



Rental Agreement

To be completed by organization or individual requesting rental:

Name: _____

Mailing
Address: _____

Phone
Number: _____

Email
Address: _____

Date Premises
Requested: _____

Time Premises
Requested: _____

Rental
Purpose: _____

Use of Kitchen: Yes No Alcohol Present: Yes No

To be completed by City of Spires Historical Museum and Foundation Inc.

This agreement made in the city of Aurora, State of Indiana, on this ____ day of _____, 20____, between _____ (hereinafter "Rentee" and the City of Spires Historical Museum and Foundation Inc., witnesseth:

The City of Spires, for and in consideration of the agreements of Rentee mentioned below hereby rents to Rentee, and Rentee hereby agrees from the City of Spires, the premises located at 111 Fifth Street, Aurora, Indiana, 47001.

This Rental Agreement is for the term of ____ day (s) nights (s).

Rentee, in consideration of the Rental Agreement, agrees:

1. Rates: To pay as rent for the premises the sum of _____ dollars plus a security deposit in the amount of _____ dollars.

Current Rental Rates:

Use of Sanctuary-\$150.00

Use of Social Hall-\$100.00

Use of Sanctuary and Social Hall-\$225.00

Cleaning Fee for Sanctuary-\$50.00

Cleaning Fee for Social Hall:-\$50.00

Cleaning Fee for Sanctuary and Social Hall-\$75.00

Security deposit required for securing date-\$100.00

All fees for the building and services must be paid to the City of Spires fifteen (15) days in advance of the event.

Cancellation/Refund Policy:

- A full refund will be made only if the event is cancelled fifteen (15) business days or more prior to the event.
 - If the event is cancelled less than fifteen (15) business days before the event, there will be no refund given.
2. Use of Premises: The Rentee acknowledges that this agreement is subject to all policies, rules and regulations of the City of Spires and to the laws of the City of Aurora and the State of Indiana. Any violation of law or policy will result in either a

revocation of the contract or additional payments as determined by the City of Spires Board of Directors or the designee.

To use and occupy the premises for the approved purposes only, and for no other object or purpose without written consent of The City of Spires, and to not use the premises for any unlawful purpose or deemed extra hazardous. To keep the premises in good repair as the same shall be at the commencement of the Rental Agreement, wear and tear arising from the reasonable use of the same excepted.

3. Cleanup Responsibilities: To ensure the following tasks are completed.
 - Clean Tables
 - Collect and place trash in upstairs entry
 - Check restrooms
4. Decorations:
 - Decorations are not to be affixed by staples, nails, tape or in any methods that will damage the facility.
 - No pulpit furniture should be moved without permission of board or board designee.
 - The use of rice or bird seed is prohibited.
5. Security Deposit: That all or part of the security deposit will be forfeited for any property that is damaged or removed. Balance of the security deposit will be returned within thirty days by mail to the address listed above.
6. Equipment and Supplies: City of Spires will furnish an adequate number of tables and chairs to seat the estimated number of persons stated on the rental agreement. Rentee must supply and make own arrangements for food and beverage.
7. Alcohol: If alcoholic beverages are consumed, possessed in or about the premises, approval shall be obtained from the City of Spires and the Rentee agrees to assume all liability for compliance with laws with respect to such use or possession. In the event that alcohol will be possessed or consumed, Rentee is responsible for hiring an off duty Aurora police officer to be present at the event. No alcohol is permitted in the sanctuary.
8. Smoking: Smoking is not permitted on the premises.

9. Property Liability: Rentee agrees to assume all liability and damages which may arise from any accident which may occur within the premises or its entrance/exits and to hold the City of Spires and the City of Aurora, its members, officers, employees, and agents free and harmless thereon. Furthermore, that the City of Spires shall not be liable for any injury to property of the Rentee on the premises.
10. Personal Injury: To hold the City of Spires and City of Aurora, its members, officers, employees and agents harmless from liability by reason of personal injury to any person or persons on or about the premises including personal injury to an independent contractor or employee of the Rentee in performance of duties in that capacity on or about the premises.
11. Assignment: That this agreement is not assignable by the Rentee nor may the Rentee sublet the premises.
12. Entire Agreement: That this Rental Agreement consists of full, final and exclusive state of the contract between the parties, and no agreement of warranty shall be binding on either party unless expressly or by reference contained herein.
13. Liability: The person executing this Rental Agreement, for and on behalf of the Rentee, hereby warrants that he/she is authorized by such organization, and hereby assumes personal liability for the costs of excessive cleanup of the premises, breakage or removal of City of Spires property by the Rentee or any members of the guests thereof.
14. Violations of Contract: Any violation of any clause within this Agreement is just cause for the City of Spires Board to authorize the termination of the facility's use, either before or during the event, without notice to the Rentee. The City of Spires will not refund any fees.

Acting as the authorized agent for the renting organization, I have read understood and agree to the following guidelines, regulations and policies outlined. By my signature, I acknowledge and accept the obligation to pay the charges incurred by my organization if granted the use of this premises.

Dated this _____ day of _____ 2011.

In witness whereof, the parties have duly executed this agreement on the date first inscribed above

City of Spires Signature

Print Name

Rentee Signature

Print Name