AGREEMENT

for the use of

Hamilton County Parks and Recreation Facilities

Osprey Pointe Pavilion at Morse Park and Beach

The following rules and regulations have been promulgated by the Hamilton County Parks and Recreation Department for any person, group, corporate or other entity using the Morse Park Osprey Pointe Pavilion. Strict adherence to these rules is required, and any request for a waiver of any rule must be made in writing. No waiver, change or amendment of these rules will be affected unless made in writing and signed by the Parks Department Superintendent or designate.

ARTICLE I
RENTAL RATES AND AGREEMENTS

A. Contract of Usage:

1. Non-alcohol consumption
   A signed contract and damage deposit must be returned to the Hamilton County Parks and Recreation (HCP&R) staff on the date of reserving the Osprey Pointe Pavilion. Failure to do so will result in a loss of the reservation date.
2. Alcohol beverage consumption
   A signed contract, damage deposit, and liquor license (See Alcoholic Beverage Section) must be returned to the Hamilton County Parks and Recreation (HCP&R) staff on the date of reserving the Osprey Pointe Pavilion. Failure to do so will result in a loss of the reservation date.

B. Damage Deposit (Refundable)

1. The damage/clean up deposit fee of **$100.00 (without alcohol)** or **$400.00 (with alcohol)** 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 for no alcohol ($100) will not be refunded if alcohol is present during rental. The damage deposit is due the date of making the reservation. Failure to pay the damage deposit within this time period will result in a loss of the reservation date.
2. Cash, checks or money orders should be made payable to:
   Hamilton County Parks and Recreation Department (HCP&R)
   mail or delivered to:
   15513 South Union Street
   Carmel, Indiana 46033
3. Damage deposits will be returned 30-60 days after rental date subject to the facility's condition and any clean-up claims. The clean-up or repair fees, if applicable, will be deducted from the damage deposit.

C. Rental Fees and Usage

1. Transaction fees will be calculated to the overall rental price.
2. The deposit, full payment, signed contract, and insurance form (if necessary) are all **due within 10 days of phone call to hold the date**. Make all checks payable to **Hamilton Count Parks and Recreation Department (HCP&R)**. Please send the information bundle to our administration office at:
   15513 South Union Street
   Carmel, IN 46033
3. **The deposit and the payment checks must be written out on 2 separate checks.**
   <u>Combined checks will not be accepted.</u>
4. <u>Hamilton County Resident: (7% sales tax is included in Rental Fee)</u>
   $160.50 for 4 hours, a 4 hour minimum is required.
   $42.80 each additional hour
5. <u>Non-Resident of Hamilton County: (7% sales tax is included in Rental Fee)</u>
   $240.75 for 4 hours, a 4 hour minimum is required.
   $42.80 each additional hour
6. The room fee includes use of: 20, 6ft rectangular tables, 100 standard sized chairs, a small kitchenette which includes a microwave, garbage disposal, and full size refrigerator, and renter/guest's use of the male and female restroom facilities.
7. The facility shall be rented twice daily with an hour and a half between rentals.

8. Cancellation Clause
    i. Rental fee and damage/clean up deposit may be refunded on any cancellation made no later than two (2) full weeks prior to the rental date. To cancel the contract, the renter must call the Administration Office at 317-770-4400 and advise the staff of the cancellation and make arrangements for the refund. If cancellation of the Contract should occur in less than two (2) full weeks prior to the rental date, the damage/clean up deposit may be retained by the Department.

D. Setup and Cleanup Policy
1. Renters will incur the hourly fee of $42.80, if setup and cleanup takes longer than your scheduled time. Refer to Cleanup Section for more information about cleanup procedures.

ARTICLE II
RULES AND REGULATIONS FOR USE OF FACILITY

A. Alcoholic Beverage, Controlled Substances and Fire Arms
1. A **$400.00** damage deposit is required at time of reservation, if there will be serving of alcoholic beverages, which will be refunded (see refund section). Alcoholic services **catered** are required to provide a copy of their liquor license and proof of insurance **two (2) full working weeks prior** to rental. Alcohol provided by **renter** is required to provide a host liquor liability insurance certificate from either homeowner's or renters insurance naming **Hamilton County Parks and Recreation Department as additional insured** the same day of making a reservation of the facility. If individuals are bringing their own alcohol or none is being served, no insurance is required.
2. **Only canned beer and wine are allowed at this facility. NO hard liquor permitted or kegs.**
3. The use of drugs and controlled substances by any person not having a prescription for said drugs or controlled substances is forbidden.
4. Fire arms and/or deadly weapons are prohibited at this 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 cakes or the like), votive/tea light, candelabra, torches, flares, fog machines or other such items are permitted** inside the facility. Use of such votive/tea lights, candles, candelabras, torches, flares or other related matters outside the building must first obtain written permission for usage by the Superintendent and/or designate.
    I. 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
    I. No nails, hooks, tacks, etc., shall be allowed in or on the walls of the building.
    II. Tape is permitted on walls.
2. Other Restricted items
    I. No table confetti/sprinkles, silly string, or piñatas are permitted in the facility.
    II. Sport balls or other items capable of leaving holes in walls and windows are also restricted from use.
    III. No type of party confetti is permitted.
3. Tables and Chairs
    I. A Renter may rearrange the tables and chairs in the rented facility to conform to their particular needs.
    II. No equipment is to be removed from the facility without written permission form the Superintendent and/or designate.
    III. Any area after a completed rental left in a dirty, messy or un-cleaned condition and requiring Park Department personnel to clean will be billed to the Renter and may result in the non-refund of the damage deposit.
4. Area Restrictions
    I. Groups are restricted only to the room and area specified in the contract.
    II. Children (individuals under the age of 21) are not to be allowed in the storage and utility rooms.
    III. Children must be supervised at all times.
5. Nuisance Restrictions
    I. Any Renter intending to use a sound system or have a disc jockey in attendance must make their intention know prior to enter into the Rental Contract. Use of any amplified sound system for playing of music of otherwise must be done so it is not a nuisance to other guests of the park and be coordinated with the HCP&R staff. Renters must provide their own sound system.

II. No Renter may burn or cause any strong odor to be released in the facility. No bright lights or strobes may be used, inside or out, without prior written permission of the Superintendent and/or designate.

6. Chaperons
   I. Children or youth under the age of 21 must be chaperoned by adults over the age of 21. Names of the chaperons must be listed on the Rental Contract.
7. Hours of Operation and Rentals
   I. No rental activity may be earlier than 6am and later than 11:59pm. This includes cleanup of the facility.
   II. Osprey Pointe Pavilion is subject to County Holidays. See Holiday schedule regarding facility closing dates.
8. Security Clause
   I. Renters of this facility will be supplied a staff and/or security representative by the Hamilton County Parks and Recreation Department. This person will be able to assist in location of tables, chairs, restroom, kitchen, and provided supplies as stated in the rental contract. This person is available for any emergencies and trouble with the facility.
9. Designated Occupant Load
   I. Auditorium will hold a maximum100 people total. Groups of more than100 are not permitted.
   I. 37' x 43' in size
   II. 1591 square feet
10. Accessibility of Facility
   I. The facility is accessible to those with disabilities requiring wheelchairs or other equipment aiding in movement.

ARTICLE III
CLEAN-UP 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.
2. All groups using the facility must return the floors and equipment to the original state of cleanliness as they found it. The entire area must be swept.
3. Floors: Soiled, stained or dirty areas must be swept and/or wet mopped. Mopping and sweeping supplies may be obtained from the HCP&R staff or security.
4. Trash Removal: Containers provided by the HCP&R staff for all waste paper, food waste, etc. in all areas used, including restrooms, kitchen and outside areas must be cleaned. All trash bags must be removed from containers, tied and placed in the trash dumpster outside the facility.
5. Renters are requested to turn off all inside lighting before leaving the premises.
6. 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.
7. 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:
   I. The room is returned in good condition, 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.
   II. Clean up must be to the satisfaction of the HCP&R staff. (Note: Deposited damage deposit checks will be refunded within 30-60 days, not onsite).
   III. Any additional time needed by HCP&R staff for excessive clean-up will be charged at a rate of $42.80 per hour and will be deducted from the damage deposit or cause the non-refund of the security deposit.

ARTICLE IV
MISCELLANEOU PROVISIONS

A. Charging of Admission

1. Charging of admission of schedules events should be only on a pre-registration basis. Events such as classes and workshops are permitted. Use of this facility that would charge an on sight registration or admission by general public/visitors of the park is prohibited.

B. Parking

1. It is possible that more than one (1) event may be ongoing at the facility 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. Osprey Pointe Pavilion will not be available on some major scheduled holidays and some scheduled Hamilton County holidays. Check with the HCP&R Staff to be certain of the holiday schedules.

D. Storage
1. No storage of renter or user's equipment or material is allowed in the facility beyond the rental time of the Contract.
2. Overnight storage of supplies will be charged at $42.80 pending on the approval of the Superintendent and/or designate.

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 conditionings 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: 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 facility or there is a failure to pay the fees required, the renter may be 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. This would include 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 calling our Administrative 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 Osprey Pointe Pavilion. We appreciate your adherence to these rules and regulations.

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

Allen Patterson
Park Superintendent

Emergency Numbers

If no one has arrived at the facility for your event, please contact:

Steve Thorpe	317-213-2013 (h) 317-366-4569 (m)
Emergencies	911

Maintenance Emergencies

Sean Schnaiter	317-714-7094 (m) 317-578-7857 (h)

(If not available contact the staff below)

Facility and Rental Emergencies:

Chris Stice	317-714-7082 (m) 317-815-8828 (h)
Al Patterson	317-714-7088 (m) 317-574-9647 (h)
Tawny Amburgey	317-509-3754 (h)
Amanda Smith	317-714-7144 (m) 317-867-5352 (h)

Updated March 16, 2009

Morse Park Osprey Pointe Pavilion Permit Request Form

Name of Group or Event:	Date Submitted:
Submitted By:	Federal ID or Drivers License Number Required:
Phone Number:	E-Mail Address:
Street Address:	City/State/Zip Code:

Event Description

Purpose of Event:		
Date of Rental:	Time of Rental Begin:	Time of Rental End:
Cater Name:	Contact Name:	Contact Phone Number:
Alcohol:	Liquor License Number:	Sent License Information to Office:
Notes / Special Concerns:		
☐ (Please Initial) I have read and agree to abide by all rules and regulations in AGREEMENT pertaining to this rental.		
Date:	Signature:	

Any additional comments or request, please attach appropriate paperwork.

It is understood that no person, group, or organization has any vested right to the exclusive use of park property. The use of all/any park property is subject to availability and approval by the Hamilton County Parks and Recreation Department and are subject to the policies, rules, regulations, and guidelines of the Hamilton County Parks and Recreation Department. All requests and paperwork related to it must be received by the Hamilton County Parks and Recreation Department within 10 days of reserving the date.

It is understood that the Hamilton County Parks and Recreation Department sponsored activities have priority over all other activities in using park facilities and this permit is subject to cancellation in the event of an emergency. If a special use permit is granted, the users agree to be responsible for any accidents or injuries sustained by any person attending or participating in the program or activity at the park, and to be responsible for the replacement in case any damage or loss is incurred. All users agree to adhere to the rules, applicable federal, state, and local laws and any specific guidelines outlined in the special use permit. The hereby signer acknowledges receipt of the rules.

Departmental Use Only

Information Received On:	Amount Due:	Receipt Number:	Check Number of Damage Deposit: