

MICHIGAN CITY PARK BOARD
YEAR AND NAME OF EVENT PROPOSED EASE AGREEMENT 2009
Approved by the Michigan City Park Board 11/20/08

THIS AGREEMENT made and entered into by and between the **CITY OF MICHIGAN CITY, INDIANA, DEPARTMENT OF PARKS AND RECREATION, acting by and through the PARKS AND RECREATION BOARD** of said City (hereinafter referred to as "Park Board" or "Lessor"), and **EVENT CHAIRPERSON AND ORGANIZATION**, (hereinafter referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, Lessor is the owner of the property and premises known as Washington Park; and

WHEREAS, Lessee is the Sponsor of **TYPE OF EVENT** which will be conducted in Washington Park on **DATE/YEAR OF EVENT** known as the **NAME OF EVENT** (herein after referred to as the "Event"); and

WHEREAS, Lessee has arranged and negotiated to bring many **TYPES OF VENDORS/EXHIBITS/ETC.**, to Washington Park for the enjoyment of the public and as a fund raising effort for Lessee; and

WHEREAS, Lessor agrees to make a part of Washington Park exclusively available for said purpose under the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other valuable consideration, Lessor does hereby demise and let unto the Lessee, the Lessee does hereby lease from the Lessor certain property, premises, facilities and rights, and the parties do agree with regard to the operation of the Event therein as follows:

ARTICLE I
DEMISED PROPERTY

A. Real Property and Improvements. Lessee is hereby granted the exclusive right to use and occupy the area described herein (the "demised premises" or "lease premises") in order to conduct its Event. This lease includes the right to use the area of Washington Park known as **LOCATION IN WASHINGTON**

PARK, more specifically on the Site Diagram attached hereto, made a part hereof, and marked "Exhibit A".

Lessee agrees to provide Lessor at least 30 days prior to public opening of the Event, a drawing of its site plan, showing the general lay-out of its tents, booths, toilet facilities, exhibitions, vehicles, and food locations, first-aid locations and the like; Lessee shall obtain Lessor's approval of its site plan prior to the Event.

B. Personal Property. It is understood and agreed that the following personal property or equipment constitute a part of the demised premises:

1. All available picnic tables, and garbage barrels.

Lessor shall provide said equipment to Lessee at the commencement of this Lease. During the term hereof, Lessee shall keep said equipment in the same condition as when Lessee accepted it, and Lessee shall pay for any necessary repairs. Any equipment which is damaged beyond repair during the Event will be replaced by Lessee. Any temporary fixtures installed upon the premises at the expense of the Lessee shall remain the property of the Lessee and may be removed at the end of the term of this Lease. Any improvements of a permanent nature necessary for the Event must be approved by Lessor and shall be at the expense of the Lessee and will become the property of the Lessor. Any remodeling of any structure, painting, or the erection of signs shall be allowed only with the prior consent and approval of the Lessor and must be in compliance with the City of Michigan City Building Codes.

C. Exclusive Rights. During the term of this Lease, Lessee shall have the exclusive right to contract for all sales of food, drinks, saleable items, and any other items customary to the operation of its Event within the demised premises.

D. Parking. Lessor will, upon written request, supply Lessee with an adequate number of parking passes. All Lessee's employees, volunteers, vendors, exhibitors, contractors, and any other persons necessary to conduct the Event, provided that they obtain necessary parking passes from Lessee, shall be granted free parking privileges; however, all patrons shall be required to observe all parking regulations and pay fees established by Lessor for Washington Park.

ARTICLE II
TERM OF LEASE

The term of this Lease shall be for one Event only, commencing on DATE/YEAR/TIME and ending on DATE/YEAR/TIME (include setup and tear down).

ARTICLE III
RENT PAYMENT

Lessee agrees to pay Lessor a security deposit in the amount of **\$500.00** a minimum of thirty (30) calendar days prior to the effective date of this agreement. Said deposit shall be refunded to Lessee after expiration of Lease term, if leased property is in as good condition as when first occupied by Lessee. Deductions from security deposit will be made for damages caused by Lessee, at a fair market rate, and not to include normal wear and tear. If the event is cancelled by the Park Board due to non-compliance of the Lease Agreement by the event sponsor, or, if the Lessee cancels the event (which must be in writing) less than thirty (30) days prior to the date of the same, the security deposit will not be refunded. The deposit will be kept by the Park Department to cover loss of rental revenue.

- A. As rent for the demised premises, Lessee agrees to pay Lessor, a minimum of thirty (30) calendar days prior to the effective date of this agreement, \$LEASE PAYMENT AMOUNT and other good and valuable consideration, the receipt of which is hereby acknowledged by LESSOR.
- B. In addition, Lessee has paid a \$500.00 fee for selling alcoholic beverages a minimum of thirty (30) calendar days prior to the effective date of this agreement. A detailed plan for the dispensation and control of alcoholic beverages by the Lessee must be submitted to Lessor a minimum of thirty (30) calendar days prior to the public opening of the event.

ARTICLE IV
FINANCIAL REPORT

Lessee shall submit an audited financial statement to Lessor within 120 days after the end of the Lease period, showing the gross receipts and expenses of the NUMBER OF DAYS day event. The Park

Board requests that within 90 days subsequent to the event, the chairperson and Park Superintendent meet to evaluate the event. Opinions as to how each party involved can improve the event's success shall be expressed. This may be accomplished in writing, if desired, by the prime sponsor.

ARTICLE V
USE OF LEASED PROPERTY

Lessee shall use the leased property and facilities for the purpose of conducting its NAME OF EVENT, and for no other purpose.

A. Use of Leased Property for Event. All events are to take place within the lease premises. The Event will also be generally conducted pursuant to the presentation made by Lessee and approval of same, including any conditions of such approval, by Lessor at the public meeting or meetings held by Lessor at which such discussions took place. Nothing in this Agreement is intended to permit Lessee to permit or conduct any activities not previously approved by the Park Board, whether within or outside, the lease premises.

Lessee is hereby granted the right to install partitions, temporary fencing, tents, and other customary means of separating areas to serve its patrons within the leased premises, all of which shall be satisfactorily removed by Lessee prior to the end of the leased term.

B. Safety and Control. Lessee will operate all equipment in a safe and careful manner and will require the same operation by its contractors in order to avoid injury to any persons patronizing the event. Lessee will obtain certificates from equipment operators to ensure that their equipment is in a safe, non-hazardous condition as required by state law, and that it will be so maintained throughout the term hereof. Lessee will provide all necessary employees, volunteers, or police personnel to ensure adequate crowd control at all times. A security plan must be reviewed by the Michigan City Police Chief and his signed approval must be submitted to the Park Board no less than 30 days prior to the event. Lessee will file a fire protection plan with the Michigan City Fire Marshal and submit plan in writing to the Park Department. Lessee and all of Lessee's contractors and vendors must pass an inspection by the Michigan City Fire

Marshal's Office in accordance with the Indiana Fire Protection Code and all applicable related ordinances. The Fire Marshal's signed inspection must be turned in to the Park Office, or the Parking Supervisor on duty at the Lot #1 Parking Booth if the Park Office is closed, prior to the opening of the event.

C. At the expense of the Lessee, one portable toilet must be supplied for every 300 anticipated visitors to the event. The Park Department restrooms will be locked at TIME p.m.

ARTICLE VI **MAINTENANCE OF DEMISED PREMISES**

Lessee has examined the demised premises and personal property and has found them in satisfactory condition and adequate for use by Lessee hereunder. Lessee shall keep the premises and personal property in a safe, workable, clean and sanitary condition and at the end of the term, Lessee shall surrender said property and premises in as good condition as received, ordinary wear and tear accepted.

Lessee shall maintain the fixtures and utilities of the demised premises in a state of good order, repair, and condition. Lessee shall also maintain in a clean condition, a reasonable area surrounding the exterior of the demised premises.

ARTICLE VII **INSURANCE**

A. Property Damage. Lessee shall provide property damage and theft insurance on all equipment, materials, goods and supplies owned by it in which Lessee has an insurable interest. Lessor shall maintain its own insurance for fire or other casualty to the buildings and insurance on any equipment in which it has an insurable interest.

B. Worker's Compensation. Lessee shall provide statutory coverage.

C. Liability. Lessee shall provide liability insurance in its own name as insured and in the name of Lessor as a co-insured, listed on the certificate as the City of Michigan City, Department of Parks and Recreation, and the Michigan City Park Board, in the form of comprehensive general liability insurance, with combined single limits of not less than One Million (\$1,000,000.00) and

shall continue the same throughout the term of this Lease.

- D. Liquor Liability. Lessee shall provide liquor liability insurance (only if alcoholic beverages are to be served), in its own name as insured and in the name of Lessor as co-insured, listed on the certificate as the City of Michigan City, Department of Parks and Recreation and the Michigan City Park Board, in the form of comprehensive liquor liability insurance, with combined single limits of not less than Five Hundred Thousand Dollars (\$500,000.00) and shall continue the same throughout the term of this lease
- E. Insurance of Vendors and Contractors. Lessee shall require liability insurance certificates from all food vendors in an amount adequate to protect Lessor and Lessee.

As to all such insurance, certificates of such policies or the policies themselves, shall be delivered to the Lessor a minimum of thirty (30) calendar days prior to the Event. Each such policy shall not be cancelled. Any insurance company providing such insurance must be satisfactory to Lessor.

In any event, Lessee hereby agrees to hold harmless and protect Lessor against liability of any kind which is not the fault of Lessor resulting from any act or omission committed by Lessee or any of its vendors, contractors, employees, volunteers, or patrons during the Lease Term.

ARTICLE VIII **DAMAGE OR DESTRUCTION OF PREMISES**

In the event that all or part of any one of the items described as the demised premises shall be damaged by fire or other casualty so as to render the same unusable by Lessee for the purposes intended hereby, Lessee shall have the right to renegotiate this Agreement immediately. In the event that such damage can be repaired with due diligence by Lessor, Lessee may, at its option, close the affected premises and re-open them again after repairs have been made. This provision shall not relieve Lessee from its liability for damages caused by its own negligent acts.

ARTICLE IX **CANCELLATION**

Lessor may cancel this Agreement at any time by written notice presented to Lessee stating that the Lessee has not complied with this lease, or Lessor has determined that the Lessee's operation constitutes a danger to the public health, safety, or that, because of some nuisance unexpectedly occurring in the operation of Lessee's event, it will impair Lessor's operation of the remaining public areas of Washington Park, not subject hereto.

In the event of default by Lessee or the happening of any event described in this Article, Lessee shall pay in addition to all amounts due Lessor under this Agreement, any court costs, expenses of litigation and attorneys fees which may be incurred by Lessor in enforcing the provisions hereof.

ARTICLE X
TAXES AND UTILITIES

Lessee shall pay all lawful taxes and assessments which may result from the business operations hereunder and shall hold Lessor harmless on account thereof.

ARTICLE XI
OBSERVANCE OF LAWS

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.

ARTICLE XII
INSPECTION BY LESSOR

Lessor and its authorized personnel shall have the right to enter and inspect the leased facilities at any reasonable time.

ARTICLE XIII
QUIET ENJOYMENT

Lessor agrees that as long as Lessee is performing its obligations under this Agreement, Lessee shall have the right to peaceably have and enjoy the facilities and premises described herein.

ARTICLE XIV
PEACEFUL SURRENDER

After the term thereof, or if this Lease be cancelled during said term, Lessee shall peacefully surrender possession of the premises and facilities described herein, in the same condition as received by it, ordinary wear and tear accepted. Lessee shall remove prior to the end of the Lease Term, only its own property and shall repair any damage to the facilities or premises caused by the removal thereof.

ARTICLE XV
MISCELLANEOUS PROVISIONS

1. All advertising shall be paid for by Lessee.
2. Lessee shall not assign this Agreement or sublet said premises to any parties except vendors associated with the EVENT NAME.
3. All understandings between the parties are contained herein and this Agreement may be modified only by written agreement executed by both parties.
4. No waiver by Lessor of any default of Lessee shall be construed as acting as a waiver of any subsequent default.
5. Notices shall be sufficient if addressed to:

Lessor: Department of Parks and Recreation
Six on the Lake
Michigan City, IN 46360-3293
Attn: Darrell L. Garbacik, Superintendent

Lessee: EVENT CHAIRPERSON
ORGANIZATION
ORGANIZATION STREET ADDRESS
ORGANIZATION CITY, STATE, ZIP

and sent certified mail, return receipt requested, postage prepaid.

ARTICLE XVI

The undersigned representatives of Lessor and Lessee hereby certify that they are duly authorized by the respective parties to execute this Lease Agreement, and have done so as their own voluntary act and deed; that they have carefully read the foregoing, and that they fully understand the terms thereof.

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be executed in its name by a

majority of the Park Board thereunto duly authorized by resolution adopted by the Board, and
said Lessee has caused this lease Agreement to be duly executed, all on this _____ day of
_____, 2009.

**LESSOR: THE CITY OF MICHIGAN CITY, INDIANA,
DEPARTMENT OF PARKS AND RECREATION
acting by and through the PARKS AND
RECREATION BOARD of said City**

By: _____
It's President, Phil Latchford

ATTEST:

Tom Milcarek, Secretary

**LESSEE: EVENT CHAIRPERSON
ORGANIZATION
ADDRESS (NO POST OFFICE BOXES)**

By: _____
It's Representative

EVENT NAME LEASE AGREEMENT
PRE – EVENT CHECKLIST

**ALL DOCUMENTS AND FEES ARE DUE A MINIMUM OF 30 CALENDAR DAYS PRIOR TO THE
COMMENCEMENT OF THE LEASE AGREEMENT**

LESSEE:

- Major Event Approved by the Michigan City Park Board at their meeting on _____, 2009.
- Lessee supplied a site plan diagram of the event, in which specific activities will be held on _____.
- Lessee supplied a detailed plan for the dispensation and control of alcoholic beverages _____.
- \$_____ rent paid. Date _____ Receipt# _____
- \$500.00 Security Deposit paid. Date _____ Receipt# _____
- \$500.00 Alcoholic Beverage Fee paid. Date _____ Receipt# _____
- Number of special parking passes required (to be supplied by Lessor) _____
- Security plan filed and approved by police chief, submitted to Lessor on _____
- Fire Protection plan filed and approved by Michigan City Fire Marshal; passed inspection by Michigan City Fire Marshal on _____.
- Copy of the event sponsor representative's driver's license.

INSURANCE:

- General liability insurance supplied 30 days prior to event. Date submitted _____
- Liquor liability insurance supplied 30 days prior to event. Date submitted _____
- Lessee's Contractor's certificate of insurance supplied 30 days prior to event. Date submitted _____
- Food vendor's certificates of insurance supplied 30 days prior to event. Date submitted _____

POST – EVENT

- Inspection by Park Department and Event representative completed on _____
- \$500.00 security deposit returned. Claim processed on _____
- Audited financial statement for event submitted to Park Department within 120 days following the event. Due Date _____ Date submitted _____
- Event evaluation completed by Park Department staff _____
- Event evaluation completed by event sponsor _____

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