CITY OF GREENDALE CABIN RENTAL AGREEMENT

The City of Greendale, Indiana (the "City") and the undersigned (the "Renter"), hereby agree as follows:

1. Renter shall rent from the City the facility commonly known as the Greendale Cabin under the terms and condition hereinafter set forth.

2. Renter is reserving and renting the Greendale Cabin for _

(the "Rental Date") from no earlier than 8:00 a.m. to no later than 1:00 a.m. the day after the Rental Date. Renter is also renting the Shelter House behind the Greendale Cabin for the Rental Date.

3. Renter shall pay a security deposit in the amount of \$85.00 at the time of entering into this Cabin Reservation and Rental Agreement (the "Security Deposit"). If the renter decides not to rent a cabin, DEPOSIT IS NON-REFUNDABLE.

4. Renter shall pay **rent in the total amount of \$** _____(\$200.00 + *tax for Greendale residents;* \$400.00 + *tax for non-residents*) for the Greendale Cabin and \$25.00 for the Shelton House behind the Greendale Cabin (the "Rent"). Rent shall be paid to the Clerk Treasurer on or before _____

(10 days before the date for which Cabin is rented). Failure to timely pay rent shall forfeit the Security Deposit.

5. Renter shall clean the Greendale Cabin (and Shelter House behind the Greendale Cabin if also rented) by 1:00 a.m. the date after the rental. Failure to clean to the satisfaction of the City shall forfeit the Security Deposit.

6. Renter is required to sweep <u>all</u> floors prior to departure (*broom is in the middle closet from the kitchen*). All spills or sticky areas should be mopped up.

7. Cleaning products are under the kitchen sink.

8. Mop(s) and bucket(s) are to be kept upstairs in the closet and filled with water upstairs.

9. Renter should <u>not</u> hang <u>anything</u> from the lights.

10. <u>No tacks or nails</u> are to be placed on the cabin walls.

11. If placing tape on the walls, fireplaces or doors Renter should remove <u>all</u> tape prior to departure.

12. <u>TABLES, CHAIRS & RACKS</u>: <u>Tables</u>: ¹/₂ to remain downstairs and ¹/₂ upstairs. <u>Racks</u>: 1 remains downstairs and 1 should remain upstairs.

13. Renter shall keep all coolers (*that contain ice or can leak*) either in the kitchen area on the concrete or downstairs in the bar area. <u>No coolers are to be placed on any wood floor.</u>

14. All garbage upstairs and downstairs should be bagged and placed in the dumpster outside by the back of the cabin. We ask that the grounds around the cabin stay clean. Please pick up any trash in the yard.

15. Renter shall ensure that the facility is locked and secured by the end of Renter's use of the Greendale Cabin. Failure to return the key to the Clerk Treasurer shall forfeit the Security Deposit.

16. Renter shall only use the Greendale Cabin for lawful purposes and in accordance with all local, state laws and Executive Orders, and federal laws, including but not limited to all rules of the Park Board. Renter shall follow all rules and procedures attached hereto and posted at the Greendale Cabin. Renter agrees to abide by the Executive Orders related to COVID-19, the Dearborn County Health Department and CDC Guidelines, and shall indemnify, defend, and hold harmless the City for the transmission of COVID-19 related to the Cabin Rental.

17. If Renter's event is catered, Indiana law requires Renter to use a licensed caterer.

18. If alcoholic beverages are to be sold, provided, or present during Renter's use of the Cabin, Renter shall secure all applicable permits, post permits in a conspicuous place, and ensure that all local, state, and federal laws and rules governing the selling, serving, providing, and consumption of alcoholic beverages are strictly followed and enforced.

19. Renter is responsible for any damage to the Greendale Cabin and, if part of the Agreement, to the Shelter House. If the City, in its sole discretion, determines there is any damage, as much of the Security Deposit as is necessary to correct the damage shall be forfeited. Renter shall pay any balance due to correct any damage within thirty days of being invoiced by the City.

20. Renter is responsible for and shall indemnify, defend, and hold harmless the City from and of any and all liability for property damage, personal injury, death or other direct, indirect, or consequential damages arising from or in way related, directly or indirectly, to Renter's use of the Greendale Cabin.

21. Violations of the terms of this agreement may result in a ban of the Renter from renting the Greendale Cabin. The Renter may appeal the forfeiture of a security deposit or ban of future rentals pursuant to the terms of the agreement by providing notice of said appeal within 30 days of the end of the rental term to the Park Board. Dated: CITY OF GREENDALE

RENTER:

Ву:_____

PRINT NAME