



INTELLIPLEX CONFERENCE CENTER RENTAL AGREEMENT

The entirety of this document shall be considered the rental agreement between the City of Shelbyville, Indiana and the Renter. All portions must be filled out appropriately, signed, and returned to Jenny Meltzer, 44 W. Washington St., Shelbyville, IN.
 jmeltzer@cityofshelbyvillein.com.

CONTACT INFORMATION:

Group: _____
 Contact Name: _____ (Renter)
 Address: _____

 Phone: _____
 Fax: _____
 Email: _____

RENTAL PERIOD:

Date of Event: _____
 Day of Event: _____
 Hours of Rental: From _____ a.m./p.m. To _____ a.m./p.m.
 Number of Guests: _____
 Purpose: _____

FEES:

Rental Fee: \$_____ Due with Contract Signing

Please make checks payable to the City of Shelbyville, and send payment to:
 City of Shelbyville
 Attn: Jennifer Meltzer
 44 West Washington St.
 Shelbyville, IN 46176

Normal Rate Schedule*

Room/Hall	Hourly Rate	½ Day Rate (4 Hrs)	Daily Rate (8 Hrs)
Meeting Hall	\$65	\$200	\$300

Non-Profit Rate Schedule*

Room/Hall	Hourly Rate	½ Day Rate (4 Hrs)	Daily Rate (8 Hrs)
Meeting Hall	\$50	\$150	\$250

Alcohol Fee (\$50): _____ yes _____ No
 Cleaning Fee: _____ yes _____ No Amount: \$ _____

SPECIAL CONDITIONS:

CONDITIONS FOR USE

1. **Damage and Cleaning.**

- a. The Renter is responsible for cleaning the Rental Space after each use. If tables and chairs have been rearranged, they must be returned to their original positions. The Rental Space must be cleaned and returned to the City in the condition it was in prior to the rental. The City may deduct charges for cleaning from the deposit for Renter's failure to do so. A walk-through of the space will be conducted by staff at the conclusion of each event to confirm the condition of the Rental Space.
- b. Renter is responsible for any loss or damage arising from or based upon Renter's negligence to the Rental Space, adjoining facilities, building exterior or grounds. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, or any other property. Deposits may be used to offset the costs of such damages. Renter agrees and acknowledges that Renter's liability for loss or damages is not limited to the amount of the deposits received by the City.
- c. At the sole discretion of the City of Shelbyville dependent on the date and time of the rental and the purpose of the rental a cleaning fee not to exceed \$120 may be applied. The amount of the fee will depend upon the nature of the event and time of the event i.e. food service, alcohol, weekday, holiday or weekend. The fees are as follows:
 - i. Monday thru Thursday with food or alcohol a \$20 fee will be charged.
 - ii. Friday thru Sunday with food or alcohol a \$75 fee will be charged.
 - iii. Holiday with food or alcohol a \$100 fee will be charged. Holidays include:

● January 1	● Labor Day Weekend
● Martin Luther King Day	● Halloween
● President's Day	● Thanksgiving
● Easter Weekend	● December 24
● Memorial Day	● December 25
Weekend	● December 31
● July 4 th	

2. **Usage.**
 - a. Rental Space can only be used for approved purposes.
 - b. Usage and access to any area of the reserved space beyond the time specified herein shall be billed at a rate of \$100 per hour and begin accruing 10 minutes after the reservation expires.
 - c. The Renter shall assume all responsibility for all actions of their guest(s) and shall not allow unlawful or disruptive activities. The event shall be supervised during the entire period of use.
 - d. The facility is a smoke-free facility; smoking is only allowed outside, at a reasonable distance from the building.
3. **Alcohol:** All federal, state, and local laws must be observed and abided by in the service and consumption of alcoholic beverages on the premises and is only allowed after express consent of the City of Shelbyville.
 - a. Renter hereby releases the City of Shelbyville, Indiana, its officers, employees, volunteers, agents, contractors, and representatives from any and all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to the service and consumption of alcoholic beverages on the premises. I also agree that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of the City in connection with any of the matters covered by the foregoing release.
 - b. An additional fee of \$50 will be applied to the rental fee.
4. **Availability.** If your event is outside of normal business hours, you must sign a key out from City Hall prior to the event. The building must be closed and secured by 11 p.m. on weekdays and 12 a.m. on Fridays and Saturdays. All events must end a half hour prior to the closing time. All persons, supplies, and decorations must be out of the building by that time unless previous arrangements have been made with the City. If guests cannot get inside the building, Renter must contact their specified City contact person. The outside door may not be propped open. Except as otherwise permitted in this Agreement, no materials may be stored, left or placed outside of the Rental Space.
5. **Decorations.** Use of glitter, sparkles, rice, birdseed, or similar material is not allowed. The use of fire or open flame must be approved in advance by the City. Decorations may be affixed to any surface only if such affixation will not mar, deface, or leave a mark on the surface when removed. Penetration of any surface is not permitted. Only tape made specifically for painted walls may be used. All tape, wire, or other items used for decorations must be completely removed after the event. Any other decoration, signage or construction must be pre-approved by the City.
6. **Heating & Air Conditioning.** The heating and air cooling system at the Intelliplex Conference Center Facility is preprogrammed. The programming is based on scheduled activities within the facility that have been placed on the facility calendar. Please do not attempt to adjust the control settings.
7. **Supplies.** Groups using the Intelliplex Conference Center facility should provide their own tableware, coffee, etc. and should not use other supplies.

8. **Cancellations.** Any cancellation must be made 10 days prior to the reservation. If the group does not appear at the scheduled time, the Renter shall be responsible for the full fee.
9. **Limitation of Liability.** The City's liability to the Renter for damages arising from rental or use of the meeting rooms for any reason and under any theory of law whatsoever is limited to the total amount paid by Renter to the City in Rental Fees and Deposits. The City will not be liable for any failure to perform or damages caused by an act of God, force majeure or other unforeseen event reasonably beyond the City's control.
10. **Agreement to Indemnify the City.**
 - a. Renter's Property. The City is not responsible for items belonging to Renter or Renter's guests that are lost, stolen, or damaged during the Rental period. Renter, and Renter's guests as Renter's permitted invitees, release the City from any and all liability for loss or damages to property.
 - b. Renter agrees to release, protect, defend, indemnify and hold harmless the City, its employees, agents and assigns, from and against any and all claims, liabilities, losses, damages, actions, costs and expenses, including reasonable attorney's fees and legal costs, directly or indirectly arising out of Renter's negligent use of the Rental Space.

I, the undersigned, authorized agent for the organization or individual named below, have read the terms and conditions listed above, and agree to comply fully with all provisions stated herein.

This agreement executed on behalf of the City of Shelbyville, Indiana by the below authorized representative.

Date: _____, 20_____

Date: _____, 20_____

Name and Title (if applicable) (Printed)

Jenny Lemmon Meltzer, City Attorney
Office: (317) 364-4982
Cell: (317) 503-4125