

A G R E E M E N T

for the use of

Hamilton County Parks and Recreation Facilities

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 facilities. 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 Director or designate.

ARTICLE I RENTAL RATES AND AGREEMENTS

A. Contract of Usage:

1. Agreement;

Reservation booking is done online through the Hamilton County Parks & Recreation website. Payment and signed (online) contract is due at the time of booking. For all other park rentals, a signed permit and rental fee and Certificate of Insurance must be returned to the Hamilton County Parks and Recreation (HCP&R) staff on the date of reserving facility. Alcoholic beverage consumption (only permitted at Osprey Pointe Pavilion) A Certificate of Insurance, permit through the Indiana Alcohol and Tobacco Commission, and licenses from caterer/bartender are all due 14 days prior to rental date. Failure to do so will result in a loss of the reservation date. Beer and wine only. No kegs, hard liquor. Alcohol must be provided by renter or caterer/bartender.

B. Damages

1. Damages/cleanup will be billed/invoiced to the renter if the renter has not complied with all terms and provisions. Damage invoice will be mailed within 60 days after rental. Failure to pay damage invoice within stated time period may result in extra fees.

C. Rental Fees and Usage

Osprey Pointe Pavilion	
Hamilton County Resident Rate:	\$40/hour
Non-resident Rate	\$56.25/hour

- Prices do not include tax
- Maximum Capacity: 99
- Rental rates include an on-site security guard and use of all tables and chairs
- 4-hour minimum rental
- Alcohol permitted with notice at time of contract, and Certificate of Insurance (no hard alcohol, kegs, or glass bottles)
- Use of designated tables and chairs

Cool Creek Nature Center Auditorium	
Facility Rental Rate:	\$100 for 3 hour minimum
Non-resident Rate:	\$175 for 3 hour minimum
Additional Hours	\$40

- Price does not include tax
- Business Hours: Monday – Saturday 10 am – 5 pm & Sunday 1 – 5 pm
- Rental Hours: Monday – Saturday 9 am – 5:30 pm & Sunday 12:30 – 5:30 pm
- Maximum capacity: 99
- Alcohol is prohibited
- Use of designated tables and chairs

- A.** Transaction fees will be calculated to the overall rental price.
- B.** Full payment and waivers through website are all **due at the time of booking**. If paying with a check, make all checks payable to **Hamilton County Parks and Recreation Department (or) (HCP&R)**. Please send all the proper information and payments to:

For Osprey Pointe Pavilion:
Administration Office
400 Lafayette Road
Noblesville, IN 46060

For Cool Creek Nature Center Auditorium:
Cool Creek Nature Center
Attn: Rental Coordinator
2000-1 East 151st Street
Carmel, IN 46033

C. Osprey Pointe Pavilion Rentals:

- I. 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.
- II. The facility shall be rented twice daily with a half an hour between rentals.
- III. Cancellation Clause
 - i. Rental fee may be refunded on any cancellation made no later than 60 days prior to the rental date to receive a refund minus the sales tax. 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.
 - ii. If you wish to change your reservation times, we will need a two weeks' notice prior to your rental date. Departmental approval/authorization is required. Approval is not guaranteed.
- IV. Set-up and Cleanup Policy
 - i. Renters must include their set-up and clean-up time in their rented hours. The renter will incur an hourly fee of \$42.80, if set up and cleanup takes longer than your scheduled time. Refer to cleanup section for more information about cleanup procedures.

D. Cool Creek Auditorium Rentals

- I. The room fee includes the use of approximately 20, six-foot rectangular tables, 100 standard size chairs, small kitchenette which includes a microwave, refrigerator, and renters/guests use of the male and female restroom facilities.
- II. Cancellation Clause
 - i. Rental fee may be refunded on any cancellation made no later than 60 days prior to the rental date to receive a refund minus the sales tax. To cancel the contract, the renter must call the Cool Creek Nature Center at 317-774-2500 and advise the staff of the cancellation and make arrangements for the refunds.
 - ii. If you wish to change your reservation times, we will need a two weeks' notice prior to your rental date. Departmental approval/authorization is required. Approval is not guaranteed.
- III. Set-up and Clean Up Policy
 - i. Renters must include their set up and clean up time in their rented hours. The renter will incur an hourly fee of \$42.80, if set up 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 Hunting

- I. The use of drugs and controlled substances by any person not having a prescription for said drugs or controlled substance is forbidden at all HCP&R facilities.
- II. Hunting, open fires, and fireworks are **not** allowed on any Hamilton County Parks and Recreation facilities.

III. **For Osprey Pointe Pavilion only**, alcohol can be provided by the renter or a caterer/bartender. All rentals with alcohol. Alcoholic services that are catered are required to provide a copy of their liquor license, an alcohol permit from Indiana ATC and proof of insurance **two (2) full working weeks prior** to rental. Alcohol provided by **renter**, are required to provide a host liquor liability insurance certificate from either homeowner's or renter's insurance or from event insurance companies (such as <https://www.theeventhelper.com/> or <https://www.markelinsurance.com/>) naming **Hamilton County Parks & Recreation as additional insured two (2) full working weeks prior to rental and an Indiana ATC alcohol permit**. If no alcohol is being served, no insurance or permit is required.

- 1 **Only canned or boxed beer and wine are allowed at the Osprey Pointe Pavilion.**
- 2 **NO hard liquor or kegs permitted. (NO glass bottles are allowed for Osprey Pointe Pavilion.)**

B. Fire Safety

- I. Smoking of tobacco or any other combustible product is prohibited inside all Hamilton County Parks and Recreation facilities.
- II. **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 facilities. 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 Director and/or designate.
- III. 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

I. Walls

- 1 No nails, hooks, tacks, etc., shall be allowed in or on the walls of the building. Thumb tacks or Velcro can be used on the carpet panels in the (Cool Creek Nature Center Auditorium only.)
- 2 Tape (masking or painters only) or command hooks are permitted on walls.

II. Setup

- 1 **Renters oversee their own set-up, breakdown, and clean up.**
- 2 Renters must include their set up and clean up time in their rented hours. The renter will incur an hourly fee of \$42.80 if set up and cleanup takes longer than scheduled time.

III. Other Restricted Items

- 1 No table confetti/sprinkles, silly string, or piñatas are permitted in the facilities.
- 2 Sport balls or other items capable of leaving holes in walls, shades, or windows are restricted from use
- 3 No type of party confetti is permitted.
- 4 Bounce house use must be reported to the department at the time the contract is signed and only be used with a Certificate of Insurance from the renter or bounce house provider that names Hamilton County Parks and Recreation Department as an additional insured.

IV. Tables and chairs

- 1 A renter may rearrange the tables and chairs in the rented facility to conform to their particular needs.
- 2 No equipment is to be removed from the facility without written permission from the Director and/or designee.
- 3 Any area after a completed rental left in an un-cleaned condition and requiring Park Department personnel to clean, will be billed to the renter and may result in damage fees.

V. Area Restrictions

- 1 Groups are restricted only to the room and area specified in the contract.
- 2 Children (individuals under the age of 21) are not to be allowed in the storage and utility rooms.
- 3 Children must be supervised at all times.

VI. 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 the rental contract. Use of any amplified sound system for playing of music or otherwise must be done so that it is not a nuisance to other guests of the park and or facility and must be coordinated with the HCP&R staff. Renters may provide their own sound system or use the system provided. (Osprey Pointe Pavilion only)
- 2 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 Director and/or designate.

VII. Chaperones

- 1 Children or youth under the age of 21 must always be chaperoned by adults over the age of 21. Names of the chaperones must be listed on the rental contract.

VIII. Hours of Operation and Rentals

- 1 No rental activity may be earlier than 6:00 am or later than 11:59 pm at the Osprey Pointe Pavilion and no earlier than 9:00 am or later than 5:30 pm at the Nature Center Auditorium. This includes cleanup of the facility.
- 2 Facilities may be subject to close on county holidays. See holiday schedule regarding facility closing dates.

IX. Security Clause

- 1 Renters of Osprey Pointe Pavilion will be supplied a security representative by the Hamilton County Parks and Recreation Department. This person will be able to assist in location of tables, chairs, restrooms, kitchen, and provided supplies as stated in the rental contract. This person is available for any emergencies or trouble with the facility during rental.

ARTICLE III CLEANUP POLICIES

A. Cleanup

- I. After rental event, tables and chairs must be cleaned with soap and water. Return all tables and chairs to storage room (when provided).
- II. Restroom must be cleaned.
- III. All groups using the facility must return the floors and equipment to the original state of cleanliness as they found them. The entire area must be swept.
- IV. 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.
- V. Trash Removal: Containers provided by the HCP&R staff for all wastepaper, 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. **Put new trash bags in the trash cans after trash removal.**
- VI. Renters are requested to turn off all inside lighting before leaving the premises.
- VII. We ask that marked recycling containers should only include empty glass, cans, and plastic bottles. Food and other nonrecyclables must not be placed in recycling containers.
- VIII. The HCP&R staff will be responsible for emptying containers marked "Recycle"

ARTICLE IV MISCELLANEOUS PROVISIONS

A. Charging of Admission

1. Charging of admission of scheduled events should be only on a pre-registration basis. Events such as classes or workshops, etc. are permitted. Use of this facility that would charge an on-site fee for registration or admission by general public/visitors of the park is prohibited, unless written request is submitted at the time of booking. This would require approval by the HCP&R Director or Designee.

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. Parking on the grass is prohibited when the ground is wet, soft or snow covered.

C. Holiday Scheduling

1. All park facilities for rent will not be available on some major scheduled holidays: Christmas Day, Thanksgiving, and New Year's Day. 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

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 the emergency numbers listed below.

G. Failure to Abide by Rules and Regulations

1. If the 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. Thank you for using HCP&R. We appreciate your adherence to these rules and regulations.

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

Chris Stice, *Park Director*

Emergency Numbers

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

Administrative Office	
Monday – Friday from 8 AM – 4:30 PM	317-770-4400
Extreme Emergencies	911
<u>Facility and Rental Emergencies</u>	
APEX Security Management	317-222-3765
On Call Staff	317-448-7691
Amanda Smith (<i>Nature Center Only</i>)	317-714-7144



Facility Permit Request Form

Facility/Park Requesting:	Date Submitted:
Submitted By:	Federal ID or Driver's License Number <i>Required</i> :
Phone Number:	E-Mail Address:
Street Address:	City/State/Zip Code:

Description

Purpose of Event:		
Date(s) of Rental:	Time(s) of Rental Begin:	Time(s) of Rental End:
Alcohol (Only at Osprey Pointe Pavilion): License information sent to Parks	<input type="checkbox"/> <input type="checkbox"/>	Liquor License Number:
Notes / Special Concerns:		
<input type="checkbox"/> (Please Initial) I have read and agree to abide all rules and regulations pertaining to this rental.		
Signature:	Date:	

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/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 14 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. 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. **I fully assume all of the risks associated with participants and participation in the Program, including the possibility of COVID-19 (or the novel coronavirus) community spread.**

Departmental Use Only

Information Received On:	Amount Due:	Receipt Number:
Space Available: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Request approved and granted as requested <input type="checkbox"/> Request approved subject to conditions, see attached.		<input type="checkbox"/> Denied Explanation: Date:
Approved By:	Date:	
Notes:		