

**TOWN OF SANTA CLAUS  
COMMUNITY CENTER LEASE AGREEMENT**

This Lease Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the Town of Santa Claus, Indiana, Park and Recreation Department, having its office at 90 N. Holiday Boulevard; Santa Claus, Indiana, 47579 (Mailing Address: Post Office Box 92, Santa Claus, IN 47579), (hereinafter called "Town") and:

Name of Event: \_\_\_\_\_  
Name of Lessee: \_\_\_\_\_  
Authorized Agent: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

hereinafter called "Lessee."

In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

**1. LEASED PREMISES.**

Town hereby leases to Lessee, and Lessee hereby leases from Town, upon and subject to the terms and provisions of this Lease Agreement, the large meeting room and entrance area of the Santa Claus Community Center located at 200 N. Holiday Boulevard; Santa Claus Indiana 47579, which **shall** include the kitchen area of the Community Center together with appliances, furniture and other personal property located thereon (hereinafter "Community Center"). Lessee will receive the space in clean condition and is expected to return it in the same condition upon completion of the event.

The Town [**will/will not**](circle one) furnish normal janitorial cleaning service following the Event (**\$100 charge for Town to clean after event**).

**2. PERIOD OF LEASE.**

The Lease of the Community Center shall commence at \_\_\_\_ o'clock, (a.m./p.m.), Santa Claus time, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall terminate at \_\_\_\_ o'clock, (a.m./p.m.), CST, on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**3. PAYMENT TERMS/DEPOSIT**

Lessee agrees to pay Town for the use of the Community Center a base rental cost of **\$25/hour** or **\$150/day** payable as follows:

A non-refundable deposit in the sum of \$100 shall be remitted with the return of this signed Lease Agreement.

The balance of the base rental cost, which includes a damage deposit, is to be paid **NO**

**LESS than 21 business day prior to the start of the event.** Please note that payments by personal check will only be accepted **no less than twenty-eight (28) days in advance of function** and should be payable to the **Town of Santa Claus, Indiana**. The Town may use all or any portion of the deposit for repair of damage to the facility, equipment and excess trash removal resulting from Lessee's activity.

4. RETURNED PAYMENT. If any sum payable to Town by Lessee is paid by check, draft or other negotiable instrument, and such instrument is returned to Town as non-negotiable, dishonored or otherwise unpaid by his financial institution, Lessee shall pay to Town the additional sum of \$50.00, and shall reimburse Town any actual charges incurred for such non-negotiable or unpaid instrument, in addition to any charges due and payable under this Lease Agreement for late payment of such sum.

5. LATE PAYMENT. If any payment due to Town from Lessee is not paid by or on the due date thereof, **(no less than 21 business days prior to the event date)**, the Lessee shall pay to Town the additional sum of **\$25.00 per day for each day such payment remains unpaid**. Failure to make any payment due prior to the Event, at Town's option, may result in cancellation of this Lease Agreement.

6. INSURANCE. Lessee shall procure and maintain in full force and effect throughout the agreed term general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Community Center, such insurance to afford protection to both Town and Lessee to the limit of not less than **one million dollars (\$1,000,000.00)** for injury or death of a single person, and to the limit of not less than one million dollars (\$1,000,000.00) or any one occurrence, and to the limit of not less than one million dollars (\$1,000,000.00) for property damage. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by Lessee which may cover other premises in addition to the Community Center. **Insurance policy must be turned in no less than (30) business days prior to event date.** Ask Director for examples of previous policies. **Rental will be forfeited if the insurance policy is not submitted no less than 21 days prior to the event date.** **Insurance "Certificate Holder" should show the following EXACTLY;**

**Town of Santa Claus  
Santa Claus Parks and Recreation  
90 North Holiday Blvd.  
PO Box 92  
Santa Claus, IN 47579**

7. ESSENCE OF TIME.

Time shall be of essence in this Agreement and the time herein granted shall not be extended for the occupancy or use of the Community Center by the Lessee without the express written permission of Town. Any additional time shall be paid for, according to

fees determined by Town, if such permission is granted.

8. INGRESS AND EGRESS. Lessee shall have the right of ingress and egress through the front entrance of the Community Center but acquires no other right in any other part of the facility than the area(s) specified above, and is expressly prohibited from accessing or entering any other areas of the Community Center. Lessee shall take all measures necessary to prevent access to such areas by attendees of the event, but shall comply with any and all fire and other safety codes in doing so.

9. TOWN PROPERTY.

All Town equipment entrusted to the care of Lessee or on, in or around the Community Center during the term of this Lease, which shall become lost, stolen, or which shall disappear, shall be the sole responsibility of the Lessee. Lessee shall be responsible to pay full replacement costs to Town upon demand.

10. DAMAGE OR DEFAACEMENT OF PROPERTY.

Lessee shall not affix nor permit any tape or other adhesive to be affixed to the Community Center. Lessee shall not in any manner deface the Community Center and shall not cause nor permit to be driven, any nails, hooks, tacks, or screws in any part of said building nor shall Lessee make or allow to be made any alteration of any kind therein. The use of glitter and confetti will result in additional cleaning fees as determined by Town. If the Community Center, or any portion of said premises, is damaged by said Lessee, the Lessee will pay to Town upon demand, such sum as shall be necessary to restore said Community Center to its original condition.

11. RESPONSIBILITY FOR PROPERTY IN BUILDING.

The Town assumes no responsibility for any property placed in the Community Center by the Lessee or Lessee's guests, invitees or permittees, and Lessee hereby expressly relieves and discharges Town from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the use of occupancy of the Community Center or any part thereof, including but not limited to, the parking lot and entrance road.

12. SURRENDER OF COMMUNITY CENTER.

Lessee shall quit and surrender the Community Center and all equipment/possessions contained therein to Town at the end of the aforesaid term in the same condition as at the date of the commencement of this Lease, ordinary use and wear only expected. In the event that the Community Center is not vacated by Lessee on the date and time named at the end of the term for which said portions of said building are to be used by Lessee in accordance with this Agreement, then Town shall be and is hereby authorized to remove from said building at the expense of the Lessee any and all goods, wares, merchandise and property of any and all kinds and description. Town shall not be liable for any damages or loss of said goods, wares, merchandise or other property

which may be sustained either by reason of such removal or the place to which it may be removed, and Town is hereby expressly released from any and all claims for damages of whatever kind or nature arising from its taking and holding said property. Town, without liability to Lessee, may dispose of such property as it sees fit without obligation to account to Lessee for any proceeds or value received from the sale or other disposition of such property.

### 13. CATERING/CONCESSIONS

The Lessee, its agents and patrons shall be solely responsible for any and all food and beverages brought into the Community Center for the Event. If alcoholic beverages are to be served at the Event, Lessee shall ensure that any and all licensing, permitting, serving and any and all other laws, rules and regulations are followed in serving alcoholic beverages at the Event.

14. SMOKING POLICY. The Community Center is operated as a smoke free facility. Lessee shall abide by this policy and enforce this policy whenever necessary. Lessor shall have the right to intervene if this policy is not maintained and take whatever actions necessary to preserve the smoke free environment.

### 15. INDEMNITY

Except to the extent that such damages are caused by Town's sole negligence, Lessee agrees to indemnify and hold harmless the Town, the Town Council, the Park and Recreation Board, their agents, representatives, attorneys, officers, directors and employees, from and against all claims, demands or judgment including attorney fees, arising from Lessee's use of the Community Center or by the use of the Community Center and surrounding property owned by the Town, by Lessee's guests, invitees, permittees, agents, employees or contractors, or from the conduct of Lessee's business or from any activity, work or things, done, permitted or suffered by Lessee in or about the Community Center or elsewhere. Lessee, as a material part of the consideration to Town, hereby assumes the risk of damages to property or injury to persons, in, upon or about the Community Center or elsewhere if in any manner concerning, connected to or associated in any manner with Lessee's use of the Community Center, this Lease, or the Event. Lessee hereby waives all claims in respect thereof against Town. Lessee agrees that the terms of this provision shall remain in effect beyond the term of this Agreement.

### 16. EVACUATION OF FACILITY.

Should it become necessary in the judgment of Town to evacuate the Community Center because of reasons of public safety, the Lessee will be permitted to re-enter Community Center for sufficient time to complete presentation of this event without additional rental charge, providing such time does not interfere with another building Lessee. If it is not possible to complete the presentation of the Event, rental shall be forfeited, prorated, or adjusted at the discretion of the Town based on the situation, and

the Lessee hereby waives any claim for damage or compensation from the Town.

#### 17. OCCUPANCY INTERRUPTION.

That in case the said facilities or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Lease by the Town impossible or impractical, including without limitation thereto, the requisitioning of the Community Center by the United States or Indiana government or of any instrumentality thereof, then and thereupon this Lease Agreement shall terminate and the Lessee shall pay rental for the Community Center only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this Lease be so terminated.

#### 18. UNAVOIDABLE OCCURRENCES.

If, for any reason, an unforeseen event occurs including, but not limited to fire, casualty, labor strike, terrorist threat/act, war or other unforeseen occurrence, which renders impossible or impractical the fulfillment of any term of this Lease, the Lessee shall have no right to nor claim for damages against Town.

#### 19. DEFAULT BY LESSEE

Lessee covenants that if any default is made in the payment of the rent or any part thereof at the due dates specified under section one of this Lease, or if any default or violation is made in the terms of this Lease, including cancellation and postponement of said Event, at the option of the Town, this Lease shall cease and terminate. Lessee shall, notwithstanding such re-entry, pay the full amount of said total rental as herein agreed.

#### 20. COMPLIANCE WITH LAWS AND RULES.

Lessee, at Lessee's expense, shall at all times comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements of the State of Indiana, Town of Santa Claus, and any Town rules established and in effect during the term or any part of the term herein regulating the use by Lessee. In the event the Lessee shall fail and neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements, or in the case the Lessee shall fail or neglect to make any necessary repairs at the cost and expense of the Lessee, and in the case of the Lessee's failure to pay therefore, the said cost and expenses shall be added to the rent and be due and payable as such, or Town may deduct the same from the balance of any sum remaining in possession of Town. This provision is in addition to the right of the Town to terminate this Lease as outlined in this Lease Agreement. Lessee agrees to obtain any permits and licenses required by Town or any other applicable governmental authority and to pay any tax, or taxes, (including amusement tax), incidental to the use of the Community Center under this Lease. A copy of current rules of the Park and Recreation Department for use of the Community Center are attached hereto as Appendix A and incorporated herein by reference.

21. ASSIGNMENT AND SUBLETTING RIGHTS. The Lessee may not assign this Lease or sublet any part of the Community Center without prior written consent of Town, and any such assignment or subletting shall not relieve Lessee of its duties and obligations under this Lease Agreement.

22. REMEDIES NONEXCLUSIVE. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to Town at law or in equity. In addition to any other damages or remedies, Lessee agrees that Town shall be entitled to collect his attorneys' fees if Town retains counsel to advise or collect any claim involving Lessee in which Town prevails. Lessee agrees that with regard to claims in which money damages are due to Town, attorneys' fees shall be not less than forty percent (40%) of the amount due, without offset for any security deposit in possession of Town, and that in no event shall such attorneys' fees be less than the sum of Five hundred dollars (\$500.00). In case of claims not involving money damages, Lessee agrees that such amount of attorneys' fees shall be set by the Court of competent jurisdiction, and that in no event shall such attorneys' fees be less than the sum of Five hundred dollars (\$500.00).

23. NONDISCRIMINATION. The Lessee agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to the hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, marital status, color, religion, national origin, ancestry, age, sex, or handicap except where based on a bona-fide occupation qualification. Breach of this covenant may be regarded as a material breach of contract.

24. DIRECTOR DISCRETION.

Any matter not expressly provided for herein shall be decided within the reasonable discretion of the Parks and Recreation Director.

25. APPROVAL OF CONTRACT

This Lease Agreement will not be in force, until signed by both parties and non-refundable deposit as outlined in this Agreement is received by Town. If Town denies approval of this lease, the total deposit will be returned to Lessee.

26. BINDING EFFECT

All terms and conditions of this Lease Agreement shall be binding on the parties, their heirs or representations, assigns, and CANNOT be waived by an oral representative or promise of any agent or other person of the parties hereto unless the same be in writing and signed by duly authorized agent or agents who executed this Lease.

27. MISCELLANEOUS. The invalidity or unenforceability of any provision hereof

shall not affect or impair any other provisions of this Lease Agreement. The necessary grammatical changes required to make the provisions of this Lease Agreement apply in the plural sense where there is more than one Lessee, and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State of Indiana shall govern the validity, performance and enforcement of this Lease Agreement, regardless of the place of execution hereof or the domicile or residence of the Lessee, and the Spencer (County, Indiana) Circuit Court, Rockport, Indiana, shall be the only court of competent jurisdiction, venue, and appropriate forum to resolve any matter or dispute concerning this Lease Agreement and the parties' relationship hereunder. The headings of the several paragraphs contained herein are for convenience only and do not define, limit or construe the contents of any such paragraph.

Agreed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Town of Santa Claus, Indiana  
Parks & Recreation Department

\_\_\_\_\_  
"Lessee"

\_\_\_\_\_  
By: Richard Boyd Jr.  
Activities Director

This instrument prepared by:  
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