

ESEC Training Grounds
Rental Agreement

This agreement ("**this Agreement**") is entered into on **DATE** and between the **Emergency Services Education Center [ESEC]** as owner of the **ESEC Training Grounds located at 400 North High School Road** in Indianapolis, Indiana, and **_____ "Renter"** for the use of the **TRAINING GROUNDS**.

The Renter and the ESEC/School District hereby agree as follows:

1. **The Rental Fee & Event Description.** In exchange for payment of a rental fee of **\$0.00** ["Rental Fee"], the Renter shall have the right to use the Training Grounds and its adjoining parking lot and restroom facilities on **DATES**.
2. **Cancellation by Renter.** If the Renter cancels this Agreement at least thirty [30] days prior to the Event, the School District will refund the rental fee.
3. **Cancellation by the School District.** If the School District is unable to provide the training grounds because of total or partial destruction of the training grounds, interruption in utility service, inclement weather, or any other cause beyond the School District's reasonable control, then both the School District and Renter will be excused from further performance of this Agreement, and the School District will repay all amounts previously paid to the School District by the Renter. Upon the completion of the repayment, the School District shall have no other liability or obligation to the Renter. Except as provided in this paragraph, the Renter will not be excused from payment of the Renter Fee and all deposits because of the Renter's inability to use the training grounds.
4. **Alcoholic Beverages.** The provision or sale of alcohol on the premises of the training grounds is NOT permitted. The Renter agrees that participants in the Event will not be permitted to bring alcoholic beverages of any kind on the premises of the training grounds. Possession or consumption of an alcoholic beverage by anyone attending the Event under the age of twenty-one (21) is prohibited.
5. **Renter's Agents** The Renter and the Renters' agents will abide by any School District Rules, Policies and Conditions with respect to the Use of the training grounds. The use of the training grounds in any manner, or for any conduct, which violates any illegal activity including gambling, drug possession or use, and illegal consumption of alcohol by persons under the age of twenty-one (21) is prohibited and shall be cause to terminate the balance of Event.
6. **Safety and Security.** The safety of all persons visiting the Training Grounds is the first priority for the School District and the Event may be terminated if it can not be continued safely. If a dangerous condition is identified by the Fire Marshal or illegal activity is identified by the School District or law enforcement officer, the Event may be terminated if the dangerous condition or illegal activity can not be adequately addressed in the opinion of the School District or law enforcement officer. For purposes of this provision of this Agreement, law enforcement officers include officers of the Indianapolis, Metropolitan Police Force and the Fire Marshal. If illegal activity attributable to the Renter occurs in the course of the Renter's use of the training grounds, the Renter forfeits all payments made.
7. **Chaperon Requirements for Minors.** The Renter agrees to provide one adult at least twenty-one (21) years of age as a chaperon for every ten (10) persons participating in the Event who are under twenty-one (21) years of age. College groups must be chaperoned by at least four (4) persons at least twenty-one (21) years or older who are faculty members or parents of students in attendance at the Event.
8. **Renter Indemnification of School District.** The Renter agrees to indemnify the School District against all liability and cost, including attorney's fees, in any way connected with the Event or against all

liability and cost, including attorney's fees, in any way connected with the Event or the Renter's use of the training grounds. The School District may require that the Renter provide and prove the existence of adequate insurance coverage for this obligation. Renter bears all responsibility for the Event and its natural and foreseeable consequences and shall hold the School District and its employees, officers, and agents harmless from responsibility for any bodily injury or property damage to any and all persons arising out of the Event or the Renter's use of the training grounds.

9. Assignment of Rights Under This Agreement Prohibited. The Renter may not assign or transfer any rights under this Agreement except as agreed to in writing by the School District.

10. Use of Tobacco Products Limited. All School District facilities including the training grounds are **smoke and tobacco free** facilities.

11. Amendment of the Agreement. This Agreement sets forth all promises and conditions and the complete understanding of the School District and the Renter concerning the use of the training grounds for the Event. Any amendment or addition to this Agreement must be in writing and signed by the School District and the Renter.

The above terms and conditions are accepted.

Organization Name Date

ESEC Manager, Beverly Jenkins Date

Printed Name Phone Number

Printed Name Phone Number

Address

Return Agreement and Payment to:

City State Zip

ESEC
700 N. High School Road
Indianapolis, IN 46214