



Waterpark Rental Agreement

Thank you for your interest in a Carmel Clay Parks & Recreation Waterpark rental. Please note the following:

- Completed forms may be submitted in person to the Monon Community Center, 1235 Central Park Drive East, Carmel, IN 46032 or via fax at 317.573.5254, attention Aquatics Manager.
- The form must be completed in full. Failure to complete this form may delay processing your request.
- Submission of this form does not guarantee availability of use.
- No payment or deposit is due when submitting completed rental agreement form. 50% Deposit will be due upon successful scheduling of the rental.
- Questions regarding Waterpark rentals may be directed to 317.573.5250.

Organization Name			Date Submitted	
Authorized Representative (Name)			Phone Number	Cell Phone
Street Address				
City	State	Zip	Email Address	
Is there an Admission Fee Yes <input type="checkbox"/> No <input type="checkbox"/> (If Yes, Amount _____)			Estimated Attendance Youth (Under 18) _____ Adults _____	
Date(s)			Event Start Time - Event End Time	
On Site Contact	Phone Number		Cell Phone	
Please provide a brief description of the event:				
* All health and safety regulations which apply during public hours remain in effect during a private rental. * Adequate supervision of guests, as determined by Aquatics Manager, is required. * No outside food or drinks allowed. May use MCC concessions (add-on) or Ritz Charles, exclusive caterer. * Cancellation within 14 days of event will result in forfeit of the deposit. No rescheduling allowed within 14 days of event (unless event cancelled by CCPR due to dangerous conditions).				
Pricing per 2-hour rental (minimum 2 hour rental required, may extend time frame in whole hour increments) Level 1 (up to 250 people) \$750 Level 2 (up to 500) \$995 Level 3 (up to 750 people) \$1250 Each add'l set of 50 people: \$75 Concessions add-on \$125 Catering through Ritz Charles is available				

☐ I have read the terms of this agreement and, as the authorized representative of the group making this request, I do agree to these terms.

Signature of Authorized Representative			Date	
Printed Name of Authorized Representative				
Payment	<input type="checkbox"/> Payment in Full		<input type="checkbox"/> Deposit (Deposit is non-refundable)	
<input type="checkbox"/> Cash	Cash Amount			
<input type="checkbox"/> Check	Check Number		Check Amount	
<input type="checkbox"/> Credit	Account Number _____ - _____ - _____		Expiration Date	Amount Billed
Cardholder Name (Print)		Authorized Signature		



Carmel Clay Parks & Recreation Use Only

Date Received		Received By	
Request <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Signature	Date	

This agreement is made by and between Carmel Clay Parks and Recreation, located in Carmel, Indiana (hereinafter "CCPR") and the Licensee.

I. Reservation of Rights. CCPR reserves the right to (1) control and monitor the use of Licensed Space and CCPR resources therein at all times; (2) enforce all applicable laws, rules and regulations relating thereto; (3) enter Licensed Space for maintenance, emergencies, monitoring or any other reason at any time without Licensee's consent; (4) remove any and all employees, agents or subcontractors of Licensee, or other invitees from the Monon Community Center whose behavior is inconsistent with this Agreement or CCPR regulations or laws, and (5) use and keep open for use by others space that is not reserved by Licensee. Licensee hereby waives any and all claims for damages against CCPR on account of its exercise of any of these rights.

II. License Restrictions.

A. CCPR shall have the right to require that only authorized employees or subcontractors of CCPR perform other technical activities, including for example the installation or operation of fixtures, equipment or other devices, at rates specified by CCPR. Any technical activities that CCPR authorizes Licensee itself to perform shall be coordinated with and conducted in accordance with specifications provided by CCPR.

B. Licensee shall designate one of its personnel to serve as its primary on site contact for the Event ("Licensee Designate"). Licensee's Designate, identified in the Facility Reservation Request Form, shall be present in the Licensed Space at all times any employees, agents or representatives of Licensee are in the Licensed Space. Licensee may change its Designate upon written notice to CCPR. Licensee's Designate must be twenty one years or older at the time of the event.

C. A minimum of one swimming adult chaperone is required for every five (5) children ages 5 and younger. Additionally, a minimum of one chaperone per every twenty (20) youth (ages six to seventeen) must be in attendance at the event.

III. Licensee Obligations.

A. Licensee shall have sole responsibility to obtain any and all permissions that are required as a condition of using works that are protected by copyright law, including but not limited to music, sound recordings, scripts, films and movies ("Copyrighted Works") and to pay for any and all royalty payments, dues and fees related to the use of Copyrighted Works. Licensee agrees to indemnify and hold harmless the City of Carmel, Clay Township, Carmel Clay Board of Parks, Carmel Clay Parks & Recreation, any of their respective officers, agents or employees from and against any and all claims, losses and expenses (including but not limited to attorney's fees) incurred with respect to all such matters.

B. Licensee shall not use the name of CCPR in Advertisements for any purpose other than identifying the location of the Event. Co-sponsorship of an event requires prior written approval from CCPR.

C. If Licensee desires to have any food or beverage concessions made available in connection with the event, Licensee shall contract with Ritz Charles Catering or with the Monon Community Center Food for concession stand service. Licensee shall enter into a separate written agreement with Ritz Charles and Ritz Charles shall coordinate such services with CCPR. CCPR reserves the right to review all contracts between the Licensee and third party contractors.

IV. Insurance, Indemnification and Liability.

A. Licensee shall be liable for any and all claims, liabilities, damages, and expenses whether to person, property or other interests (including but not limited to attorney's fees) (collectively, "losses") that arise out of or relate to any threatened, alleged or actual violation or breach of any provision of or duty owed under this agreement by licensee and/or any agents, employees or contractors of licensee and/or the activities of any agents, employees or contractors of licensee and/or the activities of any event invitees and agrees to hold harmless and indemnify CCPR from and against the same.

B. Under no circumstances shall the City of Carmel, Clay Township, Carmel Clay Board of Parks, Carmel Clay Parks & Recreation, any of their respective officers, agents or employees be liable for any injury, damage or loss of personal property caused by the negligence or misconduct of the licensee or any officers, agents, employees or invitees of licensee and/or for any damage caused by such persons to, on or about the licensed space.

V. Force Majeure. For purposes of this section, Emergency Occurrences mean events beyond the reasonable control of any party and unforeseen events including but not limited to acts of God, acts of the State in its sovereign or contractual capacity, weather and natural disasters or emergencies, power or water outages, civil unrest, threat to national security, fire, causality, labor strike, power or equipment failures. CCPR shall not be liable for any cancellation, discontinuance, or change in the location of the Event that is caused by any Emergency Occurrence.

VI. Termination.

A. Licensee may terminate this Agreement with at least thirty (30) days prior written notice to CCPR. If Licensee terminates this Agreement under this section, Licensee shall be liable to CCPR for any costs in excess of the deposit that CCPR has incurred or is not able to cancel as a result of Licensee's termination and shall remit such payment within thirty (30) days of receipt of an invoice from CCPR.

B. CCPR shall have the right to cancel this Agreement without liability to Licensee if (1) the Licensee fails to perform any of its obligations herein, or (2) the Licensee fails to demonstrate adequate financial resources to present the Event.