

**2010 AGREEMENT FOR USE OF MICHIGAN CITY SENIOR CENTER
 TICKET EVENT / CASH BAR (ALCOHOL)**

Approved by the Michigan City Park Board

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Michigan City Parks and Recreation Board, organized and acting under authority of the statutes of the State of Indiana, and the Code of Ordinances of the City of Michigan City, Indiana, hereinafter known as "Lessor" and

NAME: _____ PHONE: (_____) _____

ADDRESS: _____

CITY, STATE, ZIP: _____

Herein referred to as "Lessee".

WITNESSETH THAT:

(1.) Lessor in consideration of the covenants made by Lessee herein, hereby leases to Lessee for use by said Lessee only that portion of the Michigan City Senior Center described and only on the date/s following:

<u>SPACE</u>	<u>DAY/DATE</u>	<u>TIME (building is to be unlocked)</u>	<u>PURPOSE</u>	<u>ATTENDANCE</u>	<u># OF TABLES NEEDED</u>
<input type="checkbox"/> Half Facility	_____	_____	_____	_____	_____
<input type="checkbox"/> Whole Facility	_____	_____	_____	_____	_____
<input type="checkbox"/> Decorating	Friday, _____	6 p.m. to 10 p.m. only	Decorating	N/A	_____

- (2.) **FEES:** Lessor upon payment of reservation fee of \$_____ (Rental Fee), decorating fee of \$100.00 if applicable, plus a security deposit of \$300.00, agrees to permit Lessee to have exclusive use of the space described above and to use parking lot #3 for the purpose and terms described above (the security deposit is refundable 4-6 weeks after the reservation date, provided there is no damage done to the facility).
- (3.) **RESERVATION TERMS:** Your security deposit along with this signed agreement is due within ten (10) calendar days after making your reservation. Reservations for the following year may be made on or after the first business day of November of the current year. The balance is due no later than sixty (60) calendar days prior to the rental date. If the balance is not received within the allotted time, the Park Department reserves the right to keep your security deposit, automatically forfeit your reservation rights, and re-open the rental date for usage.
- (4.) **DECORATING/SETUP:** The Senior Center may be rented on the Friday evening prior to a Saturday rental from 6 p.m. to 10 p.m. only for a fee of \$100.00. This rental is for the purpose of decorating and setting up the Saturday event only. Serving alcohol on Friday is strictly prohibited (see reservation terms above).
- (5.) **MINIMUM AGE:** You must be eighteen (18) years of age to rent the M.C.S.C. with proper identification (i.e. valid driver's license).
- (6.) **HOURS OF USE:** The facility is available for use at 8:00 a.m. on Saturday and Sunday only, but you MUST schedule your arrival with the Park Office (873-1506). Events must end by midnight and the Senior Center must be cleared and locked by 1:00 a.m. Park entrance gates close at 10:00 p.m.
- (7.) **FOOD:** The Parks and Recreation Department or their employees are not responsible for food or drinks, which are delivered ahead of the scheduled activity or left after the activity.
- (8.) **DECORATIONS:** Only freestanding decorations, nothing affixed to the walls, ceiling, windows, doors, etc., balloons must be tethered. Use of open flame candles, taper candles, confetti and glitter is strictly prohibited.
- (9.) **CLEANUP:** Lessee is responsible for cleanup of the kitchen if used and the removal of decorations. If the facility is not cleaned the renter will be billed time and materials and the amount will be deducted from renter's security deposit.
- (10.) **FURNISHINGS:** The Park Department attendant will be available to assist in setting up tables and chairs and is responsible for cleanup (besides kitchen) and taking down tables and chairs. There are 300 folding chairs, 40 round tables (5' diameter), and 20- 8' banquet tables available.
- (11.) **SECURITY:** A uniformed Law Enforcement Officer with jurisdiction in LaPorte County **MUST BE** on the premises during wedding receptions or any event in which 150 or more persons will be in attendance or any event where alcohol will be served. **The Law Enforcement Officer must remain on duty until everyone in the rental party has exited the building and the doors are locked.** Arrangements, payment, and scheduling are the responsibility of the Lessee (M.C.P.D. 874-3221).
- (12.) **SMOKING:** Smoking is strictly prohibited inside the Michigan City Senior Center.
- (13.) **BUILDING CAPACITY:** The number of persons attending any function shall not exceed the capacity of the building as mandated by the State Fire Marshal of 100 persons in half of the facility or 300 in the whole facility.
- (14.) **OFF-LIMITS AREAS:** Not open to public use: ceramics area, music room, reception desk and office, pool table area, conference room, offices of the Director and Assistant, pantry and storage rooms. The piano is not to be moved or used. No furnishings or decorations belonging to the Michigan City Seniors, Inc. are to be used or moved except with specific written permission of the Michigan City Seniors, Inc. Advisory Board.
- (15.) **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.

- (16.) **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.
- (17.) **INSURANCE:** Lessee hereby acknowledges notice that Lessor is not insured for "Host Liquor Liability" coverage. If the Lessee furnishes alcoholic beverages at the event, and persons who attend the event are charged an entry fee, or are required to purchase tickets in advance, or Lessee has a cash bar, then Lessee shall submit to Lessor, at least thirty (30) days prior to the event, a certificate of commercial liquor liability insurance showing liability limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). If Lessee is using an alcoholic beverage caterer, the caterer's insurance will satisfy this requirement, provided it has at least liability limits stated above. Lessee MUST comply with paragraph (14.) above, with regard to alcoholic beverages. In any event, 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.
- (18.) **PERSONAL PROPERTY:** Lessor assumes no responsibility whatsoever for any property placed in or on said premises by Lessee and/or Lessee's guests, and Lessor is hereby expressly released and discharged by Lessee from any and all liability for any such loss. All personal property must be removed from the premises at the conclusion of the event.
- (19.) **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this agreement shall be at the discretion of the Michigan City Parks and Recreation Board, Lessor herein. The Senior Center is available for rent for wedding receptions, showers, banquets, meetings and the like. The Park Board and Park Superintendent reserve the right to refuse rental of this facility.
- (20.) **ADMISSION FEES, TICKETS, DONATIONS, ETC:** No tickets, admission charges, or donations will be allowed at the Michigan City Senior Center, unless a written letter is submitted for the Park Board's approval. It is MANDATORY that your request is submitted in writing a minimum of sixty (60) calendar days prior to your event.
- (21.) **PARKING:** Is available in lot #3 only at no charge. Your guests should enter the park and inform the parking attendant they are attending your event. The parking attendant will issue a parking pass that must be placed in the lower left windshield on the dashboard of the vehicle and must be visible from the outside and left in the vehicle at all times while in the park.

IN WITNESS whereof, the Michigan City Indiana Parks and Recreation Board acting on behalf of the City of Michigan City, Indiana, a Municipal Corporation, by its duly appointed officers as Lessor and the Lessee named above have caused this agreement to be signed the date and year first above written.

LESSEE: I agree to the above terms and conditions. I recognize and am fully aware that if I determine not to purchase separate liquor liability insurance for this event, I may be held personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event.

I INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: _____ Date: _____

Lessee will be responsible for providing us with the following information upon signing the agreement (if applicable):

Law Enforcement Officers Name: _____ Badge #: _____

Law Enforcement Agency: _____ Phone #: _____

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

Renter's Place of Employment _____ Employer's Phone Number _____

LESSOR: MICHIGAN CITY INDIANA PARKS AND RECREATION DEPARTMENT

Security Deposit Paid _____ Receipt Number _____ Date _____

Received By _____

Rental Fee Paid _____ Receipt Number _____ Date _____

Received By _____

Decorating Fee Paid _____ Receipt Number _____ Date _____

Received By _____

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