

Chapter 1.10

CONTRACT FOR USE

Ferdinand Senior Citizens Center

Pursuant to the provisions of Town of Ferdinand Municipal Code, the following named group, organization, or individual and all members thereof and the signatory hereto (hereinafter jointly and severally referred to as "User") does hereby agree with the Town of Ferdinand, Indiana (hereinafter referred to as "Town"), to use the facility, known as the Ferdinand Senior Citizens Center on _____ (date) from _____ to _____ (time).

User agrees that in consideration of the use of said facility that the Town and any other person, firm or organization having responsibility for said facility under the Town or in conjunction with the Town shall not be liable under any circumstances for any injury to User or any member or guest or other person using said premises under or as a result of this Contract or for any loss or damage to property brought on the facility by User, its members, guests or other persons who use the facility under or as a result of this Contract, whether such injury, loss or damage occurs by reason of negligence of the Town or the Town's boards, commissions, members, agents, employees, or of any other agent or employee of the Town, its boards and commissions, or shall occur otherwise, or by any other means or in any other manner.

User, in further consideration for the use of said premises agrees to defend, indemnify and hold harmless the Town, its successors, and assigns, and its boards and commissions and their, and each of their officers, members, agents, and employees and their, and each of their successors and assigns, of

and from all claims, demands, damages, suits or actions including attorney fees and costs of defense which may be brought against them or any of them for injury to persons, including death, or damage to property, arising out of or resulting from, or in any way connected with the occupancy by or use of the facility by User, its members, guests, and any other persons using the facility under or as a result of this Contract, for alleged acts or omissions on the part of the Town, its boards and commissions, and their and each of their officers, members, agents, and employees and their and each of their successors and assigns.

User, in further consideration for the use of said premises, agrees to vacate the premises in a timely manner, leaving the premises in a clean and orderly fashion, and without any damage to the premises. User shall be liable to the Town of Ferdinand for extra rental charges, cleaning charges, damages, and attorney fees and costs incurred for any violation of this Contract For Use.

I, the undersigned, certify that I have read this Contract; that I have read Ferdinand Municipal Code Chapter 1.10 and understand that such is incorporated herein and is part of this Contract; and that I have legal authority to bind the User and all of its members to this Contract.

(Name of User)

Date: _____

(Name of Person Signing)

TOWN OF FERDINAND

Date: _____

By: _____
Clerk-Treasurer"



Town of Ferdinand
2065 Main Street
PO Box 7
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twnofferdinand@psci.net

GUIDELINES TO FOLLOW IF YOU HAVE LEASED THE SENIOR CENTER

1. Please obey any additional postings as may be necessary if you are leasing the Senior Center during the pandemic. Those postings will be posted on the entryway doors.
2. Reservations are required (with the exception of the meetings of the Ferdinand Senior Citizens, Inc. and the Daughters of Isabella).
3. You must sign a lease and pay the lease fee at Town Hall and return your key in a timely fashion.
4. One trash bag will be provided. You will need to bring more trash bags if you anticipate the need for more than one. You must take your trash with you when you leave.
5. Please pick up the key to the Senior Center at Town Hall during regular working hours. You may return it to Town Hall during regular working hours or place it in the night deposit in a sealed envelope.
6. There are cleaning supplies in the closet by the restrooms. Sweep the floors and clean up any spills you have. Rags and towels for clean up are not provided.
7. Do not park along the apartment side of the parking lot. Those spaces are for the Ferdinand Housing residents. There is ample parking on the street. There are also a few spaces available in the lot that are closest to the Senior Center.
8. The white refrigerator and the microwave are available for your use. Please clean out the refrigerator and microwave after use. Do not use the silver refrigerator. It belongs to the Senior Citizens and does not work properly.
9. The ice machine usually has ice available for your use. During the pandemic, the ice machine will not be available for your use.
10. A phone is available onsite and may be used for emergency purposes.
11. If you move tables and chairs, please put them back where they were before you leave.
12. The Senior Center has a seating capacity of 100 persons during normal times and the capacity is dramatically less during periods when social distancing practices are required.
13. DO NOT turn on the food warmer. Food may be set up in the food warmer, but it is not to be turned on.
14. Your rental is limited to use of the main meeting room, the foyer and the restrooms. The commercial grade kitchen is leased exclusively to Vincennes University/Generations. It is not available for your use.
15. You are responsible for cleaning and for damages.