

RENTAL AGREEMENT FOR THE WINONA LAKE LODGE Units

The Lodge building located at 1592 Park Avenue, Winona Lake, Indiana may be rented, through the Town office, by outside individuals.

- The **individual entering into this agreement must be 21 (twenty-one) years of age** and prepared to present a valid driver's license as proof.
- A current certificate of insurance or a current homeowner's insurance policy must be presented.
- Any questions regarding the rental should be directed to the Town office at 574-267-7581.

TERMS FOR RENTING:

- The rental includes north and/or south units. If you have rented both units, then it will also include the conference room between said units (but NOT the kitchen attached to the conference room).
- Upon the rental of the building, the renter must sign the Rental Agreement.
- The building is a government building and must be treated as such; therefore, **no smoking or alcoholic beverages** will be allowed in the Lodge.
- Alcoholic beverages are also not allowed in the park.
- No firearms, fireworks, or incendiary devices are permitted in the park or the Lodge.
- Pets are NOT permitted in the park (except on the Greenway – bike/walk/run trail) or the Lodge.
- **No red or orange drinks** are allowed because of the possibility of stains.
- The building is air-conditioned; therefore, windows are NOT permitted to be opened. The front and back doors are NOT to be propped open at any time.
- Since the Lodge building is located in a residential neighborhood, it is the renter's responsibility to keep the noise level at an acceptable volume so as not to be disruptive to the neighborhood.
- According to the fire code, the unit is permitted to sleep a maximum of six people. Occupancy must be kept at that number or fewer.
- Upon completion of the Rental Agreement and payment of the rental fee and damage deposit, the building is considered rented for the date on the form.
- **The renter must have the facility cleaned and vacated by 10:00am**
The facility must be occupied or locked, if unoccupied, at all times during the rental period.
- The police and fire departments reserve the right to visit during the rental time to check compliance with this Agreement.
- Please pick up a key for the Lodge at The Winona Lake Town Hall by 4:00 p.m. check-in time on Saturday. Otherwise if you are going to be later than 4:00 p.m., you will need to contact Holly at 574-376-0929 to schedule your check-in time.
- Please complete the check-in checklist and drop it by the Town office before closing at 4:00 p.m. on Monday. This checklist will be compared to the checklist

completed by the staff to determine what items are missing and need to be replaced in the unit. Said items will be deducted from the cleaning/damage refund.

- The key should be left with the staff at the time of check-out at 10:00 a.m. If you intend to leave prior to check-out, or if staff is not present, please leave the key on the fireplace mantle and lock all doors behind you as you leave. You may also leave your cleaning checklist with your key.
- The renter is responsible for your party and any visiting guests to abide by the terms and rules of this Agreement.

PARKING:

- There is one parking space per unit next to the Lodge building. There are also additional spaces designated for "Lodge Parking". Any additional parking should be confined to the parking lots on the public park property. **No driving, parking, or unloading is allowed on the park grounds.**
- It is the responsibility of the renter to inform guests of the parking restrictions. Return of the cleaning/damage deposit may be reduced or forfeited if vehicles are driven on the park grounds.

PAYMENT:

- Rental of the north or south units from 4:00 p.m. on Saturday through 10:00 a.m. on the following Saturday is \$700.00 plus applicable taxes for a total of \$784.00.
- Rental of the north or south units from 4:00 p.m. on Friday through 10:00 a.m. on Sunday is \$350.00 plus applicable taxes for a total of \$392.00.
- An additional refundable cleaning/damage deposit of \$100.00 will be charged for all rentals.
- In the event of a cancellation, the rental and cleaning/damage deposit fees will be refunded, except for the following charges which will be deducted from the fees prior to refunding:
 - cancellations made prior to 120 days from rental date – Fifty Dollars (\$50.00);
 - cancellations made prior to 60 days, but after 121 days from rental date – One Hundred Dollars (\$100.00); or
 - cancellations made after 59 days from rental date – Two Hundred Dollars (\$200.00).
- The facility is rented on a first come, first serve basis with payment in full. We cannot hold the building per phone request or partial payment.

NON-SUFFICIENT FUNDS:

- The renter will be charged an additional \$20.00 for a check that is returned for non-sufficient funds.
- Payment of the entire rental amount, cleaning/damage deposit, and the NSF charge by cash, money order, or credit card must be made promptly, upon notification from the Town office, or the Rental Agreement will be considered terminated.

RISK OF LOSS OR DAMAGE:

- The renter assumes all risk of loss or damage to personal and Town property caused by the renter and/or individuals in attendance.
- The renter agrees to return the property to the condition in which it was received from the Town.
- The renter will pay any and all attorney fees generated in the collection of damages.
- The renter and/or individuals attending also waive liability for injury occurring at the place of rental.

TERMS FOR REFUND OF THE CLEANING/DAMAGE DEPOSIT:

- The Lodge building must be left in the manner received.
- All furniture is to remain as placed in unit or returned to its proper spot.
- All dishes, utensils, cookware, tableware, and kitchen equipment cleaned and returned to proper storage area and should not be removed from the unit.
- All floors swept.
- All towels, washcloths, and bathmats should be piled in bathtub or shower in their respective bathrooms.
- All food items removed from stove and refrigerator.
- Stove and refrigerator cleaned.
- All refuse must be removed from the units and placed in the containers located outside in the fenced area. Fresh garbage bags will be provided in the containers. Any additional garbage bags for refuse will be the responsibility of the renter or can be requested at the Town office. All refuse must be contained in plastic bags.
- After paperwork from the renter and paperwork from the staff is compared, the Town office will process the cleaning/damage deposit refund. Any extra cleaning by the staff will diminish or cancel the refund. Replacement of any items missing or damaged will diminish or cancel the refund. Parking, driving, or unloading by vehicles on the park grounds will diminish or cancel the refund. Return of the refund may take between thirty to sixty days.

MISCELLANEOUS INFORMATION:

- Make sure all lights are turned off.
- Keys will get you in the main door, your unit door, and the back (lake side) door. All doors must be **key locked** when you leave.
- Use of the conference room is by reservation only. If you are renting both the north and the south units, you will have access and permission to use the conference room during your stay. Otherwise, the conference room may be reserved during your stay in either the north or south units and you do NOT have access or permission to use the conference room.
- Please recycle paper, cardboard, plastics #1 and #2, and metals. There is a green recycle container to be used for that purpose. Make certain that all food items are disposed of through the garbage disposal or in the trash/refuse containers.
- Grills and outdoor furniture are for your enjoyment. Please make certain that they are placed near the deck each evening.

- Please make certain that shower curtains and doors are closed to prevent water damage.
- Bed linens should be left on their respective beds.
- Boats may access the lake through the public landing located on Smith St.
- The Lodge units are three bedrooms, two baths with a great room containing a kitchen, dining area, and living area.
- The units are completely furnished with furniture, bedding, towels, and kitchen equipment.
- Outdoor furniture, barbeque grills, and a boat pier are also provided.
- The Lodge is situated in the thirteen-acre Winona Lake Town Park, next to a public beach and fully equipped playground. The park also contains tennis courts, basketball courts, sand volleyball courts, and a softball diamond. As guests of the Lodge, you are free to use these public facilities.

By signing below you agree to these rules and conditions of use. You acknowledge responsibility for your party and any guests to abide by these rules and conditions.

Dated: _____

Name