

# A G R E E M E N T

for the use of

## Hamilton County Parks and Recreation Facilities

The following rules and regulations have been promulgated by the Hamilton County Parks and Recreation Department for any person, group, corporate or other entity using the facilities. Strict adherence to these rules is required, and any request for a waiver of any rule must be made in writing. No waiver, change or amendment of these rules will be affected unless made in writing and signed by the Parks Department Director or designate.

### ARTICLE I RENTAL RATES AND AGREEMENTS

**A. Contract of Usage:**

1. Agreement

A signed contract, time booking and damage deposit, and fee must be returned to the Hamilton County Parks and Recreation (HCP&R) staff on the date of reserving the facility. Failure to do so will result in a loss of the reservation date.

2. Alcohol beverage consumption (only permitted at Osprey Pointe Pavilion)

A signed contract, damage deposit, fee, and liquor license (See Alcoholic Beverage Section) must be returned to the Hamilton County Parks and Recreation (HCP&R) staff on the date of booking the Osprey Pointe Pavilion. Failure to do so will result in a loss of the reservation date.

3. For park rentals (excluding Osprey Pointe Pavilion non-alcohol deposit renters, shelters, and Cool Creek Nature Center Auditorium) at a Hamilton County Parks & Recreation facility, renter must provide a Certificate of Insurance listing HCP&R as an additional insured.

**B. Damage Deposit (Refundable)**

1. The damage/cleanup deposit fee of **\$100.00** or **\$400.00 (with alcohol)** is required from all renters at the time the contract is signed. The damage deposit will be refunded if the renter has complied with all terms and provisions. The damage deposit for no alcohol (\$100) will not be refunded if alcohol is present during rental. The damage deposit is due the date of making the reservation. Failure to pay the damage deposit within this time period will result in a loss of the reservation date.

2. Cash, checks or money orders should be made payable to:  
**Hamilton County Parks and Recreation Department or (HCP&R)**

3. Damage deposits will be returned 30-60 days after rental date subject to the facility's condition and any cleanup claims. The cleanup or repair fees, if applicable, will be deducted from the damage deposit.

**C. Rental Fees and Usage**

<b>Osprey Pointe Pavilion</b>	
Facility Rental Rate for in County Residents	\$160.50 for 4 hours
Non-resident Rate	\$240.75 for 4 hours
Additional Hours	\$42.80 per hour
AV Equipment	\$35
Damage Deposit	\$100
Alcohol Deposit	\$400

\*Maximum Capacity: 101

\*Rental Rates include an on-site security guard and use of all tables and chairs

\*4 hour minimum rental rate

<b>Cool Creek Nature Center Auditorium</b>	
Facility Rental Rate <b>During Business Hours</b> Mon-Sat 10am-5pm / Sun 1-5pm*	\$100/ (\$107 w/ tax) 3 hour minimum
Non-resident Rate <b>During Business Hours*</b>	\$175 (\$187.25 w/ tax) 3 hour minimum
Facility Rental Rate <b>After Business Hours*</b> (see Business Hours above)	\$150 (\$160.50 w/ tax) 4 hour minimum

Non-resident Rate <b>After Business Hours*</b>	\$225 (\$240.75 w/ tax) 4 hour minimum
Additional Hours	\$40.00 (\$42.80 w/ tax)
Damage Deposit	\$100

- Maximum Capacity: 140
- No rentals past 11:00pm
- Alcohol is prohibited
- After hours rental rates include a charge for a security guard to be on site during the rental.
- Use of designated tables and chairs.

**Park Fields**

\*Fees are for one field for 2 hrs of usage unless otherwise stated.

Cool Creek Park Soccer		
Field	Fee	Deposit
Monday - Friday 8 am - 5 pm; 2 hours per field	\$50	\$100.00
Monday - Friday 5 pm - 9 pm; 2 hours per field	\$50	
Saturday - Sunday; 2 hours	\$150	
Saturday - Sunday for 9 hours	\$800	
2 hours, twice a week for 12 weeks	\$800	

**Cool Creek Trail/Road -- can rent the paved loop**

Rate for 4 hour usage	Additional Hours Fee	Deposit	Maximum Capacity
\$107.00		\$250.00	300

**Geist Park**

Rate for 4 hour usage	Additional Hours Fee	Deposit	Maximum Capacity
\$350.00	\$50.00 per hour	\$250.00	100

**Morse Park South/North Softball Fields**

Rate for 2 hour Usage of 1 Field	Rate for 9 hours	Deposit	Lights Fees
Mon-Fri 8am-5pm \$25.00	\$150.00		\$35 for first 90 minutes
Mon-Friday 5pm-9pm \$75.00		\$100.00	\$15.00 per every additional hour
Sat - Sun - \$75.00	\$400.00		
Softball League	Rate = \$475 per league per season; Contact Danny Stone for more information at 317-430-9502		

**Morse Park Osprey Pointe Pavilion Lawn**

Rate for 4 hour usage	Additional Hours Fee	Deposit	Maximum Capacity
\$100.00	\$25.00 per hour	\$250.00	100

\*Maximum Capacity: 100

**Potters Bridge -- this is a public facility even during weddings!**

Rate for 4 hour usage	Additional Hours Fee	Deposit	Maximum Capacity
\$400.00	\$75.00 per hour	\$250.00	100

**\*\*ALL PRICES INCLUDE TAXES\*\***

1. Transaction fees will be calculated to the overall rental price.
2. The deposit, full payment, signed contract, and insurance form (if necessary) are all **due at the time of booking**. Make all checks payable to **Hamilton Count Parks and Recreation Department (or) (HCP&R)**. Please send all the proper information and payments to:

Administration Office  
15513 South Union Street  
Carmel, IN 46033

**For Cool Creek Nature Center Auditorium Rentals:**

Cool Creek Nature Center  
Attn: Rental coordinator  
2000-1 East 151<sup>st</sup> Street  
Carmel, IN 46033

3. **The deposit and the payment checks must be written out on 2 separate checks.**

**COMBINED CHECKS WILL NOT BE ACCEPTED.**

4. Osprey Pointe Pavilion Rentals:

- i. The room fee includes use of: 20, 6ft rectangular tables, 100 standard sized chairs, a small kitchenette which includes a microwave, garbage disposal, and full size refrigerator, and renter/guest's use of the male and female restroom facilities.
- ii. The facility shall be rented twice daily with a half an hour between rentals.
- iii. Cancellation Clause
  - i. Rental fee and damage/cleanup deposit may be refunded on any cancellation made no later than 30 days prior to the rental date to receive a refund minus the sales tax. To cancel the contract, the renter must call the Administration Office at 317-770-4400 and advise the staff of the cancellation and make arrangements for the refund. If cancellation of the Contract should occur in less than 30 days prior to the rental date, the renter will be refunded the deposit only.
  - ii. If you wish to change your reservation times, we will need a two weeks' notice prior to your rental date. Departmental approval/authorization is required. Approval is not guaranteed.
- iv. Set up and Cleanup Policy
  - i. Renters will incur the hourly fee of \$42.80, if set up and cleanup takes longer than your scheduled time. Refer to cleanup Section for more information about cleanup procedures.

5. Cool Creek Auditorium Rentals:

- i. The room fee includes the use of approximately 16, six foot rectangular tables, 140 standard size chairs, small kitchenette which includes a microwave, refrigerator, and renter's/guests use of the male and female restroom facilities.
- ii. Cancellation Clause
  - i. Rental fee and damage/cleanup deposit may be refunded on any cancellation made no later than 30 days prior to the rental date to receive a refund minus the sales tax. To cancel the Contract, the renter must call the Cool Creek Nature Center at 317-774-2500 and advise the staff of the cancellation and make arrangements for the refunds. If cancellation of the contract should occur in less than 60 days prior to the rental date, the renter will be refunded the deposit only.
  - ii. If you wish to change your reservation times, we will need a two weeks' notice prior to your rental date. Departmental approval/authorization is required. Approval is not guaranteed.
- iii. Set Up and Clean Up Policy
  - i. Renters will incur the hourly fee of \$42.80, if set up and cleanup takes longer than your scheduled time. Refer clean up Section for more information about clean up procedures.

**ARTICLE II  
RULES AND REGULATIONS FOR USE OF FACILITY**

**A. Alcoholic Beverage, Controlled Substances and Hunting**

1. The use of drugs and controlled substances by any person not having a prescription for said drugs or controlled substances is forbidden at all HCPR facilities.

2. Hunting, open fires, and fireworks are **not** allowed on any Hamilton County Parks and Recreation facilities.
3. **For Osprey Pointe Pavilion only**, a **\$400.00** damage deposit is required at time of reservation; if there will be serving of alcoholic beverages, which will be refunded (see refund section). Alcoholic services **catered** are required to provide a copy of their liquor license and proof of insurance **two (2) full working weeks prior** to rental. Alcohol provided by **renter** is required to provide a host liquor liability insurance certificate from either homeowner's or renters insurance naming **Hamilton County Parks and Recreation Department as additional insured** the same day of making a booking of the facility. If individuals are bringing their own alcohol or none is being served, no insurance is required.
  - I. Pursuant to the Hamilton County and State Fire and Safety Codes, no doorways marked with an "Exit" sign may be blocked for any reason
  - II. **Only canned beer and wine are allowed at the Osprey Pointe Pavilion.**
  - III. **NO hard liquor or kegs permitted. (NO glass bottles are allowed for Osprey Pointe Pavilion.)**

**B. Fire Safety**

1. Smoking of tobacco or any other combustible product is prohibited inside all Hamilton County Parks and Recreation facilities.
2. **No lit candles (other than birthday cakes or the like), votive/tea light, candelabra, torches, flares, fog machines or other such items are permitted** inside the facilities. Use of such votive/tea lights, candles, candelabras, torches, flares or other related matters outside the building must first obtain written permission for usage by the Director and/or designate.
  - I. Pursuant to the Hamilton County and State Fire and Safety Codes, no doorways marked with an "Exit" sign may be blocked for any reason.

**C. Decorating**

1. Walls
  - I. No nails, hooks, tacks, etc., shall be allowed in or on the walls of the building. Thumb tacks can be used in the carpet panels in the (Cool Creek Nature Center Auditorium only.)
  - II. Tape (scotch or masking only) is permitted on walls.
2. Setup
  - I. **Renters are in charge of their own setup, breakdown, and clean up.**
3. Other Restricted items
  - I. No table confetti/sprinkles, silly string, or piñatas are permitted in the facilities.
  - II. Sport balls or other items capable of leaving holes in walls and windows are also restricted from use.
  - III. No type of party confetti is permitted.
  - IV. Bounce house use must be reported to the department at the time the contract is signed and only be used with a Certificate of Insurance from the renter or bounce house provider that names Hamilton County Parks and Recreation Department as an additional insurer.
3. Tables and Chairs
  - I. A Renter may rearrange the tables and chairs in the rented facility to conform to their particular needs.
  - II. No equipment is to be removed from the facility without written permission from the Director and/or design.
  - III. Any area after a completed rental left in a dirty, messy or un-cleaned condition and requiring Park Department personnel to clean, will be billed to the Renter and may result in the non-refund of the damage deposit.
4. Area Restrictions
  - I. Groups are restricted only to the room and area specified in the Contract.
  - II. Children (individuals under the age of 21) are not to be allowed in the storage and utility rooms.
  - III. Children must be supervised at all times.
5. Nuisance Restrictions
  - I. Any Renter intending to use a sound system or have a disc jockey in attendance must make their intention known prior to entering into the Rental Contract. Use of any amplified sound system for playing of music or otherwise must be done so that it is not a nuisance to other guests of the park and or facility and must be coordinated with the HCP&R staff. Renters must provide their own sound system.
  - II. No Renter may burn or cause any strong odor to be released in the facility. No bright lights or strobes may be used, inside or out, without prior written permission of the Director and/or designate.
6. Chaperones
  - I. Children or youth under the age of 21 must be chaperoned by adults over the age of 21. Names of the chaperones must be listed on the Rental Contract.

7. Hours of Operation and Rentals
  - I. No rental activity may be earlier than 6am or later than 11:00pm. This includes cleanup of the facility.
  - II. Facilities may be subject to county holidays. See holiday schedule regarding facility closing dates.
8. Security Clause
  - I. Renters of Osprey Pointe Pavilion or Cool Creek Nature Center (during afterhours rentals) will be supplied a staff and/or security representative by the Hamilton County Parks and Recreation Department. This person will be able to assist in location of tables, chairs, restroom, kitchen, and provided supplies as stated in the rental contract. This person is available for any emergencies or trouble with the facility.

### **ARTICLE III CLEANUP POLICIES**

#### **A. Cleanup**

1. After rental event, tables and chairs must be cleaned with soap and water. Return all tables and chairs to storage room **(when provided)**.
2. All groups using the facility must return the floors and equipment to the original state of cleanliness as they found them. The entire area must be swept.
3. Floors: Soiled, stained or dirty areas must be swept and/or wet mopped. Mopping and sweeping supplies may be obtained from the HCP&R staff or security.
4. Trash Removal: Containers provided by the HCP&R staff for all waste paper, food waste, etc. in all areas used, including restrooms, kitchen and outside areas must be cleaned. All trash bags must be removed from containers, tied and placed in the trash dumpster outside the facility. **Put new trash bags in the trash cans after trash removal.**
5. Renters are requested to turn off all inside lighting before leaving the premises.
6. We ask that marked recycling containers should only include glass, cans, and plastic bottles. Food and other non-recyclables must not be placed in recycling containers.
7. The HCP&R staff will be responsible for emptying containers marked "Recycle".

#### **B. Refund of Damage Deposit**

1. A damage deposit or cleaning deposit may be refunded if:
  - I. The facility must be returned in good condition, vacuumed, clean, no breakage or damage occurs, trash is removed, and if the rules and regulations controlling use of the facility are not otherwise violated.
  - II. Cleanup must be to the satisfaction of the HCP&R staff. (Note: Deposited damage deposit checks will be refunded within 30-60 days, through the United States Postal Service).
  - III. Any additional time needed by HCP&R staff for excessive cleanup will be charged at a rate of \$42.80 per hour and will be deducted from the damage deposit or cause the non-refund of the security deposit.

### **ARTICLE IV MISCELLANEOUS PROVISIONS**

#### **A. Charging of Admission**

1. Charging of admission of scheduled events should be only on a pre-registration basis. Events such as classes or workshops, etc are permitted. Use of this facility that would charge an on sight registration or admission by general public/visitors of the park is prohibited, unless written request is submitted at the time of booking. This would require approval by the HCPR Director or Designee.

#### **B. Parking**

1. It is possible that more than one (1) event may be ongoing at the facility and renters are expected to share the parking areas. Additional parking is available in the designated parking lot. Parking on the grass is prohibited when the ground is wet, soft or snow covered.

#### **C. Holiday Scheduling**

1. All park facilities for rent will not be available on some major scheduled holidays, weekend holiday and some scheduled Hamilton County holidays. Check with the HCP&R Staff to be certain of the holiday schedules.

#### **D. Storage**

1. No storage of renter or user's equipment or material is allowed in the facility beyond the rental time of the Contract.
2. Overnight storage of supplies will be charged at \$42.80 pending the approval of the Director and/or designate.

**E. Temperature Control**

1. We ask that you be conscious of our efforts to conserve energy and your cooperation is appreciated. Control of the heat and air conditionings settings must be through the HCP&R Staff and/or security.

**F. Problems with Facility**

1. If you experience any problems or difficulties with the building, please check with the staff or security on duty. You may also contact the emergency numbers listed below.

**G. Failure to Abide by Rules and Regulations**

1. If the Renter violates the Rules and Regulations governing the use of the facility or there is a failure to pay the fees required, the renter may be barred from future use of the facility. In addition, should the Department be required to enforce the rules and regulations through civil or criminal litigation, the Renter shall be responsible for the costs of the litigation. This would include reasonable attorney's fees, interest at the Indiana Judgment Rate and any other reasonable or necessary costs of collection or enforcement.

**H. Suggestions**

1. If you or someone in your group has a suggestion for improving the use of the building and grounds, please let us know by calling our Administrative Office at 317-770-4400. With the return of your damage deposit, you may receive a survey in order that we may provide better services to you in the future. Thank you for using HCPR. We appreciate your adherence to these rules and regulations.

**I. Rental rates, terms and rules may be reviewed and amended annually.**

Allen Patterson  
*Park Director*

## Emergency Numbers

If no one has arrived at the facility for your event, please contact:

**Eagle Trident, Security** 317-573-6799 (w)  
(Osprey Pointe Pavilion and Cool Creek  
Nature Center ONLY)

**Emergencies** 911

Facility and Rental Emergencies:

**Chris Stice** 317-714-7082 (m)  
317-815-8828 (h)

**AI Patterson** 317-714-7088 (m)  
317-574-9647 (h)

**Amanda Smith** 317-714-7144 (m)  
(Nature Center) 317-867-5352 (h)



# Facility Permit Request Form

Name of Group or Event:	Date Submitted:
Submitted By:	Federal ID or Drivers License Number Required:
Phone Number:	E-Mail Address:
Street Address:	City/State/Zip Code:

## Description

Facility or Plot Requesting/ Purpose of Event:		
Date(s) of Rental:	Time(s) of Rental Begin:	Time(s) of Rental End:
Cater Name:	Contact Name:	Contact Phone Number:
Alcohol (Only at Osprey Pointe Pavilion): License Information sent to Parks	<input type="checkbox"/>	Liquor License Number:
Notes / Special Concerns:		
<input type="checkbox"/> (Please Initial) I have read and agree to abide all rules and regulations pertaining to this rental.		
Date:	Signature:	

### Any additional comments or request, please attach appropriate paperwork.

It is understood that no person, group, or organization has any vested right to the exclusive use of park property. The use of all/any park property is subject to availability and approval by the Hamilton County Parks and Recreation Department and are subject to the policies, rules, regulations, and guidelines of the Hamilton County Parks and Recreation Department. All requests and paperwork related to it must be received by the Hamilton County Parks and Recreation Department within 10 days of reserving the date.

It is understood that the Hamilton County Parks and Recreation Department sponsored activities have priority over all other activities in using park facilities and this permit is subject to cancellation. If a special use permit is granted, the users agree to be responsible for any accidents or injuries sustained by any person attending or participating in the program or activity at the park, and to be responsible for the replacement in case any damage or loss is incurred. All users agree to adhere to the rules, applicable federal, state, and local laws and any specific guidelines outlined in the special use permit. The hereby signer acknowledges receipt of the rules.

### Departmental Use Only

Information Received On:	Amount Due:	Receipt Number:	Check Number of Damage Deposit:
Space Available: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partial	Volunteering Hours: \$12.00 per Hour		Volunteer Deadline:
AV Equipment Requested (for Osprey Pointe Pavilion Only): <input type="checkbox"/> Yes <input type="checkbox"/> No	Paid \$35 Fee: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Request approved and granted as requested <input type="checkbox"/> Request approved subject to conditions, see attached.	Deposit:	Rental Fee (add10% Non County):	
Approved By:	Date:	<input type="checkbox"/> Denied	Explanation:
		Date:	
Notes:			