



DOC ABEL PAVILION RENTAL AGREEMENT

This Doc Abel Pavilion Rental Agreement (Agreement) is between Town of Wakarusa (Town) and _____ (Renter) for the rental and use of Doc Abel Pavilion, 116 W. Waterford Street, Wakarusa, Indiana, for the rental date of _____, 20____ (Event) subject to terms, conditions & rules as follows:

Renter must be over 21 years of age and provide government issued ID with Agreement.

Renter: _____

Phone: _____

Email: _____

Reservations are not available more than 6 months in advance.

Rental is from 10:00am to 10:00pm on day of Event only.

Date of Rental: _____

Time & Type of Event: _____

Number of People Expected to Attend (Adults & Minors): _____

Capacity for Doc Abel Pavilion is 160 for table seating or 190 for row seating.

Doc Abel Pavilion has AC in kitchen and restroom areas ONLY. There is NO AC in main open area.

Payment is due in full with Agreement. Payment is accepted in cash or check made payable to Town of Wakarusa. Payment for rental and security deposit must be made separately. Indiana Nonprofit Groups and Chamber Members shall provide proof of status for discount. Payment is non-refundable.

- _____ Mon - Fri = \$150 per day + \$200 security deposit
_____ Sat - Sun = \$350 per day + \$200 security deposit
_____ Nonprofit/Chamber Mon - Fri = \$100 per day + \$200 security deposit
_____ Nonprofit/Chamber Sat - Sun = \$300 per day + \$200 security deposit

Payment CASH or Check # _____ Security Deposit CASH or Check # _____

Renter is encouraged to obtain liability insurance covering Event.

Renter may obtain coverage through their homeowners, business or personal liability insurance provider. Liability insurance coverage shall name Town of Wakarusa and provide coverage limits of, at minimum, \$1,000,000 per occurrence for bodily injury to any person or property damage and \$2,000,000 in the aggregate. Such insurance shall also include waiver of subrogation in favor of the named additional insureds, including, but not limited to, waiver of subrogation with respect to workers' compensation insurance. Proof of liability insurance is due with Agreement.

In lieu of liability insurance coverage, Renter may opt to pay an additional \$50 per day for Town of Wakarusa only liability coverage. Keep in mind this option does not provide coverage for Renter or Event.

Renter shall contact Wakarusa Police Department at 574-862-4200 should any issue arise during Event.

Renter shall return Doc Abel Pavilion to same condition as prior to Event.

Renter is encouraged to report any damage or issues at Doc Abel Pavilion to Town prior to start of Event. Renter's use of Doc Abel Pavilion is conclusive evidence that Doc Abel Pavilion was in satisfactory condition and free of damage prior to Event.

1. Renter must be present at Event.
2. Renter shall not disturb nearby downtown or nearby residents.
3. No decorations stapled, glued, tacked, taped or otherwise attached to the structure.
4. All equipment, food, containers, decorations and items brought in for Event must be removed.
5. Doc Abel Pavilion is a smoke free building. No illegal drugs or substances allowed at Doc Abel Pavilion.
6. Service animals are allowed by law. No other animals or pets allowed at Doc Abel Pavilion.
7. No helium balloons, glitter, confetti, rice, birdseed or similar items allowed at Doc Abel Pavilion.
8. Children under age of 18 must be supervised at all times during Event.
9. All trashes emptied to outside dumpster.
10. All surfaces including kitchen, tables, chairs & restrooms to be wiped clean.
11. All floors swept.
12. All tables, chairs and other equipment returned to storage location.
13. All windows and doors locked, lights turned off and temperature settings returned to heat 68 degrees or AC 74 degrees. Overhead fans shut off and remotes returned to kitchen location.

Following Event, Town shall inspect Doc Abel Pavilion and consider application or return of security deposit to Renter. If inspection following Event reveals no damage, security deposit shall be returned within 5 days. If Doc Abel Pavilion is not returned to same condition as prior to Event, Town will apply security deposit.

Renter is responsible for any damage to Doc Abel Pavilion including equipment, electronics, fixtures, or property and areas around building, including, but not limited to, walkways or other exterior structures, which occurred at any time during Event. Renter is liable for all costs of repair and replacement for such damage. The security deposit will apply to such costs and Renter is liable for and solely responsible for any remaining balance. Renter shall pay such remaining balance within 5 days.

Renter shall comply with Town, State and Federal laws, regulations and ordinances during Event.

At any time during Event, Wakarusa Police may make inspection to determine Renter is complying with terms, conditions and rules of Agreement and/or investigate claims/complaints made of Event. Renter agrees and acknowledges Event may be shut down at any time when not complying with terms, conditions and rules of Agreement, including, but not limited to, noise, unruly behavior or disturbances.

Renter agrees and acknowledges to utilize street parking or public parking only.

If needed, additional parking is available at Wakarusa Missionary Church except during Sunday morning services.

Doc's Pavilion Parking



Will Alcohol be served at Event? YES _____ NO _____

Without exception, if alcohol is served at Event, Renter agrees to specific terms, conditions and rules with respect to serving alcohol. The following Caterer’s are available to serve alcohol in the Town of Wakarusa:

Shortstop Inn
Shelly Sterling
574-862-4639
112shortstopinn@gmail.com

Nelsons
Cathy Miller
574-862-2184
cathymiller@nelsonsbbq.com

You may select your Caterer of choice, however, Caterer must obtain a supplemental caterer’s permit issued by the Indiana Alcohol & Tobacco Commission (ATC) pursuant to Indiana Code Sections 7.1-3-9.5-1 through 4. Renter is solely responsible for contacting Caterer and ensuring Caterer has received approval from ATC for Event.

Prior to Event, Town must have on file proof of Caterer’s liability insurance showing general liability coverage and liquor liability coverage. Renter is responsible for confirming Town has proof of insurance coverage on file. Liability insurance shall name Town of Wakarusa and respective boards, officers, directors, agents and employees as additional insureds and provide coverage limits of least \$1,000,000 per occurrence for bodily injury to any person or property damage and \$2,000,000 in the aggregate. Liability insurance shall also include a waiver of subrogation in favor of named additional insureds, including, but not limited to, a waiver of subrogation with respect to workers’ compensation insurance.

Without exception, if alcohol is served at Event and the number of guests (adults and minors) is over 50, Renter is to hire and pay for uniformed police officer for security. Renter shall contact **Town Marshal Tim Hershberger at 574-862-4200**, at minimum, 30 days prior to Event to arrange security. If Renter fails to timely hire security required by Agreement, Renter may still hold Event but not serve alcohol at Event.

Without limiting Renter and/or Caterer’s obligation to comply with all laws (as defined below) or authority of any governmental authority, including Wakarusa Police, the following applies to Event to which Renter agrees and acknowledges:

1. Alcohol may only be served from Doc Abel Pavilion and from no other location.
2. Alcohol may only be brought to or taken from Event by Caterer.
3. Alcohol shall be served to or consumed by guests over the age of 21 only.
4. No glass containers shall be used to serve, drink or consume alcohol.
5. Renter accepts all responsibility for Renter’s guests.
6. The Event is subject to inspection at any time by Wakarusa Police. Additionally, Wakarusa Police have right to shut down Event for non-compliance of rules, terms and conditions of Agreement whether related to alcohol or any other term or condition of Agreement.
7. Renter is responsible for making sure all guests are aware of above requirements.
8. Renter is responsible for the accuracy of number of people Renter represented in Agreement to attend Event.

CATERER

Signature

Printed Name

Date

FOR AND IN CONSIDERATION OF TOWN ALLOWING RENTER TO USE DOC ABEL PAVILION, RENTER, FOR RENTER AND RENTER'S DEPENDENTS, EXECUTORS, ADMINISTRATORS, HEIRS, LEGAL REPRESENTATIVES, SUCCESSOR AND ASSIGNS, HEREBY RELEASES TOWN, TOWN COUNCIL, WAKARUSA POLICE DEPARTMENT, DOC ABEL PAVILION COMMITTEE, WAKARUSA CHAMBER OF COMMERCE AND EACH OF THEIR RESPECTIVE BOARDS, OFFICERS, DIRECTOS, AGENTS AND EMPLOYEES (COLLECTIVELY, "RELEASED PARTIES") FROM AND FOR ANY AND ALL INJURY, DAMAGE, LOSS, LIABILITY, CLAIM, ACTION, DEMAND, CAUSE OF ACTION, COST, AND EXPENSE, INCLUDING, ANY ATTORNEYS' FEES, SUSTAINED OR INCURRED BY RENTER AND ANY OF RENTERS DEPENDENTS DURING THE EVENT, THE SET-UP OF EVENT OR CLEAN-UP OF EVENT OR RELATED IN ANY WAY TO DOC ABEL PAVILION OR EVENT, INCLUDING, BUT NOT LIMITED TO, ANY INJURY OR DAMAGE CAUSED BY NEGLIGENCE OF ANY OF RELEASED PARTIES. THE FOREGOING RELEASE SHALL SURVIVE THE CONCLUSION OF EVENT.

FOR AND IN CONSIDERATION OF TOWN ALLOWING RENTER TO USE DOC ABEL PAVILION, RENTER HEREBY AGREES TO INDEMNITY AND HOLD HARMLESS ALL OF RELEASED PARTIES FOR ANY AND ALL INJURY, DAMAGE, LOSS, LIABILITY, CLAIM, ACTION OR CAUSE OF ACTION, DEMAND, COST, AND EXPENSE, INCLUDING, ATTORNEY FEES, WHICH MAY OR HEREAFTER BE MADE, INSTITUTED, FILED, RECOVERED AGAINST OR INCURRED BY ANY OF RELEASED PARTIES AS A RESULT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ANY OF FOLLOWING: (I) EVENT, INCLUDING BUT NOT LIMITED TO, RENTER, RENTER'S DEPENDENTS, AND ANY GUEST OF RENTER, AND (II) ANY BREACH OR VIOLATION OF OR FAILURE TO COMPLY WITH ANY TERM OF THIS AGREEMENT BY RENTER OR RENTER'S GUESTS AT EVENT. THE FOREGOING INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS OF RENTER SHALL APPLY REGARDLESS OF A CLAIM OF NEGLIGENCE MADE AGAINST ANY OF RELEASED PARTIES AND SHALL SURVIVE CONCLUSION OF EVENT.

TOWN IS EXPRESSLY RELYING ON FOREGOING RELEASE AND INDEMNITY AND HOLD HARMLESS OBLIGATIONS OF RENTER IN ALLOWING RENTER TO HOLD EVENT AT DOC ABEL PAVILION.

Agreement is binding upon and shall inure to benefit of Renter and Town and their respective heirs, executors, administrators, legal representatives, successor and permitted assigns.

If Renter consists of more than one person, each person who is a party shall be jointly and severally liable for Renter's obligations pursuant to this Agreement.

Each person signing Agreement in a representative capacity on behalf of a party warrants and represents to each other party that such person has actual authority and power to so sign, and to bind such person's principal to the provisions of Agreement.

Renter shall not assign Agreement to any other person or entity without the prior written consent of Town, which may be withheld, delayed or conditioned for any reason.

The invalidity or unenforceability of any particular provision of Agreement shall not affect other provisions of Agreement. Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

No amendments, modifications, alterations, or additions to Agreement shall be binding unless made in writing and signed by the parties.

The failure to enforce a breach or violation of or failure to comply with rules, terms and conditions Agreement shall not be construed as a waiver of the right to enforce such breach, violation or failure at a later time or to enforce any other breach, violation or failure.

Agreement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by laws of State of Indiana.

Agreement constitutes entire agreement of parties, all prior negotiations and agreements, whether written or oral, having been merged into Agreement.

By signing Agreement, Renter (i) agrees and acknowledges that Renter has read and understands Agreement in its entirety, including, but not limited to, release and indemnity obligations and (ii) represents and warrants to Town that information provided by Renter to Town in Agreement is true and accurate in all respects.

Renter and Town have executed Agreement as of respective dates indicated below.

RENTER

TOWN OF WAKARUSA

Signature

Signature

Printed Name

Title

Date

Date

Signature

Printed Name

Date