

Michigan City Parks and Recreation Department
Six on the Lake - Michigan City, IN 46360-3293
Phone (219) 873-1506 Fax (219) 873-1540
Or visit our website www.michigancityparks.com

Proposed 2010 GUY FOREMAN BICENTENNIAL AMPHITHEATER RENTAL AGREEMENT

Approved by the Michigan City Park Board 11/20/08

Name: _____ Phone: (____) _____

Address: _____

City, State, Zip: _____

Driver's License Number: _____ State Issued: _____ D.O.B. _____

Place of Employment: _____ Employer's Phone: (____) _____

Rental Day: _____ Date: _____ Purpose: _____

Unlock amphitheater at _____ AM/PM Lock amphitheater _____ AM/PM

REQUESTS FOR USE OF THE AMPHITHEATER MUST BE SUBMITTED IN WRITING TO THE SUPERINTENDENT. APPROVAL OF THE RENTAL WILL BE AT THE DISCRETION OF THE SUPERINTENDENT SUBJECT TO THE FOLLOWING CONDITIONS WITH WHICH LICENSEE AGREES TO CONFIRM:

Subject to the following conditions with which licensee agrees to confirm:

1. **RESERVATION TERMS:** You must pay for your reservation and submit a signed rental agreement within 10 calendar days after the date you make the reservation or you automatically forfeit your date and the Park Office will re-open the date for rental. Your rental agreement must be taken to the rental facility for proof of your reservation. Our park security will confirm your reservation and be available for assistance during your rental.
2. **MINIMUM AGE:** You must be 18 years of age to rent any park facility.
3. **HOURS OF USE:** The park is open from 5 a.m. to midnight.
4. **LEGAL:** Lessee will comply with all laws of the United States and the State of Indiana, and with all ordinances of the City of Michigan City, in its said use, and will not permit anything to be done on said premises in violation thereof. If you violate any of the terms or conditions of this Agreement, Park Department shall have the right to immediately terminate this Agreement without notice or refund, and Park Department may pursue all of its rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.
5. **CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to the Park Department for their approval, a minimum of sixty (60) calendar days prior to your rental date. No rain checks or refunds will be given due to bad weather or late cancellations. Approval of this Agreement has been granted with the understanding that the Park Department reserves the right to cancel this Agreement, with or without notice, and refund all monies paid in the event that the facility becomes unavailable because of some physical condition. If you violate any of the terms or conditions of this Agreement, Park Department shall have the right to immediately terminate this Agreement without notice or refund, and Park Department may pursue all of its' rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from the against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of

Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.

6. **ALCOHOL:** If alcoholic beverages are to be served, they must remain within the facility noted above, in compliance with City Ordinance #3100 Consumption of Alcoholic Beverages and use of containers in Washington Park.
7. **SECURITY:** A uniformed Police Officer with jurisdiction in LaPorte County must be on duty the ENTIRE TIME at all wedding receptions.
8. **NO GLASS:** Glass containers of any kind are strictly prohibited.
9. **NO FIRES:** Ground fires are strictly prohibited. Please be sure charcoal from your grill is cooled and deposited in proper receptacles.
10. **NO LITTER:** Leave the premises clean, placing all paper and other debris in receptacles furnished throughout the park. Do not pour any solution on grass, trees, or vegetation.
11. **ELECTRIC USE:** Electric is available for a fee of \$25.00 at the Dodgem, J.C. Stage, Tennis, F.O.P., and St. Anthony shelters. Electric is included in the Amphitheater and Gazebo rentals. These outlets are only for use of small radios, coffee pots, food warmers and like equipment that does not exceed a maximum of 15 amps.
12. **GAMES:** No horseshoes, softball or baseball is allowed in the park.
13. **PARKING:** Discounted parking passes are available with your rental through the Park Office. It is your responsibility to distribute parking passes to your guests prior to entering the park. Our employees can not hand out passes at the entrance gates. If a guest does not have their pass with them, they will have to pay the applicable daily parking rate to enter the park. Parking passes must be displayed in the lower left hand corner of the windshield and should remain visible at all times while the vehicle is in Washington Park.
14. **DECORATING:** Decorating is permitted. However, no staples or nails are allowed. If tape is used it must be a lightweight tape that can be easily removed.
15. **SPECIAL REQUESTS:** Any special requests must be submitted to the Park Superintendent for approval no later than thirty (30) calendar days prior to your rental date. Special requests may include a disk jockey, live band, etc. or anything not specifically covered in this rental agreement.
16. **DISCOUNT:** Employees of the City of Michigan City or the Michigan City Area Schools and Non-profit groups shall be entitled to a 10% discount on facility rentals. Proof of employment or membership is required.

I have read and completely understand the above agreement:

Signed _____ Date _____

RENTAL FEES

Rental Fee \$ _____ Date Paid _____ Receipt Number _____

Electric Fee \$ _____ Date Paid _____ Receipt Number _____

Security Deposit \$ _____ Date Paid _____ Receipt Number _____

**** THERE WILL BE A \$25 SERVICE FEE CHARGED FOR ALL RETURNED CHECKS ****

PARKING PASSES

Number of parking passes ____ \$ _____ Date Paid _____ Receipt Number _____

Pass number _____ through pass number _____.

- Weekday
- Weekend
- Wedding

SPECIAL EVENT

- There is not a special event scheduled in Washington Park on your rental date.
- There is a special event scheduled in Washington Park on your rental date. _____