

**Michigan City Parks and Recreation Department**

Six on the Lake - Michigan City, IN 46360-3293 Phone (219) 873-1506 Fax (219) 873-1540 www.michigancityparks.com

**AGREEMENT FOR USE OF KRUEGER MEMORIAL HALL – 2010**

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

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 Krueger Memorial Hall listed below, including Lessee’s use of parking lot for Lessee and Lessee’s guests, 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>
<input type="checkbox"/> One Floor (Lower Level)	_____	_____	_____
<input type="checkbox"/> Two Floors	_____	_____	_____
<input type="checkbox"/> Decorating	Friday, _____	6 p.m. to 10 p.m. ONLY	Decorating Only

- 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. The security deposit is refundable 4-6 weeks after the rental date, provided there is not damage done to facility. The rental fee stated in this Agreement is subject to any change that may be imposed by the Park Board after your reservation is accepted and before your event takes place.
- 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 in November of the current year. The balance is due no later than sixty (60) calendar days prior to your 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/SET UP:** Krueger Memorial Hall may be rented on the Friday prior to a Saturday rental for a maximum of four (4) hours for a fee of \$100.00. This rental is for the purpose of decorating and setting up the Saturday event only. Serving alcohol is strictly prohibited (see reservation terms above).
- 5. **MINIMUM AGE:** You must be eighteen (18) years of age to rent Krueger Memorial Hall and provide proper identification (i.e. valid driver’s license).
- 6. **HOURS OF USE:** The facility is available for use at 8:00 a.m., but you MUST schedule your arrival with the Park Office (873-1506). Events must end by midnight and Krueger Memorial Hall must be cleared and locked by 1 a.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:** When decorating, only freestanding decorations can be used. Nothing is to be affixed to the walls, ceiling, windows, doors, etc. Balloons must be tethered to prevent interference with the alarm and air circulation systems. Use of open flame candles, taper candles, confetti and glitter is strictly prohibited.
- 9. **CLEANUP:** The Lessee is responsible for cleanup of the kitchen if used and removal of decorations. All trash must be bagged and deposited in the dumpster located behind the building. 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 260 folding chairs and (37) 6’ banquet tables, (9) 8’ wood banquet tables, and (1) 10’ serving table available for Lessee’s use.
- 11. **SECURITY:** A uniformed Police Officer with jurisdiction in LaPorte County must be on duty the **ENTIRE TIME** at 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 Krueger Memorial Hall.
- 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 300 persons for both floors, or 150 persons for one floor.
- 14. **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.

15. **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.
16. **INSURANCE:** Lessee hereby acknowledges notice that Lessor is not insured for "Host Liquor Liability" coverage. If the Lessee furnishes alcoholic beverages at the event, Lessor strongly recommends the Lessee acquire host liquor liability coverage. 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.
17. **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.
18. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this agreement shall be at the discretion of the Michigan City Park Board, Lessor herein. Krueger Memorial Hall 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.
19. **ADMISSION FEES, TICKETS, DONATIONS, ETC:** No tickets, admission charges, or donations will be allowed at Krueger Memorial Hall, 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.
20. **AUDIO/VISUAL SYSTEM:** I understand the system must be operated by Park Department staff ONLY. I understand and agree that in the event technical difficulties of any kind prevent operation of the system at my event, my only remedy shall be the refund of the equipment rental fee and that the Park Department and the City of Michigan City shall not be liable for any consequential loss or damage from such a failure, all claims for which I hereby waive and release.

**IN WITNESS** whereof, the Michigan City Indiana Park 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: \_\_\_\_\_
- I DO NOT 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 \_\_\_\_\_
- Audio/Visual System Fee Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_ Date \_\_\_\_\_  
Received By \_\_\_\_\_

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