

## **FACILITY/AMENITY TERMS AND CONDITIONS OF USE**

### **FEES**

1. The Administrator may set and collect license fees for facilities and amenities, offering waivers as appropriate. The fee schedule shall be prominently posted and publicly accessible.
2. All fees must be paid at the time of reservation.
3. If licensee remains in a facility or retains an amenity beyond the license, additional daily or hourly license fees will apply.
4. The license fee is nonrefundable within 6 weeks of the planned reservation.

### **RULES FOR APPLICANTS**

5. If you are acting on behalf of another person or organization, the Administrator may require proof that you have authority to act on behalf of that person or group.
6. You must be at least 21 years old to apply for a license.
7. To acquire a license, you must not have any unpaid bills with the Town.
8. If the Administrator has reason to believe you have previously violated the Town's Facility Licensing Ordinance within the past 3 years, you will not be allowed to acquire a license.
9. The Town reserves the right to choose which applications will need to pass a background check run by our Police Department, and may rescind any license granted for good cause.
10. The Town reserves the right to automatically reject an Application made less than three (3) business days in advance.
11. An applicant may request a rule waiver (not mandated by ordinance) only in advance.

### **FACILITY RULES**

12. The facilities and amenities shall be licensed on a first-come, first-served basis.
13. The Administrator may determine whether a particular facility or its amenities is available for licensing and may revise that determination at any time.
14. No reservation of a facility may be booked more than one (1) year in advance.
15. No reservation of a facility may be transferred, assigned, sublet, or sublicensed.
16. The Town may close a facility during inclement weather or for maintenance.
17. No facility shall be used for funerals, viewings, campaigns, or other political events.
18. No facility shall be used overnight.

19. No facility shall be used for any activity that constitutes a significant danger to the well-being of the facility or the persons thereat.

**20. No alcohol or smoking is permitted at a facility.**

21. Licensee shall remove all decorations and clean up after an event by leaving the facility and amenities in the condition in which it was provided at the start of the license period.

22. Unless the entire facility is reserved, the Town may schedule other events at a facility at the same time as your event.

23. The facility capacity maximum includes all adults, children, planners, event staff, etc. and is strictly enforced. Violations may result in immediate termination of the license.

**ENFORCEMENT**

24. The Administrator shall have the right to enter a facility at any time.

25. Should an event at a facility be in violation of the license or program policies, the Administrator may shut down the event and require all persons to vacate the facility. If necessary, the Administrator may contact the police.

26. In a non-emergency situation, before shutting down any event at a facility, the Administrator will make reasonable attempts to contact the licensee and allow for a reasonable period for a violation to be corrected.

**DAMAGES**

27. Each licensee shall be responsible for any and all damage and cleaning costs incurred by the licensee to a facility and/or its amenities.

28. Damages include lost keys.

29. In the event Licensee has violated these Terms and Conditions, the licensing fees shall be forfeited without refund.

30. Please report all damages promptly to the on-call staff at (260) 535-2001

**MISCELLANEOUS**

31. The Town is not responsible for any lost or stolen property.

32. Except for an outdoor park, children are not allowed to run around the facility and must be under adult supervision at all times.

33. These Terms and Conditions are subject to change without notice.

34. Dish towels, dish cloths and paper towels are not provided in the rental of the Wolfe Building.

35. Tables and chairs need to be wiped down, chairs on tabletops and carpet swept before leaving the Wolfe Building. All tables and chairs taken from storeroom should be returned there. No red punch allowed.
36. All trash from the rental of the Wolfe Building should be taken to the dumpster provided at the north end of the building.
37. The Wolfe Building heat if used should be set to 65 degrees when vacating. If used, the Air conditioning should be set at 80 degrees at the final exit.
38. On-call staff can be reached at (260) 535-2001 to help with any venue problems.
39. Keys for the Soccer Pavilion and Baseball restrooms must be picked up at the Town Hall during normal business hours Monday-Friday, 8:00 am- 5:00 pm. Keys should be returned to the drop box at Town Hall immediately after rental is complete and restrooms are securely locked.
40. The Capacity of the Wolfe Building is 165
41. Never leave the Wolfe Building unattended while doors are unlocked