

# Community Room, Gym, and General Meeting Room Rental Agreement

Permit Holders Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Rental Fee: \_\_\_\_\_ Total: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Rental Time: \_\_\_\_\_

Room Rental: \_\_\_\_\_

## **Rental Options:**

### **Community Room**

Monday-Thursday (8:00am-9:00 pm) \_\_\_\_\_ Rental \$30.00/hour

Friday (8:00 am-5:00 pm) \_\_\_\_\_ Rental \$30.00/hour

Saturday-Sunday (hours vary) \_\_\_\_\_ Rental \$250.00/day

### **Gymnasium**

Monday-Thursday (8:00am-9:00 pm) \_\_\_\_\_ Rental \$55.00/hour

Friday (8:00 am-5:00 pm) \_\_\_\_\_ Rental \$55.00/hour

Friday (after 5:00 pm); Saturday or Sunday \_\_\_\_\_ Rental (0-4 hours): \$200.00 \_\_\_\_\_ Rental (4-8 hours): \$300.00

### **Meeting Rooms & Dance Studios**

Monday-Thursday (8:00am-9:00 pm) \_\_\_\_\_ Rental \$20.00/hour \_\_\_\_\_ Non-Profit: \$10.00/hour

Friday (8:00 am-5:00 pm) \_\_\_\_\_ Rental \$20.00/hour \_\_\_\_\_ Non-Profit: \$10.00/hour

\*Saturday or Sunday (hours vary) \_\_\_\_\_ Rental (0-4 hours): \$80.00 \_\_\_\_\_ Rental (4-8 hours): \$160.00

\*Only available in addition to rental of gymnasium or Community Room

### **Entrance Hall**

Saturday or Sunday ONLY \_\_\_\_\_ Rental (0-4 hours): \$200.00 \_\_\_\_\_ Rental (4-8 hours): \$300.00

### **Party Package: Community Room & Gymnasium**

Friday (after 5:00 pm); Saturday or Sunday (hours vary)

\_\_\_ Community Room Rental and (0-2 hours) Gym Rental: \$350.00

\_\_\_ Community Room Rental and (2-4 hours) Gym Rental: \$400.00

\_\_\_ Community Room Rental and (4-6 hours) Gym Rental: \$450.00

\_\_\_ Community Room Rental and (6-8 hours) Gym Rental: \$500.00

**Rental Total:** \_\_\_\_\_

#### **FOR OFFICE USE ONLY**

RENTAL DATE \_\_\_\_\_ PAYMENT TYPE \_\_\_\_\_ CHECK NO. \_\_\_\_\_

AMOUNT PAID \_\_\_\_\_ RECEIPT # \_\_\_\_\_

**BATTELL CENTER RULES AND REGULATIONS**

1. Rental fee is required at time of reservation. The Community Room, Gym, or Meeting Room is considered reserved only when an Agreement is obtained, fee paid & Waiver of Liability has been signed regarding the date and time to be used. **(All rooms are separate rentals.)**
2. Entrance to the facility must have prior arrangement before the scheduled event with the Battell Center Office.
3. Permit holder will be responsible for any and all damages to building and any damage to the exterior of the building and the encompassing premises.
4. No alcohol is allowed on premises.
5. Live music must have prior approval.
6. Permit holder agrees that all personal property placed in or on the premises will be removed from the premises immediately following scheduled event. Battell Center will not hold items or be responsible for any items lost or stolen.
7. Permit holder will be responsible for any damage, injury or loss to the building during permitted use, whether caused intentionally or negligently.
8. Permit holder will ensure that the following items have been completed before leaving the building:
  - A. Wash all table tops.
  - B. Make sure kitchen is clean and refrigerator is left in the original condition.
  - C. Clean stove (if food spills, it must be cleaned up).
  - D. All trash must be placed in trash cans.
  - E. Restrooms must be left clean.
9. The individual renting the facility provides all catering services, tables, chairs, tableware, decorations, etc.

Note: Cancellation must be made according to the Refund Policy.

By signing this form I am agreeing to abide by the above stated rules, regulations, and statements herein

**REFUND POLICY**

Following is the policy for making refunds from the Mishawaka Parks & Recreation Department for buildings (Battell Center):

1. A refund will be granted only if the function is canceled a minimum of 30 days prior to the scheduled date at any pavilion, building (Battell Center) or diamond rental.
2. A refund will be granted only if the function is canceled 60 days prior to the scheduled date at any wedding garden.
3. Refunds will be paid by check – payable to the name listed on the rental receipt.  
An original receipt must be presented to the Battell Center Office for a refund.
4. NO REFUND will be given due to inclement weather.
5. Refunds take approximately 4 weeks to process.
6. By Battell Center. The Mishawaka Parks and Recreation reserves the right to refuse, reschedule or cancel any approved reservation due to any unforeseen circumstances that may arise. Every effort will be made to schedule a make-up time if the event is cancelled due to inclement weather or causes beyond our control. However, if that is not possible, no partial refund will be provided. Provided, however, if such termination is not for cause, any deposit made by the contracting party shall be refunded.

I have read the rules, regulations and statements and fully understand them. Also, I have read the Refund Policy and understand its conditions.

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Permit Holder's Signature

Date

**RELEASE AND INDEMNIFICATION AGREEMENT**

For and in consideration of the City of Mishawaka licensing the undersigned to use the facility listed above, the undersigned, my executors, administrators, heirs, and assigns, hereby releases and agrees to indemnify and hold harmless the City of Mishawaka, Battell Center, the Mishawaka Parks Department, their Agents and employees, from any and all actions, causes of action, claims for damages whatsoever which may hereafter be made, instituted, filed, or recovered against the City of Mishawaka, Battell Center, the Mishawaka Parks Department, their agents and employees, by the undersigned and any person or persons as the result of the use of the above named facility or any activity or event located on the premises. The City of Mishawaka, Battell Center, the Mishawaka Parks Department, their agents, and Employees, are relying on said release indemnification and hold harmless agreement on the part of the undersigned in allowing and permitting the undersigned to use the facility mentioned above.

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Permit Holder's Signature

Date

**ASSUMPTION OF RISK & WAIVER OF LIABILITY RELTATED TO CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The City of Mishawaka and its Parks Department ("City") have put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that you will not become infected with COVID-19. Further, attending the City events could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the \_\_\_\_\_ and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the \_\_\_\_\_ may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the City venue or participation in the City programming ("Claims").

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City program.

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Permit Holder's Signature

Date