

Hoagland Area Advancement Association
Lease Application

Until this entire form is completed, promptly returned with security deposit, and approved by the HAAA Board, lease of the Hoagland Area Advancement Association facilities cannot be permitted. Please Print or type unless otherwise requested.

Lessee's Name: _____

Address: _____

Phone: _____ Email: _____

Purpose of Rental: _____

Date of requested rental: _____ Time From: _____ to: _____

Age of Group Attending: _____

Will alcohol be served or allowed to be served at the event:

- Yes (Exhibit "B" Rules for Special events or catered events apply)
- No Alcohol allowed

Provide the name and signature of **two (2) individual references**, from **two (2) different families**, who are **current members of the HAAA** and who are willing to assure this association that all the terms of the lease agreement are met by the Lessee. Please read the entire lease and rules before signing.

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

Name _____ Name _____

Signature required on this line

Signature required on this line

Lessee to complete this page and SIGN Lease Agreement page 3, Exhibit "A" page 4, (and Exhibit "B" page 5 if applicable.)

LEASE AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ DAY OF _____, _____ BY AND BETWEEN THE HOAGLAND AREA ADVANCEMENT ASSOCIATION, INC, AN INDIANA CORPORATION, HEREINAFTER KNOWN AS LESSOR, AND _____, HEREINAFTER KNOWN AS THE LESSEE.

This page to be completed by Lessor

Witnesseth:

That Lessor, in consideration of the covenants, exhibit "A" and "B" and agreements hereinafter contained and made on the part of the Lessee does hereby lease to Lessee the HAAA Community Center and immediate grounds on the date of _____ between the hours of _____ and _____ for the purpose of _____. The rent for the above term shall be \$_____ Dollars.

Rent shall be paid as follows: Payment in full within 30 days of scheduled event or upon the execution of this agreement if less than 30 days to scheduled event.

A. COVENANTS OF LESSOR.

The Lessor hereby agrees:

1. **Quiet Enjoyment.** To permit the Lessee to peaceably and quietly have, and hold and enjoy the use of the premise hereinabove specifically described for the purpose and for the term aforesaid.
2. **Utilities.** To furnish at the Lessor's expense, heat and cooling (when required by season), water, light, for ordinary use only: accidents and unavailable delays accepted.
3. **Care of Premises.** To cause the premises herein above described to be kept clean and generally cared for at the commencement of the term of the lease.

B. COVENANTS OF LESSEE.

The Lessee hereby agrees:

1. **Security Deposit.** As a further consideration for rent agreed to be paid herein, Lessee agrees to deposit with the Lessor the sum of \$75.00 Dollars as a security deposit upon the execution of this lease. If Lessee shall comply with each and all of the terms and conditions of this written lease which are to be performed by the Lessee during the Lessee's term. Then in such event, upon the terms of this lease, in good and clean condition, reasonable wear and tear expected. Lessor will refund to Lessee the sum of \$75.00 Dollars.
2. **Minors.** Any Lessee who leases said premises which will primarily be attended by persons under 21 years of age shall provide at least four (4) adult chaperons who will be constantly in attendance on the premises and shall provide such other supervision as is required by the Lessor.
3. **Alcohol.** The possession or use of alcohol (or any other controlled or intoxicating substance) upon the premises subject to lease is prohibited, unless a special event or event catered by a licensed caterer and with appropriate license, insurance and security, approved by the HAAA Board of Directors.
4. **Smoking.** Smoking is prohibited inside the Community Center building.
5. **Indemnification and Hold Harmless.** Lessee assumes the risk in the operations of its event and/or use of the premises and agrees to hold harmless and indemnify Lessor, Lessor's Officer(s), Board of Director(s), Chairperson(s), Member(s), Contractors, Employee(s) and Assigns, from any and all harm, damages, loss, expenses and/or cost (including reasonable attorney fees and/or expenses in instituting, prosecuting, and/or defending any action or proceeding) arising from and/or related to the Lessee's breach of this lease or use of the premise, whether or not it be claimed or held that such damage, loss, expense resulted in whole or part from Lessor's negligence. The Lessor does not provide such indemnification to the Lessee.
6. **Surrender of Premises.** To quit and surrender up said premises to the Lessor at the end of said term in the same condition as at the date of the commencement of this agreement, ordinary use and wear thereof only accepted.
7. **Regulations.** To be on notice of and to abide by the conform of all rules and regulations from time to time adopted or prescribed by the Lessor, for the government and management of said premises.
8. **Police Protection.** Lessee will furnish such police protection as shall be deemed necessary and subject to the approval of the Lessor.

- 9. Unlawful Use.** The Lessee will comply with all of the laws of the United States, State of Indiana, and Allen County Laws and Ordinances and shall obtain all necessary licenses and /or permits required by any law and/or ordinances to operate its event. Lessee will not or suffer to be done anything on the premises during the term of this lease in violation thereof. If a violation exists, Lessee will immediately desist from and correct such violation.
- 10. Care of premises.** The Lessee shall not injure, nor mar, or in any manner deface said premises, and shall not cause anything to be done whereby the said premises shall be in any manner injured, marred, or defaced; and will not drive nails, hooks, tacks, or screws into any part of said building, and will not make any alterations of any kind therein.
- 11. Compensation for Damages.** That if said premises, or any portion of said building and/or grounds, during the term of this agreement, shall be damaged by the act, default or negligence of the Lessee, its agents, patrons or employees, Lessee will pay to the Lessor upon demand, such sum as shall be necessary to restore said premises to their condition.
- 12. Exculpatory Clause.** The lessor assumes no responsibility whatsoever for any property placed on said premises and said lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of any and all acts of the Lessee, Lessee's guests, permittees, and all security personnel, under the terms of this lease agreement. Additionally, Lessee waives any and all claims and/or cause of actions against the Lessor, including, but limited to Officer(s), Board of Director(s), Chairperson(s), Member(s), Contractors, Employee(s) and Assigns arising under this lease and/or resulting from the Lessee's use of the Premises.
- 13. Objectionable Persons.** The Lessor reserves the right through its representatives to eject any objectionable person or persons from said building, and upon the exercise of this authority through its agents or policemen, the Lessee hereby waives any right and all claims for damages against Lessor.
- 14. Removal of Lessee's Effects.** The Lessor reserves the right to remove from the building all effects remaining in building after the specified lease and to store them at Lessee's expense, and sell said effects after passage of thirty (30) days from the date of termination of the lease.
- 15. Assignment.** The Lessee shall not assign this agreement, or any part thereof, nor suffer any use of said premises other than herein specified, without the written consent of the Lessor.
- 16. Destruction of Building.** In case the said premises, or any part thereof, shall be destroyed or damaged by fire, or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this agreement by the Lessor impossible, then this agreement shall terminate. The Lessee hereby waives any claims for damages or compensation should this agreement be so terminated.
- 17. Right of Entry.** The Lessor reserves the right to enter upon and to have access to premises at any and all times on any matter connected with said premises.
- 18. Covenant to Pay Attorney Fees and Choice of Law.** Lessee shall pay and be responsible for any legal expense and/or cost, including reasonable attorney fees incurred by Lessor in instituting, prosecuting, or defending any action or proceeding instituted by reason of Lessee's breach or default of this lease and/or Lessee's use of the premises. This lease and use of the premises shall be governed by the law of the State of Indiana, with preferred venue being in Allen County, Indiana.
- 19. Objectionable Performances.** No Performance, exhibition or entertainment shall be given or held on said premises which shall be objected to the Lessor.
- 20. Termination.** Lessor may cancel or terminate this Lease if Lessee fails to comply with any term of this Lease, or if the Premises is rendered unusable by any act of God or failure of utility service to the Premises. If the lease is terminated because of an act of God, failure of utility service, or other reason not the fault of Lessee, Lessor shall refund the rental payment. If the lease is terminated by Lessor due to Lessee's breach of this Lease, the Lessor shall retain the rental payment. If the lease is terminated by the lessee, the Lessor shall retain the rental payment. In any case, Lessor shall not be liable to Lessee to any damages to Lessee arising from termination of this Lease.

HOAGLAND AREA ADVANCEMENT ASSOCIATION, INC.

Signed By: _____ "Lessor"

Printed: _____ Title: _____

Signed By: _____ "Lessee"

Printed: _____ Title: _____

(If Lessee is other than individual, attach copy of organizational document authorizing Execution of this lease)

Exhibit "A"

Rules of the Hoagland Community Center

1. APPLICATION:

- a. THE FULL DEPOSIT MUST ACCOMPANY THE APPLICATION.
- b. THE HAAA BOARD OF DIRECTORS MUST APPROVE ALL LEASES AND FEES.
- c. USE OF THE WALK-IN COOLER IS PROHIBITED UNLESS THE HAAA BOARD OF DIRECTORS GRANTS PERMISSION AND ADDITIONAL FEES ARE PAID.
- d. RENTAL HOURS END AT MIDNIGHT OF RENTAL DATE AND MUST CONCLUDE AND THE BUILDING MUST BE VACATED OR ADDITIONAL FEES APPLY

2. WHILE USING THE COMMUNITY CENTER AND GROUNDS:

- a. THE RULES APPLY TO THE ENTIRE CENTER, KITCHEN, RESTROOMS, AND GROUNDS.
- b. DO NOT BLOCK THE MARKED FIRE EXITS.
- c. THE POSSESSION OR USE OF ALCOHOL (OR ANY OTHER CONTROLLED OR INTOXICATING SUBSTANCE) UPON THE PREMISES SUBJECT TO LEASE IS PROHIBITED.
- d. KEEP FEET OFF TABLES AND CHAIRS. CHAIRS ARE TO BE KEPT AWAY FROM THE WALLS, DOORS, ETC.
- e. ADDITIONAL TABLES AND CHAIRS ARE AVAILABLE IN THE STORAGE ROOM BUT ARE NOT TO BE REMOVED FROM THE BUILDING.
- f. DO NOT USE TACKS, NAILS, STAPLES, OR TAPE OF ANY KIND ON PAINTED SURFACES.
- g. SMOKING IS PROHIBITED INSIDE THE COMMUNITY CENTER BUILDING.

3. WHEN FINISHED USING THE COMMUNITY CENTER AND GROUNDS:

- a. DISPOSE OF ALL GARBAGE BAGS IN THE SANITAINER LOCATED JUST SOUTH OF THE PARKING LOT.
- b. CLEAN ALL APPLIANCES (IF NEEDED), INCLUDING BUT NOT LIMITED TO REFREIGERATORS, STOVE & OVEN, COOLERS, COUNTERTOPS, AND SINKS.
- c. SWEEP AND (WET MOP IF NEEDED) THE ENTIRE COMMUNITY CENTER, INCLUDING THE KITCHEN AND RESTROOMS BEFORE LEAVING THE PREMISES.
- d. TEN (10) TABLES AND ACCOMPANYING TEN (10) CHAIRS PER TABLE ARE TO BE LEFT SET UP WITH THE CHAIRS BEING PLACED SEAT DOWN ON TOP OF THE TABLES. ADDITIONAL TABLES AND CHAIRS SHOULD BE RETURNED TO THE STORAGE ROOM.
- e. LOCK ALL WINDOWS AND DOORS.
- f. TURN OFF ALL OVENS, STOVES, FANS, AND LIGHTS.
- g. IF THE HORSESHOE PITS WERE USED, THEY MUST BE PROPERLY CLEANED.
- h. DEPOSITS/CLEANUP, CONTENTS, AND GROUNDS ARE PROPERLY CLEANED AND THE HAAA BOARD REPRESENTATIVE GIVES APPROVAL FOR DEPOSIT RETURN.
- i. RETURN THE KEYS AS SOON AS POSSIBLE.

SIGNATURE OF LESSEE

Exhibit "B"

Rules for Special Events

1. **Liability Insurance.** Lessee warrants that it will provide Lessor, at least ten (10) days prior to the above rental term, or within (10) days of execution of this agreement, proof of a general liability policy of insurance with a company satisfactory to the Lessor with a one million dollar limit (\$1,000,000.00) per occurrence which will provide for bodily injury and property damage with the Lessor included as a named insured. All evidence of insurance required herein shall be in a form satisfactory to the Lessor and shall contain an endorsement to the effect that no charge or cancellation in the terms thereof shall be effective unless at least ten (10) days written notice thereof has been given to Lessor.
2. **Indemnification and Hold Harmless.** Lessee assumes the risk in the operations of its event and/or use of the premises and agrees to hold harmless and indemnify Lessor, Lessor's Officer(s), Board of Director(s), Chairperson(s), Member(s), Contractors, Employee(s) and Assigns, from any and all harm, damages, loss, expenses and/or cost (including reasonable attorney fees and/or expenses in instituting, prosecuting, and/or defending any action or proceeding) arising from and/or related to the Lessee's breach of this lease or use of the premise, whether or not it be claimed or held that such damage, loss, expense resulted in whole or part from Lessor's negligence. The Lessor does not provide such indemnification to the Lessee.
3. No structures, tents, dumpsters are allowed on the parking lot pavement.
4. If erecting temporary structures, tents or inflatables, Lessee is responsible for all underground locates, public and private.
5. Alcohol requires:
 - a. Liquor Liability insurance coverage with minimum \$1,000,000 limits and lessor named as additional insured,
 - b. All State/County permits as required by law. Adherence to all permits is responsibility of Lessee.
 - c. Security by certified Indiana Law Enforcement police officers.
 - d. Or approved caterer with licensed bartenders and complying with 5 a, b, c above.
6. Lessee responsible for all applicable State and County permits to operate its event.
7. Lessee is responsible for all cleanup and repair of building and grounds during and at conclusion of event.

Signature of Lessee (If Lessee is other than individual, attach copy of organizational document authorizing execution of this lease).