

## WHITE COUNTY 4-H COMMUNITY BUILDING RENTAL RULES AND POLICIES

The White County Agricultural Association, Inc is pleased to offer the community building on the White County 4-H Fairgrounds for use by the general public.

**Those individuals who utilize the community building at the White County 4-H Fairgrounds are asked to treat the building with extreme care and leave it in as good as condition as it was found. Therefore, the White County Agricultural Association, Inc has established the following rules and policies governing the use of the building on the 4-H Fairgrounds. By signing the contract, you are agreeing to follow the rules and policies that follow.**

1. Rental arrangements are to be made by calling the White County Extension Office at 219-984-5115, Monday – Friday, 8:00 am – 4:00 pm. Rent money and signed contract are due at the time of scheduling for said date. Certificate of Insurance is due 30 days prior to rental date. Damage deposit fee is to be paid 14 days prior to rental date. Arrangements need to be made with the White County Extension Office to schedule time to unlock the building. All refunds, if entitled, will be issued a minimum of 15 days after completion of rental and/or proper cancelation. In case of booking cancelations, the White County Extension Office should be notified immediately.

### FEE SCHEDULE

#### (DAMAGE DEPOSIT EQUAL TO RENTAL AMOUNT UP TO \$200.00)

|                        | FOR PROFIT ORGANIZATION |              | APPROVED NON-PROFIT ORGANIZATION OR INDIVIDUAL |              |
|------------------------|-------------------------|--------------|--|--------------|
| WEEKEND                | Without Alcohol         | With Alcohol | Without Alcohol                                | With Alcohol |
| North and South Ends   | \$300.00                | \$500.00     | \$200.00                                       | \$250.00     |
| North End with Kitchen | \$200.00                | \$300.00     | \$100.00                                       | \$150.00     |
| South End with Kitchen | \$200.00                | \$300.00     | \$100.00                                       | \$150.00     |
| WEEKDAY                | Without Alcohol         | With Alcohol | Without Alcohol                                | With Alcohol |
| North and South Ends   | \$100.00                | \$200.00     | \$50.00  | \$100.00     |
| North End with Kitchen | \$75.00                 | \$125.00     | \$50.00  | \$100.00     |
| South End with Kitchen | \$75.00                 | \$125.00     | \$50.00  | \$100.00     |

COMMUNITY BUILDING FACILITIES TO BE RENTED:

#### Rental Refund Adjustments

- Weekday Rentals: Full rental amount will be refunded if canceled at least 5 days prior to rental date. 50% of rental amount will be refunded if canceled less than 5 days prior to rental date.
  - Weekend (Friday, Saturday, Sunday) Rentals: Full rental amount will be refunded if canceled at least 90 days prior to the rental date. 50% of rental amount will be refunded if canceled at least 60 but less than 90 days prior to rental date. No refund will be issued if canceled less than 60 days prior to rental date.
2. **Insurance:** The renter will provide a Certificate of Liability Insurance to the White County Agricultural Association, Inc. ***If alcohol is not being served***, proof of minimum liability coverage of \$1,000,000 per occurrence must be provided at least 30 days prior to the rental date. ***If alcohol is being served***, proof of

minimum liability coverage of \$2,000,000 per occurrence, including liquor liability coverage, must be provided at least 30 days prior to the rental date. White County Agricultural Association, Inc. must be named as an additional insured with respect to liability, and liquor liability if applicable, on a primary and noncontributory basis. Policy must provide that coverage will not be cancelled or materially changed without 30 days' written notice to the additional insured. In the event that proof of the required insurance coverage is not provided within the specified timeframe, the rental contract becomes null and void with forfeiture of the deposit.

3. **At least two weeks prior to the rental date, renter will make arrangements with the White County Extension Office to access the building on the day of the event.** Custodial staff will unlock and lock the building at the agreed upon times. Should the building not be unlocked at the appointed time, renter should call the custodian at the phone number posted on the door on the west side of the 4-H Building.

*If the building is unrented the day prior to the contracted rental date, access may be granted after 5pm if additional setup time is needed. If even more time is needed, an additional day of rental will need to be contracted. Renter should make this request to the Extension Office as per the preceding paragraph.*

4. The renter is completely responsible for any building, contents, and/or property damage during their rental. This damage is to be paid for completely by the renter through damage deposit money and certified check for remaining balance.
  - No nails, tape, staples, thumb tacks, screws, pins, or sticky tack on walls
  - No defacing of walls or ceiling
5. Seating capacity is 165 in the north side and 130 in the south side.
  - No property or equipment is to be removed from the building.
  - Care should be exercised in handling tables and chairs.
  - All renters using the building will be responsible for the setting up and taking down of tables and chairs and cleaning, returning, and stacking them correctly on their respective racks.
6. Clean-up: All renters using the facilities must return floors and equipment to original state of cleanliness.
  - All plank floors in north and/or south end swept – Brooms in the mop room in the north end of the building.
  - Clean up food and liquid spillage
  - Tables cleaned with soap and water
  - Tile floors in foyer, bathrooms, kitchen and halls wet mopped – Brooms and mops in the mop room in the north end of the building. Do **not** wet mop plank floors in the north and south ends.
  - Trash removed - all trash to the dumpster. Refill trash cans with new bags available in the storage room across from the south end women's restroom or in the mop room in the north end of the building.
  - All restrooms cleaned.
  - All clean-up duties not completed will be charged to renter.
7. Community building is a "NO SMOKING" and "NO ANIMAL" building.
8. Usage of the fireplace in the north end is **not** allowed under any circumstances.

9. Consideration of other renters: Each renter using the facilities should consider other renters who may be using the facilities before, during, or after them. In situations where meetings or activities nearly overlap, renters should make prior arrangements with the White County Extension Office as to the exact time of use.
10. Doors need to remain closed during rentals in consideration of the air conditioning or heating and sound in the neighborhood.
11. Certain exempt organizations (4-H clubs, 4-H project groups, White County Antique Power Association, White County Extension Homemakers) may use the community building rent-free provided they are used for not-for-profit programs/events. Although rent will not be collected, these exempt organizations must still complete the rental contract, adhere to all rental rules and policies, and remit the appropriate deposit. The organizations listed above are also exempt from the insurance requirements. Other not-for-profit organizations may be exempted from rent and insurance requirements at the discretion of the Agricultural Association.
12. Alcohol is prohibited unless renter meets the following requirements:
  - Licensed bartender must be provided at renter's expense.
  - Renter is required to have an alcohol permit for the day of the event. A copy needs to be given to the White County Extension Office a minimum of 5 business days before the date of the event.
  - Renter will provide proof of insurance as described in item #2 on page 1.
  - Consumption of alcohol by minors is prohibited.
  - No illegal drugs or controlled substances are allowed in buildings or on the grounds at any time. Law enforcement will have jurisdiction.
  - When alcoholic beverages are served, security, as approved by the White County Agricultural Association, Inc., must be provided at the renter's expense.
  - Names of security personnel must be provided to the White County Extension Office 30 days prior to rental date. We strongly suggest using off-duty law enforcement for your event's security. *Security shall maintain law and order at all times and must remain on the premises from the beginning of the event and until the final patron has left the building. Security should ensure all local, state, and federal laws are obeyed.*
13. These facilities are community facilities and failure to follow the rules and regulations set forth may bar you and/or your organization from future rentals. Damage is considered anything not returned to its original condition and/or missing items when rental was accepted by renter.

I agree to all terms of rental listed in this document.

Name of Renter \_\_\_\_\_

Signature of Renter \_\_\_\_\_ Date \_\_\_\_\_

Driver's License State and Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address for Return of Damage Deposit \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Date(s)/Times of Rental \_\_\_\_\_

Please make arrangements with the White County Extension Office (219-984-5115) to access the building on the rental date.

For your convenience, everything needed to complete this rental is listed in chronological order. Please keep these rules and policies and document the dates on which tasks are completed.

Checks Payable to: White County Agricultural Association, Inc

Mailing Address: Purdue Extension Office, White County, 12 N 25 E, Reynolds, IN 47980

- The 1st check due is the actual rental check needed to secure your requested date.
- The 2nd check is due 2 weeks prior to rental date. It is a damage deposit to cover any damages or clean-up and will be retained if there are any problems.

**At Time of Rental Reservation**

Date: \_\_\_\_\_ Received Copy of Rules

Date: \_\_\_\_\_ Paid Rent (Confirmed Rental Date)

Date: \_\_\_\_\_ Signed Agreement

**Thirty Days Prior to Rental Date**

Date: \_\_\_\_\_ Certificate of Liability Insurance with limit no less than \$1,000,000 or \$2,000,000 (including liquor liability coverage if alcohol is being served), naming White County Agricultural Association, Inc. as additional insured on primary and noncontributory basis and providing 30 days' written notice of cancellation or material change to the additional insured.

Date: \_\_\_\_\_ Provide name(s), address(es), and phone number(s) of Security Personnel (if alcohol is to be served at the event)

**Two Weeks Prior to Rental Date**

Date: \_\_\_\_\_ Paid Damage Deposit

Date: \_\_\_\_\_ Contacted White County Extension Office to finalize time to access building

**Minimum of 5 Business Days Prior to Date of Rental**

Date: \_\_\_\_\_ Provided copy of Alcohol Permit (if alcohol is to be served at the event).

**After Rental**

Date: \_\_\_\_\_ Placed checklist in drop box at west entrance to Community Building

## WHITE COUNTY 4-H COMMUNITY BUILDING CHECKLIST

The following list was developed to aid you in your use of the building. Groups and individuals using the building are expected to abide by all rules in the building rental contract. In addition, this checklist is to be completed by the lessee and given to the White County Extension Office after the rental. Deposit will be returned by mail if no damages occur and tasks listed below are completed. If damages occur, Agricultural Association executive personnel will assess the value for said damages, and lessee will be notified within 15 days of said rental.

### Check Tasks as Completed

**Before**

**After**

- \_\_\_\_\_ 1. ALL cabinets and countertops are to be cleaned.
- \_\_\_\_\_ 2. Refrigerators and freezers emptied of ALL food and cleaned inside and out.
- \_\_\_\_\_ 3. Stovetop and oven turned OFF and cleaned and all racks returned to original locations.
- \_\_\_\_\_ 4. ALL tables and chairs cleaned and put on appropriate racks.
- \_\_\_\_\_ 5. ALL walls and ceiling are free of all decorations.
- \_\_\_\_\_ 6. Restrooms cleaned.
- \_\_\_\_\_ 7. Trash taken to dumpster provided and new garbage bags in cans.
- \_\_\_\_\_ 8. All floors swept and wet mopped, where required (see page 2, #6).
- \_\_\_\_\_ 9. All equipment is put away in proper place, i.e. mops, brooms, etc.
- \_\_\_\_\_ 10. Thermostats are set at 55 in winter or 72 in summer.
- \_\_\_\_\_ 11. No items left on premises.
- \_\_\_\_\_ 12. Make sure toilets are not running.
- \_\_\_\_\_ 13. Turn off all lights.
- \_\_\_\_\_ 14. Table count/chair count

Report any breakage or damages. Cost of repairs or replacement will be charged to the renter.

I certify that all tasks have been performed unless noted below:

Renter \_\_\_\_\_ Date \_\_\_\_\_

Organization (if applicable) \_\_\_\_\_

Custodian \_\_\_\_\_ Date \_\_\_\_\_

Notes \_\_\_\_\_

**AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, White County Agricultural Association, Inc, hereinafter referred to as "FIRST PARTY," and [redacted] hereinafter referred to as "SECOND PARTY," have agreed that Second Party shall be permitted to use certain of First Party's premises located at the White County Fairgrounds with or without a rental as determined by separate agreement;

WHEREAS, First Party is willing to allow Second Party to use said premises only on the condition that Second Party hold First Party harmless from any liability in connection with Second Party's use of the premises;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for any other good and valuable consideration under separate agreement received to the full satisfaction of each of the parties hereto, it is agreed as follows:

Second Party covenants and agrees to indemnify and hold harmless, and by these presents hereby does indemnify and hold harmless, First Party, its successors, heirs and assigns, from and against any and all loss, damage, expense, cost, actions, proceedings, demands, and/or claims, including attorney fees, to which First Party may be subjected arising from and as a result of the use of the premises by Second Party, its agents or assigns.

Second Party further covenants and agrees to provide a Certificate of Liability Insurance covering the use of the designated premises to the White County Agricultural Association, Inc. with proof of minimum liability coverage of \$1,000,000 per occurrence (non-alcohol related events) or \$2,000,000 per occurrence, including liquor liability coverage if alcohol is being served. Said proof must be provided at least 30 days prior to the rental date. White County Agricultural Association, Inc. must be named as an additional insured with respect to liability, and liquor liability if applicable, on a primary and noncontributory basis. Second Party must pay premiums on said insurance policy as they become due, and policy must provide that coverage will not be cancelled or materially changed without 30 days' written notice to the additional insured. Said policy must be written by a company approved by First Party and properly authorized by the State of Indiana to engage in such business. Said policy shall be in force during the entire period of the Second Party's use of the premises until possession is delivered by Second Party to First Party. In the event that proof of the required insurance coverage is not provided within the specified timeframe, the rental contract becomes null and void with forfeiture of the deposit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHITE COUNTY AGRICULTURAL ASSOCIATION, INC, First Party:

\_\_\_\_\_

TITLE \_\_\_\_\_

SECOND PARTY:

[redacted]

*Keep this copy to complete and leave in drop box following your event.*

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Organization (if applicable) \_\_\_\_\_

Custodian \_\_\_\_\_ Date \_\_\_\_\_

Notes \_\_\_\_\_