter will be charged an administrative fee of 15% of the total rental fee for any cancellation prior to 10 days before the rental. There will be no refund for cancellations within 10 days of the rental date. Refunds shall be issued through the city claim process which takes approximately 1 – 2 weeks. _____ (initial)
- 3) The undersigned further understands and agrees that possession, except as gift, or consumption of any alcoholic beverage by minors or adults on City of Greenwood and/or Greenwood Parks and Recreation property is strictly prohibited. The Greenwood Community Center is also a smoke-free facility.
- 4) The undersigned further understands and agrees that in the event of any violation of the foregoing, violation of any rules and regulations of the Greenwood Parks and Recreation Department, violation of any City or County ordinances, or violation of any State statutes, an authorized agent of the City of Greenwood and/or the Greenwood Parks and Recreation Department is fully empowered to initiate appropriate action, including termination of the usage period and/or the activity undertaken or to be undertaken.
- 5) The undersigned understands and agrees to inform all guests, including adults and minors, that all personal property placed in or around the used premises, including, but not limited to, motor vehicles parked on the premises, shall be so placed at the sole risk of the owners of said property.
- 6) The undersigned further acknowledges that he/she shall inspect the facilities prior to their usage and ensure that said facilities/ property are neat, clean and in good state of repair, and that there are no defects posing a threat of injury of any kind to any guests of the undersigned. Should the undersigned find that the facilities contain any defects, he/she shall notify a member of the Greenwood Community Center staff immediately and shall not utilize, nor permit any of his/her guests to utilize, said facilities or property until all defects are remedied and/or eliminated. _____ (initial)
- 7) As the undersigned person requesting this usage, I agree to be responsible for the proper conduct of the involved participants and for proper care to this property and/or facility. I further agree that I shall be solely responsible for the restoration of this property and/facility to its original condition should any damage occur or clean up following the event be required.
- 8) I understand and agree that if this facility is left in a condition determined to be unsatisfactory by Greenwood Parks and Recreation staff, and any repair or restoration following this event is performed by City employees to return this facility or the grounds to their original condition, additional fees may be charged to me to cover the costs of any and all such repairs and restoration and I agree to pay said costs. I further understand that failure to pay these costs by their due date may subject me to additional legal action taken by the Corporation Counsel or her designee, and that I will be responsible for any expenses incurred by the City as a cost of collection of these fees, including but not limited to court costs and attorney's fees. _____ (initial)
- 9) I furthermore agree that I will be responsible for ensuring that all trash, debris, refuse and waste materials generated by this event are collected and removed from the Community Center property at the event's conclusion. I will be responsible for all costs of staff clean-up of this facility after my event, as determined necessary by the Parks and Recreation Department, to be charged to me in the amount of Twenty-Five Dollars (\$25.00) per hour, per employee, plus expenses, with a minimum charge of Fifty Dollars (\$50.00). I further understand that failure to pay these costs by their due date may subject me to additional legal action taken by the Corporation Counsel or her designee, and that I will be responsible for any expenses incurred by the City as a cost of collection of these fees, including but not limited to court costs and attorney's fees. _____ (initial)

Signature of Person Responsible for Rental:

_____ Date: _____

WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION FOR COMMUNITY CENTER FACILITIES RENTAL

The undersigned agrees and understands that the City of Greenwood and/or the City of Greenwood Parks and Recreation Department is furnishing only the opportunity to utilize the Community Center facility and is not providing supervision, including supervision of minors, or instruction. The undersigned agrees that for and in consideration of the use of the aforementioned facility through this rental agreement, that the undersigned does freely and voluntarily enter into this waiver and release of liability, and that all of the participants using the facility, including the undersigned, have been advised and are aware of the possible injury, damage or loss from whatever causes that may arise from the approved usage of such a facility, and agree to assume all risks in connection with the use of this facility. The undersigned and all participants forever release and hold harmless the City of Greenwood, Indiana, its employees, officers, officials and agents, and waive any and all causes of action against the City of Greenwood, its employees, officials and agents, for any and all bodily injury or personal injury known or unknown, death or property damage caused by any accident or incident which may occur as a result of our utilization of this facility.

I have been advised of the possible injury, damage or loss that may occur from the utilization of this facility, and hereby agree to indemnify, defend and hold harmless the City of Greenwood, Indiana, its employees, officers, officials and agents, from and against any and all liabilities, damages, costs, expenses (including attorney's fees), demands, claims, actions or rights of action of whatever kind or name either in law or equity, brought by me, my family, heirs, assigns and any other party, arising from my rental and/or utilization of this facility. I furthermore hereby agree to indemnify the City of Greenwood, Indiana, its employees, officers, officials and agents, for any and all bodily injury or personal injury, known or unknown, including death and/or personal property damage, caused by any accident or incident which may occur to any participants at my event or result from our utilization of this facility. I will not institute any action or suit of law or in equity against the City or its officers, agents, officials and employees as a result of any activities resulting from operation of this Agreement.

I hereby grant permission to the City and its officials, officers, employees, and agents to photograph my and/or my child's image, likeness, or description and to edit, crop or retouch such photographs, and my child and I waive any right to inspect the final photographs. I consent to have photographs of me or my child be used by the City for marketing, promotional, or informational purposes and in any medium. I waive any claim for compensation for the use or publication of photographs of me and my child and fully and forever discharge the City from any claim for damages of any kind arising out of the use or publication of said photographs.

I have read the waiver and release of liability/indemnification carefully and understand all the stated terms. _____ (initial)

Signature of Person Responsible for Rental:

_____ Date: _____