

COPE ENVIRONMENTAL CENTER, INC.

FACILITY USE AGREEMENT

It is Cope Environmental Center, Inc.'s (CEC) goal that all patrons who periodically use a CEC building, room, land, field, area, or other CEC property (the "Facility") can enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement by all attendees of the Renter's event. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out the Facility, Renter, and Event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. RENTER INFORMATION (please print)

Point of Contact Name: _____

Preferred Telephone Number: _____

Second Contact Name: _____

Preferred Telephone Number: _____

Organization: _____

Email: _____

Address: _____

City, State, Zip: _____

2. EVENT INFORMATION

Purpose of Event: _____

Date of event _____ Estimated attendance _____

Does the event require additional days for set-up and/or clean-up?
Yes or No

If yes, when would you like to set-up? (Day/time) _____

If yes, when would you like to clean-up? (Day/time) _____

Time event begins (incl. set up) _____

Time event ends (incl. clean up) _____

Total number of hours for event _____

Table Clothes Requested? Yes or No

Open to the public? Yes or No

Will minors be present? Yes or No

Admission fee charged? Yes or No

Will food be sold? Yes or No

Will alcohol be served? Yes or No

Will alcohol be sold? Yes or No

Rental spaces used for this rental (Please Circle):

Education Center -MC Davis Room

Lingle Hall

Program Room

Kitchen

Northside outdoor area (Airport Road)

Southside picnic area (Shoemaker Road)

Outpost

Three-sided Shelter

Sap House

Playscape

3. CONDITIONS OF USE

A. RESERVATIONS

1. A Facility is not considered rented until:

(1) Renter delivers to CEC the Facility Use Agreement, rental fee, damage deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by CEC and (2) CEC, in its sole discretion, approves such rental in writing.

2. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.

3. Renter shall be responsible for securing and producing an additional certificate of insurance providing “dramshop” coverage if alcohol is to be served and all required permits and licenses, including (if applicable) a properly issued state liquor permit. The renter may procure an Indiana wine and beer permit if only wine and beer are served: <https://www.in.gov/atc/alcohol-resources/alcohol-beverage-applications-and-forms/>. The renter must contract with a licensed server if liquor is served.
4. The facility shall be used for the purpose stated in this agreement, and no other use will be permitted.
5. Renter shall not use CEC’s name to suggest endorsement or sponsorship of the event without prior written approval of the CEC Executive Director or his/her designee. The renter’s publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
6. Renter shall permit any CEC officers, employees, or agents to visit the event described in this agreement. A CEC representative (staff or volunteer) will always be in the facility during the rental.
7. Renter shall be responsible for arranging start and finish times with a CEC representative to enter the Facility before the event and exit the facility after the event. **All start and finish times should be set when this agreement is signed and confirmed at least 30 days before the event. The renter shall vacate no later than 11:00 PM.**
8. Under no circumstances shall the Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. The renter is an independent contractor and not the agent or employee of CEC.
9. Renter will be responsible for ensuring that any and all guests and contracted vendors abide by the terms of this Agreement and the rules of CEC.

B. FEES

1. Rental Fees are based on the following:

- Business hours M-F 9:00a-4:00p, \$250 rental fee with a \$250 deposit.
- Outside normal business hours, \$125 per hour rental fee with a \$250 deposit.

*The times reserved need to include set up and tear down

*Credit card transaction fees will be deducted from deposit if deposit is paid by credit card.

*There will be a 3% transaction charge for rental fees paid by credit card.

*Parties **greater than 150 people** will not be permitted for a rental.

2. The Renter shall pay CEC a damage deposit as listed above. If the facility is left damaged, CEC shall first apply amounts from the damage deposit for any and

all custodial and/or repair fees. Any excess amount shall be billed to the Renter. This includes but is not limited to the renter not putting away tables and chairs or cleaning up after an event. This includes damage done by vendors used during the event that are in your hire. Refund of the damage deposit shall be the sole determination of CEC. If no damage occurs, the damage deposit will be returned to the Renter.

3. These funds (rental fee and damage deposit) must be paid at least 30 days before the scheduled event. CEC will not reserve the Facility until these funds are paid in full.
4. Renter may cancel this Agreement at any time.
 - If canceled more than 180 days before the scheduled event, Renter shall be refunded 75% of the rental deposit.
 - If canceled less than 180 days but more than 60 days before the scheduled event, Renter shall be refunded 50% of the rental deposit.
 - If cancellation is less than 60 days before the scheduled event, Renter forfeits the full deposit.

If CEC cancels this Agreement, the Renter shall be refunded 100% of the rental and deposit minus any transaction fees related to credit card payment.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless CEC, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of CEC, its officers, employees, or agents.
2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of CEC's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name CEC, its officers, employees, and agents as additional insurers before the rental date of the Facility. Renter shall file certificates of such insurance with CEC, which shall be endorsed to provide thirty (30) days' notice to CEC of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, CEC may deny access to the Facility.
3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of CEC's facilities and adjoining property to the CEC Executive Director or his/her designee, in writing and as soon as practicable.

4. Renter waives any right of recovery against CEC, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the CEC, its officers, employees, or agents.
5. Renter waives any right of recovery against the CEC, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if CEC, its officers, employees, or agents seek recovery against Renter.

D. SECURITY

1. CEC, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through a private security agency.
2. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. CEC is not responsible for providing this supervision. However, CEC may evict individuals from the Facility during the event if their conduct is not in the public's best interest or is deemed detrimental in any way. This includes but is not limited to, vendors hired by the renter.

E. SET UP / CLEAN UP / DECORATIONS

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility before or after the event time period. The Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not prepare or decorate the Facility prior to the event start time. **Balloons and confetti are not allowed.**
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all clean-up of the Facility, including adjacent grounds, at the end of the rental. **Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter.** Renters shall also leave all fixtures in good working condition. Renter is encouraged to use all recyclable or compostable dinnerware. Any generated trash that must be removed from the property by Renter and is strongly discouraged by CEC Staff. Renters must provide their own trash bags for removing trash.

5. Before leaving the event, Renter will walk through the venue with CEC staff for a facility inspection and documentation.

6. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the CEC Executive Director or his/her designee.

7. Renter shall be responsible for all damage to the Facility and/or its contents during use. If damage occurs or excessive cleaning is necessary, Renter shall be charged any and all janitorial and/or repair fees incurred by CEC as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take CEC property outside of the Facility for any reason without the prior written approval of the CEC Executive Director or his/her designee. Renter shall not use CEC equipment, tools, or furnishings located in or about the Facility without the prior written approval of the CEC Executive Director or his/her designee. **Items cannot be placed outside until the day of the event.**

2. Renter shall be responsible for their own dinnerware, glasses and tableware. CEC dishes, glasses and tableware **are not** available to Renters.

4. Renter shall not drive motorized vehicles on the field or green space. Parking is provided in the guest lots.

5. CEC does not provide audio/visual systems, public address systems, spotlights, floodlights, extension cords, or projectors.

6.. Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the CEC Executive Director or his/her designee.

G. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.

2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility. The maximum facility capacity without table and chairs is **175** in the MC Davis Room.

3. Gambling of any kind is not permitted at the Facility.

4. Smoking is prohibited at the Facility, CEC property, or parking lots. If smoking occurs on the property, the deposit is forfeited.

5. No pet animals are permitted at the Facility, except for guide dogs. Dogs are

permitted on the trails.

6. If Renter or their vendor violates any part of this agreement or reports false information to CEC, CEC may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit in CEC's sole and absolute discretion.
7. CEC may impose additional requirements deemed necessary to protect the community's health, safety, and/or welfare.
8. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
9. This Agreement, together with any exhibits attached hereto, contains the parties' complete agreement concerning the subject matter and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of Indiana without regard to its conflicts of law's provisions.
10. No amendment or modification to this license shall be binding upon CEC unless same is in writing.
11. This Agreement shall be deemed to create only the relationship of licensor licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venture.
12. In any action arising out of or related to this Agreement, the prevailing party shall be entitled to an award of attorney's fees and costs, as determined by the Court.

For this Agreement:

Rental Fee: \$_____ (_____ total hours)

Damage Deposit: \$250

Credit Card Fee (3% of total rental fee) _____

Total Funds \$_____

4. SIGNATURES

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all the aforementioned rules, regulations, and conditions of use.

Signature _____

Print name _____

Organization _____

Date _____

For CEC USE ONLY

CEC Approved _____

Disapproved _____

Date _____

By _____

Rental Fee Paid _____ Cash

Check # _____ Credit Card (Circle one)

Deposit Paid _____ Cash

Check# _____ Credit Card (Circle one)

Total Paid _____

Date Paid _____ Paid By (Name) _____

Damage Deposit Amount Returned _____ Date Returned _____

Rental Checklist

- Contract Submitted to CEC
- Deposit Paid to CEC
 - Reservation is not held until deposit and contract have been submitted.
- General Liability Insurance submitted to CEC
 - Alcohol liability noted on certificate if serving alcohol.
- Alcohol
 - Beer and wine permit
 - Copy of license if liquor is served
- Full payment made 30 prior to event to CEC
- Final Clean up form signed by renter and CEC

Note: Please keep a copy of this check list for your reference to what you need to submit to CEC.