



## Woodruff Place Town Hall Rental Agreement

Questions about renting Town Hall? Call Dorothy at 317.513.0981 or email [townhallrental@woodruffplace.org](mailto:townhallrental@woodruffplace.org).

### Fee Schedule

Group Size	Civic League Member	Alcohol Fee	Security Deposit
1-30	\$50	\$100 (Non-Refundable)	\$100
31-100	\$100	\$100 (Non-Refundable)	\$100
101-150	\$200	\$100 (Non-Refundable)	\$100

\*Revised December, 2013

Please submit two checks with your signed agreement. One check will be the rental fee, including any alcohol fee. The other check will be the deposit.

### Limitations:

Town Hall Rental should be limited to the following:

1. Woodruff Place Residents who are current on their Civic League membership dues and who will be present during the entire event for which they are renting the building.
  2. Outside groups who have a relationship with Woodruff Place (e.g. NESCO, Indiana Landmarks.) Such rentals will have to be approved by the Civic League Board on a case by case basis.
  3. Individuals who have a relationship with Woodruff Place (e.g. past residents) who wish to rent for an event that involves current Woodruff Place Residents. Such rentals will have to be approved by the Civic League Board.
- Groups with a connection to the neighborhood (e.g. neighborhood band, scout group) whose activities the Civic League Board believes are beneficial to the neighborhood may be allowed to use Town Hall on an ongoing basis at either no charge or a reduced charge. At least one neighborhood resident must regularly participate in this group's activities at Town Hall.

THIS SECTION TO BE COMPLETED BY RENTER

Please print the following, complete and return to Dorothy Henckel, c/o Town Hall, 735 Woodruff Place East Drive, Indianapolis, 46201, or email completed forms to [TownHallRental@woodruffplace.org](mailto:TownHallRental@woodruffplace.org)

Town Hall Rental Agreement  
 Woodruff Place Civic League, Inc  
 735 Woodruff Place East Drive, Indianapolis IN 46201

Please fill in the requisite information below:

Are you a Woodruff Place Civic League Member or Sponsor?	Yes   No
Name of Renter:	
Address:	
Contact Phone Number:	
Email Address:	
Organization (if applicable):	
Federal Tax ID (if applicable):	
Nature of Event:	
Number of Guests:	
Event Date:	
Event Hours:	

THIS RENTAL AGREEMENT ("Agreement") is made by and between the Woodruff Place Civic League, Inc. (hereinafter "WPCL") and

\_\_\_\_\_ (hereinafter the "Renting Party"). WPCL and the Renting Party collectively may be referred to as the "Parties."

The WPCL manages the premises known as the Woodruff Place Town Hall located at 735 Woodruff Place, East Dr., Indianapolis, IN 46201 (hereinafter "Town Hall") on behalf of the Town Hall's owner, the Historic Woodruff Place Foundation, Inc. (HWPF).

The WPCL desires to rent the Town Hall and the Renting Party desires to rent the Town Hall on the terms and conditions as set forth below.

In consideration of the mutual promises and covenants contained herein, the Parties, each of whom intends to be legally bound by this Agreement, agree as follows:

1. Respect for the Historical Significance of the Town Hall. The Renting Party understands that the Town Hall is an historic building and the WPCL and the HWPF have spent a great deal of volunteer time, energy and neighborhood financial resources to rehabilitate and maintain the Town Hall. Accordingly, the Renting Party agrees to respect the integrity and historical significance of the Town Hall.

2. Facilities. During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the Town Hall, including the main hall, stage, boardroom, restroom, kitchen, tables (12 folding tables) and chairs (90 folding chairs) normally assigned for use by renting parties as well as toilet paper, paper towels, and various cleaning supplies for use on-site. The Renting Party is not permitted to access the locked closet located near the center of the main entry area, the locked storage closet in the Southeast corner of the main hall or the basement of the Town Hall.

During the term of the Rental Period, the Renting Party may use the parking lot behind Town Hall so long as the drive way and alley remain passable to the general public. Street parking within the neighborhood is also available so long as driveways are not obstructed and all local ordinances are followed.

3. Rental Period. The Renting Party shall have the use of the Hall on \_\_\_\_\_, 20\_\_\_\_, between the hours of \_\_\_\_ and \_\_\_\_\_ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Notwithstanding the length of the Rental Period, any music must cease promptly at 11:30 p.m. and the Town Hall must be vacated by midnight.

4. Rental Charge. The charge for the Rental Period is \$\_\_\_\_\_. The Rental Charge is due in full at least thirty (30) days in advance of the Rental Period. All checks should be made payable to the Woodruff Place Civic League, Inc. Payment in full is due before or on the day of the event.

5. Security Deposit. In addition to the Rental Charge, the Renting Party shall pay \$\_\_\_\_\_ (the "Security Deposit") to cover any damage or loss that may occur to the Town Hall, its contents or its grounds. Only after the WPCL has determined that the Town Hall has been properly cleaned and that the Town Hall and its contents and grounds are free of damage arising from or related to the Renting Party's rental of the Town Hall will the Security Deposit, or a portion thereof, be refunded. Upon demand

from the WPCL, the Renting Party shall immediately pay the WPCL the cost to repair any damage in excess of the Security Deposit. The security deposit and completed application are required to hold the reservation.

6. Renting Party's Responsibilities. The Renting Party must be a responsible adult who is at least twenty-five (25) years of age (youth groups may rent the Town Hall with an appropriate adult sponsor). The Renting Party must be on site throughout the Rental Period. The Renting Party is responsible for the actions of all guests, invitees and occupants of the Town Hall during the Rental Period.

7. Insurance. An individual or company renting Town Hall for a profit-making event must provide a Certificate of Insurance evidencing the following as additional insured, on a primary and non-contributory basis, for \$250,000 that names Woodruff Place Civic League, Inc. and Historic Woodruff Place Foundation with primary and non-contributory, combined single limit (CSL) for bodily injury and property damage of \$250,000 including liquor liability if alcoholic beverages are to be served or available for sale.  
Woodruff Place Civic League, Inc.  
Historic Woodruff Place Foundation, Inc. (HWPF)

8. Maximum Capacity. Town Hall maximum capacity is 150 persons. This event will host no more than \_\_\_\_\_. The Renting Party agrees not to exceed this number of persons within Town Hall.

9. Security Guard. The Renting Party must hire and pay a Security Guard approved by the Town Hall Manager to attend and monitor the event. The WPCL may, in its sole discretion, chose to waive this requirement after considering the nature of the event, the number of guests, the time and duration of the event, whether alcohol will be served, and the renting party's rental history. The name(s) of an approved security guard can be provided upon request.

Security Guard Requirement \_\_\_\_\_(initials) will be enforced for this event  
\_\_\_\_\_ (initials) will be waived for this event.

10. Decorations. The only decorations permitted in the Town Hall are those which may be placed on the floor or on the tables or attached to the movable room dividers or permanent hooks located on the North and South walls of the main hall. The Renting Party shall not hang, tape, or suspend decorations from the walls, ceilings, woodwork, light fixtures or any other surfaces within Town Hall. No candles or open flames are permitted inside the Town Hall at any time. The Renting Party shall not use rice, bird seed, glitter, confetti, candles or sparklers of any type inside Town Hall or on the grounds outside Town Hall.

11. Rental Chairs, Tables and Other Equipment. Prior to the Rental Period, the WPCL must approve the Renting Party's use of any equipment, including tables and chairs, other than those already in the Town Hall. The Renting Party agrees to remove any such additional equipment at the end of the Rental Period.

12. Proper Use. The Renting Party agrees to keep the interior of the premises and the grounds in good order at all times during the period of rental, including but not limited to keeping the aisles between the tables clear and unrestricted access to exits. The Renting Party is responsible for ensuring that people are not permitted to congregate on the steps, in the yard, in the street, around the fountains, in the driveway or in the parking lot and that vehicles are not driven in the yard or parked in the grass.

13. Noise. Excessive noise from the Renting Party's event is not permitted and the Rental Party is reminded that Woodruff Place is a residential neighborhood. It is the Rental Party's responsibility to control the sound level of its event, including, but not limited to, sound from music and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event prior to the agreed upon end of the rental period.

14. Smoking. Town Hall is a smoke-free facility. Smoking is not permitted inside the Town Hall or within twelve feet of any entrance to Town Hall.

15. Damage. The Renting Party is responsible for, and upon demand shall pay the WPCL, for any and all damage to Town Hall that arises from or is related to the Renting Party's rental of Town Hall. This includes, but is not limited to, damage to the walls, floors, restrooms, kitchen, tables, chairs, light fixtures, or any other property or asset owned by the WPCL.

16. Cleaning of Hall. The Renting Party agrees to clean the Town Hall after the event as described in detail on the Cleaning Check List which is attached hereto and which must be completed and returned following the event. If the Renting Party uses the Town Hall Kitchen, it shall remove all food and trash from the kitchen at the end of the Rental Period, clean the kitchen and sweep the kitchen floor. Paper towels, garbage bags, a broom and cleaning supplies are provided. If the Renting Party fails to clean the Town Hall, WPCL will hire a contractor to clean the Town Hall and will charge the Renting Party for this service.

17. Acts Beyond the WPCL's Control. In the event the Town Hall or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the WPCL's fulfillment of this Agreement impossible, then this Agreement shall terminate, and the WPCL shall reimburse the Renting Party any amounts already paid toward the Reservation Deposit, the Rental Charge and/or the Security Deposit. The return of amounts actually paid shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement for reasons outside the WPCL's control, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

18. Acceptance of Premises. Before the Renting Party is given access to the Town Hall on the Event Date it shall certify that it has inspected the Town Hall and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period. \_\_\_\_\_(initials)

19. Scheduling. The WPCL retains the right to schedule other events in Town Hall both before and after the Rental Period without notice to the Renting Party.

20. Advertising. Absent express written consent from the WPCL, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about Town Hall or its parking lot or grounds.

21. WPCL's Right to Access to Premises. The WPCL reserves the right to enter any portion of the Town Hall at any time.

22. Indemnity. The Renting Party shall indemnify, defend, and hold harmless on a primary and non-contributory basis the WPCL and the HWPF and their officers and members against any and all demands, causes of action, or any other claim of the Renting Party or its patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Town Hall.

23. Cancellation. In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement.

24. Compliance with Laws. The Renting Party will not engage in or allow any of its guests to engage in any illegal or unlawful activity on the premises and shall comply with all applicable laws, regulations, and ordinances and shall not use or occupy the Town Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose. The Renting Party further agrees to indemnify and hold harmless the WPCL, the HWPF and their agents against loss, damage, or liability growing out of the Renting Party's failure to observe and comply with any applicable laws or regulation.

25. Alcoholic Beverages. If the Renting Party intends to serve alcohol at its event, whether for sale or not, the Renting Party will obtain appropriate insurance coverage, as set forth in paragraph 8 above, will comply with all applicable laws and regulations relating to alcoholic beverages and will obtain any licenses or permits required under applicable laws and regulations to do so and will provide the WPCL with copies of any such licenses or permits five days prior to the Event Date. This includes appropriate licensed bartenders if alcohol is sold. Under no circumstances may alcoholic beverages be served to minors or to persons who are inebriated. No alcoholic beverages are to be consumed outside the Town Hall. The Renting Party further agrees to indemnify and hold harmless on a primary and non-contributory basis the WPCL, the HWPF and their agents against loss, damage, or liability growing out of the Renting Party's failure to observe and comply with laws regulating the sale and distribution of alcohol.

26. Assignment. This Agreement may not be assigned or transferred without the express written consent of the WPCL.

27. Entire Understanding. The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels,

annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Town Hall.

28. Modifications. This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

29. Advice of Counsel and Acknowledgments. Each Party represents that it has been given the opportunity to consult with counsel of its choosing prior to signing this agreement and that it fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation.

30. Governing Law. This Agreement shall be governed by the laws of the State of Indiana. Any action involving this agreement, including actions to enforce or for breach of this agreement must be brought in a Court of competent jurisdiction within Marion County, Indiana.

31. Severability. If any provision of this Agreement is found to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect to the extent the law permits.

32. Required Signatures. This Agreement is not valid unless signed by a person duly authorized by the WPCL to act on its behalf with respect to rental of the Town Hall.

33. Binding Effect. This Agreement shall be binding upon the Parties, their heirs, representatives or assigns.

WOODRUFF PLACE CIVIC LEAGUE, INC:	RENTING PARTY:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Organization:
Date:	Title:
	Date:

## TOWN HALL CHECKLIST

**\*\*PLEASE COMPLETE AND RETURN TO RENTAL MANAGER\*\***

Name: \_\_\_\_\_ Rental Date: \_\_\_\_\_ Phone: \_\_\_\_\_

The Renting Party agrees to perform the following clean-up duties:

1.) Remove all decorations, food, drink and trash from inside and out (including cigarette butts).	Initials: _____
2.) Spills and spots are cleaned off chairs, tables, floors, walls and/or windows.	Initials: _____
3.) Clean the bathroom.	Initials: _____
4.) Clean the kitchen (if used).	Initials: _____
5.) Sweep all floors.	Initials: _____
6.) Empty trash and remove all trash from the premises.	Initials: _____
7.) Return tables to the table cart.	Initials: _____
8.) Return chairs to the storage rack.	Initials: _____
9.) Lights are turned off, including the restroom.	Initials: _____

If the facility is found in unsatisfactory condition, the Renting Party will be charged for cleaning or repair.