HAMILTON COUNTY DEPARTMENT OF PARKS
AND RECREATION RULES AND REGULATIONS
FOR PUBLIC AND PRIVATE RENTAL
OF THE COOL CREEK NATURE CENTER

The following rules and regulations have been promulgated by the Hamilton County Department of Parks and Recreation for any person, group, corporate or other entity using the Cool Creek Nature Center's Auditorium. Strict adherence to these rules is required, and any request for a waiver of any rule must be made in writing. No wavier, change or amendment of these rules will be effective unless made in writing and signed by the Parks Department Superintendent or designate.

I. Rental Rates and Agreements

A. Contract of Usage:

1. A signed contract and damage deposit must be returned to the Nature Center Management staff no later than (2) weeks prior to rental date.

B. Damage Deposit – Refundable

1. The damage/cleanup deposit fee of $100.00 is required from all renters at the time the contract is signed. The damage deposit will be refunded if the renter has complied with all terms and provisions. The damage deposit is due no later than (2) weeks before the rental date unless otherwise agreed in writing.
2. **Cash, checks or money orders should be made payable to the Hamilton County Parks and Recreation Department (HCP&R)** and mailed or dropped off at 2000-1 E. 151st Street, Carmel, IN 46033. No credit cards are accepted.
3. Damage Deposits will be returned 30-60 days after rental date subject to the room's condition and any cleanup claims. These fees, if applicable, will be deducted from the damage deposit.

C. Rental Fees and Usage

1. Sales tax of 7% will be calculated to the overall rental price.
2. Rates for use during open hours*
   Auditorium : $75.00 first two hours/$25.00 each additional hour
   Auditorium all day*: $175.00

*Day rental fees are for official open hours of 10am – 5pm Mon.-Sat.
Sundays will be calculated at a 4 hour rental rate of $125.00.

3. Open hours of operation of the Cool Creek Nature Center are:
   Monday – Saturday: 10am - 5pm
   Sunday: 1pm - 5pm
   After hours are from 5pm - 10 pm

4. The room fee includes use of tables and chairs, the small kitchenette and renter/guest's use of the restroom facilities. Renters are required to bring their own supplies for the event (i.e. tablecloths, cutlery, utensils, coffeemaker, and the like.)
5. Cancellation Clause
    a. Rental fee and damage/cleanup deposit may be refunded on any cancellation made no later than two (2) weeks prior to the rental date. To cancel the contract, the Renter must call the Nature Center office (317-774-2500) and advise the Nature Center Management of the cancellation and make arrangements for the refund. If cancellation of the contract should occur in less than two (2) weeks prior to the rental date, the damage/clean up deposit may be retained by the Department.

D. Setup Policy

1. Renters are responsible for all setup.
2. Renters are allotted one hour (a half hour before the event begins and a half hour after the event ends) for setup and cleanup time. Anytime exceeding this hour could be charged to the renter at the rate of $25.00 per hour.

II. RULES AND REGULATIONS FOR USE OF FACILITY

A. Alcoholic Beverages, Controlled Substances and Fire Arms

1. No alcoholic beverages may be served, used, consumed or made available at this facility. A request for special permission to use champagne to toast a special occasion must be submitted in writing with the Rental Contract for the approval by the Superintendent and/or designate.
2. The use of drugs or controlled substances by any person not having a prescription for said drugs or controlled substances is forbidden.
3. No firearms and/or deadly weapons are permitted in the facility.

B. Fire Safety

1. Smoking of tobacco or any other combustible product is prohibited inside all Hamilton County Parks and Recreation facilities.
2. No lit candles (other than birthday cake candles or the like), votive/tea light, candelabra, torches, flares, fog machines or other such items are permitted inside the Nature Center building. Use of such votive/tea light, candles, candelabras, torches, flares or other related matters outside the building must be first obtained their written permission for use of such by the Superintendent and/or designate.
    a. Pursuant to the Hamilton County and State fire and safety codes, no doorways marked with an "EXIT" sign may be blocked for any reason.

C. Decorating

1. Walls
    a. No nails, tape, hooks, etc., shall be allowed in or on the walls of the building.
    b. Push pins and tape are permitted on the carpet panels in the auditorium.
2. Other Restricted Items
    a. No table confetti/sprinkles, silly string, or piñatas are permitted in the facility.
    b. Sport balls or other items capable of leaving holes in walls and windows are also restricted from use.
3. Tables and Chairs
    a. A renter may rearrange the tables and chairs in the rented facility to conform to their particular needs. Renters are responsible for all setup.
    b. No equipment is to be removed from the Nature Center without written permission from the Superintendent and/or designate.
    c. Any area after a completed rental left in a dirty, messy or unclean condition and requiring Park Department personnel to clean will be billed to the renter and may result in the non-refund of any security deposit.

D. Area Restrictions

1. Groups are restricted only to the room and area specified in the contract.
2. Children (persons under the age of 21) are not allowed in the storage room at anytime.
3. Children must be supervised when in the gallery area and restrooms of the Nature Center at all times.
4. Audio / Visual room and its equipment is off limits and prohibited from renters use.

E. Nuisance Restrictions

1. Any Renter intending to use a sound system or have a disc jockey in attendance must make their intention known prior to entering into the Rental Agreement. Use of any amplified sound system for playing of music or otherwise must be done so it is not a nuisance to other guests of the Nature Center and be coordinated with the Nature Center Management Staff. Renters must provide their own sound system.
2. No Renter may burn or cause any strong odor to be released in the Nature Center. No bright lights or strobes may be used, inside or out, without prior written permission of the Superintendent and/or designate.

F. Chaperones

1. Children or youth under the age of 21 must be chaperoned by adults over the age of 21. Names of the chaperones must be listed on the Rental Contract.
2. Children (persons under the age of 21) are not to be allowed in the

storage room at anytime. Children must be supervised when in the gallery area and restrooms of the Nature Center.

G. Designated Occupant Load

1. Auditorium will hold a maximum 140 people total and is 2,080 square feet in size.

H. Accessibility of Facility

1. The facility is accessible to those with disabilities requiring wheelchairs or other equipment aiding in movement.

III. CLEANUP POLICIES

A. Cleanup

1. After rental event, tables and chairs must be cleaned with soap and water. Return all tables and chairs to storage room unless specified by management. Renter is not responsible for cleaning up craft tables if used.
2. All groups using the facility must return the floors and equipment to the original state of cleanliness as they found it. The area must be swept/ vacuumed.
   a. Floors:
      1. Carpet: Please vacuum all dirty areas - vacuum is located in storage room.
      2. Linoleum: Please clean kitchenette floors with soap and water if anything is spilled. If a mop is needed, please notify the person at the front desk.
3. Trash Removal: All trash bags must be removed from containers, tied and placed in the trash dumpster outside the Center. Please do not drag trash while removing it. Replacement bags will be provided by HCP&R management or security.
   a. We ask that marked recycling containers should only include glass, cans, and plastic bottles. ***Food and other non-recyclables must not be placed in recycling containers.*** The HCP&R staff will be responsible for emptying containers marked "Recycle."

B. Refund of Damage Deposit

1. A damage deposit or cleaning deposit may be refunded if:
   a. The room is returned in good condition and vacuumed clean, no breakage or damage occurs, trash is removed, and if the rules and regulations controlling use of the building are not otherwise violated.
   b. Clean up must be to the satisfaction of the Nature Center's Management.
   c. Any additional time needed by HCP&R staff for excessive clean-up will be charged at a rate of $25.00 per hour and will be deducted from the damage deposit or cause the non-refund of any security deposit.
   d. Deposited damage deposit checks will be refunded within 30 – 60 days.

IV. MISCELLANEOUS PROVISIONS

A. Charging of Admission to the Nature Center

1. Charging of admission to the Nature Center is strictly prohibited by all persons.

B. Parking

1. It is possible that more than one (1) event may be ongoing at the Nature Center and renters are expected to share the parking areas. Additional parking is available in the designated parking lot and parking on the grass is prohibited when the ground is wet, soft or snow covered.

C. Holiday Scheduling

1. The Nature Center will not be available on most major scheduled holidays and some scheduled Hamilton County holidays.

D. Storage

1. No storage of renter or user's equipment or materials is allowed in the Nature Center.

E. Temperature control

1. We ask that you be conscious of our efforts to conserve energy, and your cooperation is appreciated. Control of the heat and air conditioning settings must be through the HCP&R Staff and/or security.

F. Problems with facility

1. If you experience any problems or difficulties with the building; please check with the staff or security on duty. You may also contact staff in this order: Chief Naturalist, Naturalists, Maintenance Supervisor, Assistant Superintendent, Superintendent.

G. Failure to Abide by Rules and Regulations

1. If a renter violates the Rules and Regulations governing the use of the Nature Center, or a renter's failure to pay the fees required, may result in the renter being barred from future use of the facility. In addition, should the Department be required to enforce the rules and regulations through civil or criminal litigation, the renter shall be responsible for the costs of the litigation, including reasonable attorney's fees, interest at the Indiana Judgment Rate and any other reasonable or necessary costs of collection or enforcement.

H. Suggestions

1. If you or someone in your group has a suggestion for improving the use of the building and grounds, please let us know by telephoning our Administration Office at 317-770-4400. With the return of your damage

deposit, you may receive a survey in order that we may provide better services to you in the future.
Thank you for using the Cool Creek Nature Center. We appreciate your adherence to these rules and regulations.

I. Release and Waiver

1. In consideration of the permission granted me by Hamilton County thru its Parks and Recreation Department, to the related rental, event and activity; I, the Undersigned for myself, my heirs, guests, assigns and Administrators, hereby release, waive and forever discharge the Hamilton County Parks and Recreation Department and its agents, officers and employees from all claims and demands, actions and causes of action, damages, losses and liabilities, costs, expenses and compensation on account of death or the injury to my person or property and any and all known and unknown, foreseen and unforeseen damages and consequences thereof caused by or arising out of participation in this activity or event.
2. I certify and warrant that I am in good physical condition and able to participated in the agreed usage and agree to do so at my own risk.
3. I have carefully read the foregoing release and waiver and know the contents thereof and have signed the rental contract as my own free act.
4. This release and waiver section contains the entire agreement between the terms of this release and waiver are contractual and not a mere recital.
5. I expressly agree that this release and waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Indiana, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

J. Rental rates, terms and rules may be reviewed and amended annually.

ACKNOWLEDGMENT OF RULES AND REGULATIONS

The undersigned have read the foregoing and agree to be bound by and acknowledge receipt of the rules and regulations.

Responsible Party (s):

Date:_____ Signature:_____

Name Printed:_____

Damage deposit will be mailed to this Address:

_____
_____
_____

Administration use only:

Date of Rental:_____
Time of Rental:
Setup Time:_____
Begin:_____
End:_____
Clean up by:_____
Contact:_____
Phone Number:_____
Confirmation Number:_____
Notes/Special Concerns:_____
_____
_____
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