



**Hamilton County  
FRATERNAL ORDER OF POLICE**

**Francis Castor Lodge #103**

**7201 E. 196<sup>th</sup> Street • P.O. Box #639 • Noblesville, Indiana 46061  
317-776-1279**

**LODGE LEASE AGREEMENT**

*Mail contract to: P.O. Box 639 Noblesville, IN 46061*

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ **2010** by and between Hamilton County Fraternal Order of Police, Francis Castor Lodge #103, and Noblesville, Indiana 46060 (hereinafter referred to as "LESSOR") and

\_\_\_\_\_ Hereinafter referred to as "LESSEE".

**WITNESSETH::**

1. LEASE, LESSOR, for and in consideration of the covenants and agreements set forth herein below, agrees to lease to LESSEE the Lodge Building with the address of 7201 E. 196<sup>th</sup> Street, Noblesville, Indiana 46060.

2. TERM OF LEASE. The term of this lease shall begin at **8:00 A.M.** on the following date(s): \_\_\_\_\_ and shall terminate at **MIDNIGHT** on the same day.

3. PRESENT ON THE LEASED PREMISES. Use of the Leased Premises hereunder is conditioned upon lessee being present as a host at the event, and the Lessee shall be responsible for all guests attending the event.

**4. CONSIDERATION.**

a) The Lessee, concurrently with the execution of this Lease, has paid to the Lessor the total agreed rental for the term of this Lease of **\$ 25.00 to ACTIVE MEMBERS who attend 6 monthly meetings in a calendar year and \$75.00 to Active members who do not make the required 6 meetings discount.** One-half of the total rental fees shall remain a non-refundable deposit, in the event of cancellation.

b) A separate check/cash for DAMAGE/CLEANING DEPOSIT in the amount of **\$250.00** shall be included with the lease agreement and rental fee. *This check will be held until after your event to insure no damage has been done to the lodge. The original check will be returned to within 30 days upon inspection of the lodge and no damage has been done.*

**\*\* LEASE AGREEMENT, RENTAL FEE AND DAMAGE DEPOSIT MUST BE RETURNED TO LESSOR WITHIN 15 DAYS AFTER THIS AGREEMENT HAS BEEN MADE TO SECURE YOUR DATE. THERE SHALL BE NO EXCEPTIONS TO THIS RULE. (All checks need to be payable to: Hamilton County FOP #103.)**

5. DAMAGE/CLEANING DEPOSIT. Said sum shall be held by the Lessor subject to appropriation upon any claim arising from any damage to the Leased Premises by the Lessee or by its guests and attendees. Any portion of said sum not so appropriated should be returned to the Lessee within thirty (30) days after the termination of the Lease. In event that damages to the Leased Premises exceed said sum of \$250.00, the Lessee promises and agrees to pay to the Lessor within five (5) days after the termination of this Lease the amount of damages in excess of the \$250.00 damage deposit.

6. Contact Greg Marlow or Bob Rushforth to arrange access to the lodge on the day of the rental. [gmarlow@westfield.in.gov](mailto:gmarlow@westfield.in.gov) 317 896-5236 ext 3052 or [brushforth@westfield.in.gov](mailto:brushforth@westfield.in.gov) / 317 896-5236 ext 3288

7. USE OF TELEPHONE. Lessee is permitted to use telephone on the premises to make local calls. Lessee is not permitted to make any phone calls which would result in a charge or fee to the Lessor. Any long distance or other calls charged to Lessor by the telephone company may be assessed against any damage deposit set forth in Paragraph 5.

8. PRIVATE SECURITY. In the event the Lessor determines it is necessary to employ private security for the Leased Premises during the term of this Lease, then the Lessee agrees to pay the cost of the said private security of \$30.00 per hour, per security officer.

Check the Appropriate Box:

It is not necessary to have private security.

It is necessary to have private security for the function and \_\_\_\_\_ security officer(s) are needed for \_\_\_\_\_ hours. The total charge for this service is \$30.00 per hour.

9. COMMERCIAL FUNCTIONS. All commercial functions to be held on the Leased Premises must be approved in advance by the Lessor.

10. COMPLIANCE WITH LAWS AND ORDINANCES. Lessee agrees to strictly comply with all pertinent laws, ordinances, statues, and regulations whatsoever, of any governmental body or subdivision thereof, incident to its occupancy of the Leased Premises and its uses thereof. Illegal activities are forbidden and shall serve as grounds for immediate termination of this Lease.

11. TERMINATION OF LEASE. Upon the termination of this lease as set forth in Paragraph 2 of this Agreement, the Lessee and his guests and invitees shall promptly vacate the Leased Premises. Lessee agrees to leave the Leased Premises in excellent condition. This includes, but not limited to; removal of all trash and garbage to the dumpster, picking up all debris, vacuuming carpeted areas, cleaning out refrigerator, wiping off all tables and counter tops, wiping up any spillage on vinyl tiles, and moping the vinyl floors. **The key to the building is the same key needed to unlock the dumpster lock. Please make sure the dumpster is locked back up.** If the condition of the Leased Premises is not left in excellent condition, a charge to the Lessee may be assessed against the damage/cleaning deposit set forth in Paragraph 5.

12. ACTS BEYOND THE CONTROL OF LESSOR. Acts of occurrences beyond the control of the Lessor, which makes it impossible for the Leased Premises to be utilized by the Lessee, shall make this Lease null and void. Said acts or occurrences shall include but are not limited to such things as acts of God as well as acts or occurrences caused by the negligence and/or actions of third parties. In the event all fees will be returned, and the Lessee shall not be entitled to any other damages, fees and/or causes of action at law or in equity.

13. HOLD HARMLESS AND INDEMNIFICATION.

**A. The Lessee, as additional consideration to the Lessor for the rental of the Leased Premises, assumes all risks associated with such use by the Lessee, including, but not limited to, its own agents, servants, employees, independent contractors, invitees, guests, or licensees, and releases the Lessor from all liability to the Lessee, its agents, servants, employees, independent contractors, invitees, guests, or licensees and their respective personal representatives, assigns heirs and next of kin for all loss or damage, and all claims therefor, on account of injury (including death) to the Lessee or to any member of the Lessee's group or damage to the Lessee's property, whether caused by negligence of the Lessor or otherwise arising from occurring during the rental of the Leased Premises.**

B. Lessee further represents, covenants and warrants that it will indemnify and hold Lessor harmless from any loss, claims, actions, damages, or expenses whatsoever, including reasonable attorney fees, directly or indirectly resulting or occasioned to Lessor by the injury to or destruction of life or property resulting from the use and occupancy of the Leased Premises by Lessor,

including but not limited to, its own agents, servants, employees, independent contractors, invitees, guests, or licensee or by any other person and whether or not the injury, death, or damage is occasioned by the negligence of Lessor.

14. LIABILITY INSURANCE. If requested by the Lessor, the Lessee shall obtain and furnish to Lessor a policy of Liability insurance for the event or function covered by the Lease wherein the Lessor shall be named as an additional named insured as the Lessor of the premises. The amount of limits of the liability and coverage under the policy shall be determined by the Lessor, and the Lessee shall furnish, fifteen days (15) prior to its occupancy of the Leased Premises under this Lease, to the Lessor a certificate of Insurance which show Lessor as an insured party under the insurance policy and which sets forth the limits of liability coverage.

15. HOST LIQUOR LIABILITY. **The Fraternal Order of Police lodge #103 will not provide any alcohol to the lessee or guest pursuant to Indiana Law. The lessee may bring in alcohol to the event and only distribute said alcohol pursuant to Indiana Law** Indiana law requires you to have a license to "...Ship, barter, give away, exchange, furnish, or otherwise handle or dispose of an alcoholic beverage..." (except to give it to a family member or invited guest who is of legal age) This has been interpreted to mean that it is all right to serve your over-21 friends a beer or two but you can't sell it or receive anything of value in exchange for it. If your party gets larger than "invited guests," or if you plan to charge admission (or accept "donations"), you need to get a temporary permit. If you don't get a permit, you could be charged with:

Serving alcohol without a permit (a class B misdemeanor), or even "Maintaining a common nuisance" (a class D FELONY).

**The lessor is hereby released from any and all liability associated with the distribution of alcohol provided at the event by the lessee. The lessor may request the lessee pay for a representative to oversee and facilitate the distribution of alcohol provided by the lessee. In this case, the standard rate of \$15.00 per hour would apply with a minimum of 3 hours. This requirement is at the sole discretion of the FOP # 103 and may be deemed necessary to ensure all applicable alcohol regulation are complied with by the Lessee and the invited guests. A cash bar at the lessee's event held at the FOP #103 lodge is strictly prohibited by law.**

16. LESSOR'S INSURANCE WILL NOT COVER LESSEE'S OCCUPANCY OF THE LEASED PREMISES. Lessor's insurance will not cover Lessee's corporate and/or personal liability under its Insurance policy for any injuries (including death) to any person or damage to any property arising from the use of the Leased Premises, and it is recommended by Lessor that in event the Lessee is not required to furnish or provide insurance coverage pursuant to Paragraphs 15 and 16 of this Lease, that Lessee still obtain a policy or policies of Insurance to cover the Lessee and members of the Lessee's party while using the Leased Premises and related adjoining facilities.

17. INSPECTION. The Lessor shall have the right at all times to go on the Leased Premises during the term of this Lease for purpose of making inspections and to ascertain whether the Lessee is abiding by the terms and provisions of this Agreement. If the Lessor finds that the Lessee or its guests, invitees, agents, employees, licensees or independent contractors are violating any provisions of this Lease or of rules and regulations governing the use of the Leased Premises, the Lessor may immediately terminate this Lease and the lessor may pursue any other right of remedy at law or equity which it may have against Lessee for Breach of contract.

18. MISCELLANEOUS. This Agreement shall be binding upon and insure to the benefit of the respective parties hereto, their heirs, personal representatives, successors, and assigns. This

written Agreement supersedes and cancels all prior negotiations and agreements whatsoever. Only the joint written undertaking of the parties hereto shall amend this Agreement.

19. OTHER PROVISIONS:

**The Lessee must follow ALL CLEAN UP instructions given to them at the time they pick up the key.** If instructions are not followed this can reflect on reimbursement of the damage deposit. The Lessee understands that if the lodge is rented back to back that the Lessors cleaning crew may not have the opportunity to do a full cleaning prior to the your event. The Lessee agrees not to hold the Lessor responsible for the condition of the lodge as well as problems due to the act of god or beyond the Lessors control.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

LESSOR LESSEE

Hamilton County F.O.P. Lodge Representative

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Greg Marlow Events Coordinator

428-8357 (Cell Phone)

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

***THE KEY, CLEANING INSTRUCTIONS, THE ALARM CODES AND INSTRUCTIONS WILL BE PROVIDED THE WEEK OF YOUR EVENT BY A REPRESENTATIVE OF THE LODGE. YOU CANNOT ENTER THE BUILDING BEFORE YOUR EVENT.***

**SMOKING IS NOT PERMITTED INSIDE THE BUILDING.**

- You cannot enter the building before the day of your event. There is an additional day rental charge of \$75.00 OR \$25.00 for entering the building the day prior to your rental date. Absolutely no exceptions are allowed.
- If you should come in early the day of your rental you must set the alarm when you leave, do not leave any helium balloons up when you leave. Our alarm system is motion sensitive and helium balloons will set off the alarm.

You are responsible for leaving the lodge clean or in better condition than you found it. There is absolutely NO SMOKING allowed inside the building at any time. You must complete the following before you leave the building if you want all of your deposit returned. NO EXCEPTIONS!

- Smoking in the building \$ 250 fine
- Getting any type of stain on the carpet-beverage, gum, candle wax, etc. \$ 250 fine  
*(If carpet needs replaced you will be responsible for the additional cost.)*
- If you get any candle wax on anything \$ 250 fine
- ALL TRASH must be picked up inside and out and taken out to the Dumpster. The key to the building fits the Dumpster lock.  
Make sure the arm is secured down and RELOCK the Dumpster. \$ 75 fine
- Loosing the dumpster lock \$ 100 fine
- Wipe all tables and counters tops. \$ 25 fine
- Mop the tile floors. \$ 25 fine
- Vacuum the carpeted area. \$ 25 fine
- Clean out all items from the refrigerator and freezer, ice may be left. \$ 25 fine
- Make sure stove/oven and microwave are clean if you used it. \$ 25 fine
- If you Do Not read the instructions and set off the alarm \$ 75 fine
- **Make sure the ALARM is set when you leave.**

**(There will be a \$250 fine for leaving any of the doors unlocked or the alarm is not on.)**

If you do not clean the building you will lose your \$250 deposit. If you do not clean as directed above, the amount listed for that item will be deducted from your deposit.

- Any damage to the carpet, tiled area or any portion of the building will result in the loss of your deposit and may require additional funds paid by you if the cost should exceed the deposit amount of \$250.
- The key must be returned within 96 hours or 4 days to Greg Marlow or Bob Rushforth, or mail it to 17535 Dartown Rd, Westfield IN 46074- attention Greg Marlow. If the key is not returned within the period listed above, you will be charged \$50.
- Your deposit will be returned to you pending there is no damage or cleaning deductions within 30 days from the date of the rental. You will be contacted prior to and deductions from your damage/cleaning deposit.

**If you should have any questions, please contact Greg Marlow @ [428-8357](tel:428-8357)**