



## Agreement for use of Westfield Washington Township Parks and Recreation Facilities

*The following rules and regulations have been promulgated by the Westfield Washington Township Parks and Recreation Department (WWTPR) 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 Township Trustee or designate.*

### ARTICLE I - RENTAL RATES AND AGREEMENTS

#### Contract of Usage:

1. Agreement  
A signed contract, time booking and damage deposit, and fee must be returned to the WWTPR 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 is prohibited.
3. For park rentals at a WWTPR facility, renter must provide a Certificate of Insurance listing Westfield Washington Township, Hamilton County as an additional insured.

#### Damage Deposit (Refundable):

1. The damage/cleanup deposit fee of **\$100.00** 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 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: **Westfield Washington Township**
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.

#### Rental Fees and Usage:

<b>MacGregor Park</b>	
Large Shelter	\$40.00 per day
Small Shelter	\$30.00 per day
Both Shelters	\$60.00 per day
Damage Deposit	\$100.00
Trash Removal	\$20.00

1. The deposit, full payment, signed contract, and insurance form (if necessary) are all **due at the time of booking**. Make all checks payable to **Westfield Washington Township**. Please send all the proper information and payments to:  

**1549 E Greyhound Pass  
Carmel, IN 46032**
2. **The deposit and the payment checks must be written out on two separate checks. COMBINED CHECKS WILL NOT BE ACCEPTED.**
3. Shelter Rentals
  - a. The shelter fee includes the use of picnic tables (4 tables in small shelter and 8 tables in large shelter).
  - b. 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. To cancel the Contract, the renter must call the Westfield Washington Township at 317-574-9490 ext 5 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.
- c. Clean Up Policy
  - i. Renters will incur a fee of \$20.00, if trash is not cleaned up. Refer clean up Section for more information about clean up procedures.

## ARTICLE II - RULES AND REGULATIONS FOR USE OF FACILITY

1. Alcoholic Beverage, Controlled Substances and Hunting
  - a. The use of drugs and controlled substances by any person not having a prescription for said drugs or controlled substances is forbidden at all WWTPR facilities.
  - b. Hunting, open fires, and fireworks are **not** allowed on any WWTPR facilities.
  - c. **Alcohol is prohibited**
2. Fire Safety
  - a. Smoking of tobacco or any other combustible product is prohibited inside all WWTPR facilities.
  - b. **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.
3. Decorating
  - a. No nails, hooks, tacks, etc., shall be allowed in or on the walls of the building.
  - b. Tape (scotch or masking only) is permitted on walls.
4. Setup
  - a. **Renters are in charge of their own setup, breakdown, and clean up.**
5. Other Restricted items
  - a. No table confetti/sprinkles, silly string, or piñatas are permitted in the facilities.
6. Chaperones
  - a. Children or youth under the age of 18 must be chaperoned by adults over the age of 18. Names of the chaperones must be listed on the Rental Contract.
7. Hours of Operation and Rentals
  - a. No rental activity may be earlier than 6am or later than 11:00pm. This includes cleanup of the facility.

## ARTICLE III - CLEANUP POLICIES

1. Cleanup
  - a. 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.
  - b. Trash Removal: Containers provided by the WWTPR staff for all waste paper, food waste, etc. in all areas used, including restrooms 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.**
    - i. A \$20.00 trash removal fee will be charged if trash is not removed from facility.
2. Refund of Damage Deposit
  - a. A damage deposit or cleaning deposit may be refunded if:
    - i. The facility must be returned in good condition, 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 WWTPR 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 WWTPR staff for excessive cleanup will be charged at a rate of \$30.00 per hour and will be deducted from the damage deposit or cause the non-refund of the security deposit.

## ARTICLE IV- MISCELLANEOUS PROVISIONS

1. Parking
  - a. 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.

2. Storage
  - a. No storage of renter or user's equipment or material is allowed in the facility beyond the rental time of the Contract.
3. Problems with Facility
  - a. If you experience any problems or difficulties with the building, please check with the staff. You may also contact the emergency numbers listed below.
4. Failure to Abide by Rules and Regulations
  - a. 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 WWTPR 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.
5. **Rental rates, terms and rules may be reviewed and amended annually.**

## Emergency Numbers

Westfield Washington Township Office	317-574-9490
Emergencies	911