

## **Daily Room Rental Agreement**

***Please review the following information carefully. Sign, initial and return to the Trafalgar Town Hall in person, scan via email to [utilitybilling@townoftrafalgar.in.gov](mailto:utilitybilling@townoftrafalgar.in.gov) or mail it to Town of Trafalgar, PO Box 57 Trafalgar, IN 46181.***

- Rental Fee- \$160 (Inside Trafalgar town limits resident fee \$145)
- During your event, do not block any roadways, or parking areas with vehicles. Use only designated parking areas. All vehicles in violation of this section will be towed at owner's expense.
- Make sure all beverage stands, coolers, etc. are not leaking if they are indoors.
- No open flames allowed. No outside cooking equipment is allowed (personal grills, deep fryers, etc.) indoors. All cooking equipment should be kept at a minimum of ten (10) feet from any building.
- No amplified music is allowed outside without prior written approval from the town.
- All persons under the age of eighteen (18) must be supervised at all times.
- Pets are **NOT PERMITTED**. Service Animals are welcome.
- Alcohol is **NOT PERMITTED**.
- All tables and chairs must remain inside the building, taking them outside is **NOT permitted**.
- Inflatables (Bounce Houses, slides, etc.) and other carnival/festival items are **NOT permitted**.
- Water features, sprinklers, slides, dunk tanks or any item that requires excessive town resources are **NOT permitted**.
- Tents larger than 10x10 cannot be erected or placed on town property without prior written approval (min. 1 week prior) from the town hall. Tents should be anchored by weights only. Stakes or rods of any kind are strictly prohibited due to underground facilities. Tents larger than 199 sq. ft. are subject to inspection by the Fire Chief.
- No **SUBLEASING** or assigning rights to use the space to any other party not listed on this Agreement. The applicant may not charge an admission fee for an activity or event without prior written approval by the Town; voluntary donations may be solicited (e.g., purse bingo).
- Do not sit on the kitchen countertops.
- The renter **WILL NOT** contact any neighboring facilities on behalf of the town. The property lines are listed below on the map.
- There is **NO SMOKING** on town property. E-Cigarette use is not allowed inside of the building.
- Clean up after your event. Sweep, vacuum, mop if needed. Return all chairs and tables to storage locations. Cleaning supplies are provided under the cabinet in the kitchen. A cleaning list is posted in each room as a reminder. All cleaning **MUST** be completed the same day of your rental. Any property or items left in the facilities will become property of Town of Trafalgar and may not be returned.

- Rental hours are from 9AM-9PM. If available, you may set-up the night prior to your event. The early set-up fee is \$60 and you must not enter the building until 3:00pm the day prior to your event as long as the space is not rented. If you are caught entering the building prior to 3:00pm the full \$160 room rental fee will be assessed. Any violation of the rental hours will result in the forfeiture of the entire damage deposit. Returned check fees (NSF) will incur an additional \$25.00.
- Please leave the trash inside the cans provided. Do not put liquids into the trash cans.
- **NO STAPLES, NAILS, OR DUCT TAPE.** Thumb tacks are only acceptable on outside posts, but not on the buildings or anywhere inside. Scotch tape may be used, but all traces must be removed before leaving. Ceiling tiles are not to be altered or moved in any way. This includes tucking streamers and other decorations inside.
- Make sure that any windows and doors are shut and locked when you leave the facility.
- **Remove ALL SIGNS, BALLOONS, BANNERS, etc. from town property. Materials found after your event will result in a minimum \$25 fee per item left.**
- All personal property placed in or around the town's property/community center shall be placed at the sole risk of the owners of the personal property.
- If, upon inspection, the facility is found in damaged or unsatisfactory condition, or if the key not returned within 24 hours of the close of your rental, Town of Trafalgar will bill to the renter. The renter will be financially responsible for all damage costs. Additional cleanup/damage is charged at a rate of \$25 per hour per employee, plus expenses as necessary to restore or repair the facility.
- **Compliance to Applicable Law.** The requested use of the town facility shall, at all times, comply with all applicable federal, state, and local laws and regulations and must not be injurious to the public health, safety, or general welfare. By submitting this form, the applicant expressly agrees that the proposed event will not include engagement in expressive speech or activity that: (i) tends to incite immediate breach of the peace; (ii) constitutes serious expression of an intent to commit an act of unlawful violence towards a particular individual or group; (iii) is obscene or constitutes public indecency under state law (IC 35-45-4-1); (iv) exposes minors involuntarily or without the consent of the minor's parent or guardian to any conduct or activity that is sexually explicit because the average person, applying contemporary adult community standards, would find, with respect to minors, the conduct or activity is designed to appeal or pander to the prurient interest, depicts or represents, in any manner patently offensive with respect to minors, an act or simulated sexual act, sexual conduct, lewd exhibition of genitalia, and/or sexual conduct as defined in IN 35-49-1-9, and, taken as a whole, lacks serious literary, artistic, political or scientific value for minors.
- **Right of Refusal or Revocation:** the town reserves the right to deny or revoke any request to use the town's property for any of the following reasons: (i) the proposed event will substantially or unnecessarily interfere with traffic in the affected area; (ii) the concentration of persons, animals, vehicles, or things at the assembly will prevent proper fire, police, and ambulance service; (iii) the applicant has on prior occasions made material misrepresentations regarding the nature or scope of a previously held event; (iv) this application is not fully completed and signed; (v) the applicant has not tendered all required submission materials, including without limitation any fees or deposits; (vi) the applicant has damaged town property on previous occasions and has not paid in full for such damage, or has other outstanding and unpaid debts to the town; (vii) the requested event evidences a risk of injury or damage to town property; (viii) the proposed event poses a risk of unreasonable

danger to the health or safety of the public; or (ix) the applicant indicates that the proposed event will include activity not in compliance with all applicable laws and regulations.

- **WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION.** The undersigned applicant agrees and understands that the Town of Trafalgar and/or the Trafalgar Department of Redevelopment is furnishing only the opportunity to utilize the town's property 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 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 or death, damage or loss from whatever causes that may arise from the approved usage of such town property, and agree to assume all risks in connection with the use of the town's property. The undersigned and all participants forever release and hold harmless the Town of Trafalgar, Indiana, and the Trafalgar Department of Redevelopment their employees, officers, officials and agents, and waive any and all causes of action against the Town of Trafalgar and the Trafalgar Department of Redevelopment, their 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 the town's property. I have been advised of the possible injury, damage or loss that may occur from the utilization of the town's property, and hereby agree to indemnify, defend and hold harmless the Town of Trafalgar and the Trafalgar Department of Redevelopment, their 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 the town's property. I furthermore hereby agree to indemnify the Town of Trafalgar and the Trafalgar Department of Redevelopment, their 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 the town's property. I will not institute any action or suit of law or in equity against the Town of Trafalgar or the Trafalgar Department of Redevelopment, their officers, agents, officials and employees as a result of any activities resulting from the use of the town's property. I hereby grant permission to the Town 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 Town 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 Town of Trafalgar and the Trafalgar Department of Redevelopment from any claim for damages of any kind arising out of the use or publication of said photographs.

Applicant will be responsible for all costs of staff clean-up after the event, as determined necessary by the Town of Trafalgar and will be charged with \$25 per hour per employee, plus expenses as necessary. Applicant further understands that failure to pay these costs within thirty (30) days of the close of the event may subject them to additional legal action to collect all amounts due, and that applicant will be responsible for any expenses incurred by Town of Trafalgar as a cost of collection of these fees, including but not limited to court costs and reasonable attorney's fees.

**Please review the following information, initial, sign, and return to the Trafalgar Town Hall.**

	Initials of Applicant
I understand that rental fees are non-refundable.	
I understand that if there is a cancellation, I will be issued a credit to use at another time. *	
I hereby agree to indemnify and hold the Town of Trafalgar and the Trafalgar Department of Redevelopment harmless pursuant to the terms of this Agreement.	

**\*In the event of a public safety emergency, declaration, etc.; rentals may be canceled or rescheduled due to federal, state or local guidelines. If renter cancels the event, the town hall must be notified 72 hrs. in advance to receive a credit.**

By signing below, I am agreeing to all the terms and conditions of this Agreement and have read and understand all of its contents and addendums. I also agree to the rules and conditions above and am responsible for everyone in my event abiding by them.

Applicant (Printed)		Date of Rental	
Contact Phone number		Applicant Address	
Signature		Date	

**For Office Use Only**

**Today's Date: \_\_\_\_\_**

Amount of Payment Received: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

Check # \_\_\_\_\_ Cash

