

Michigan City Parks and Recreation Department

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

2010 AGREEMENT FOR USE OF THE PARK OFFICE

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 the lower floor of the Park Office, including Lessee's use of the parking lot on the west side of the Park Office only for Lessee and Lessee's guests, and only on the date/s and time/s following:

<u>SPACE</u>	<u>DAY/DATE</u>	<u>TIME (building is to be unlocked)</u>	<u>PURPOSE</u>
<input type="checkbox"/> Lower Level	_____	_____	_____

- 2. **FEES:** Lessor upon payment of reservation fee of \$_____ (rental fee), plus a security deposit of \$300.00, agrees to permit Lessee to have exclusive use of the space described above. Lessee understands the parking lot is public and use of the lot is not exclusive. The security deposit is refundable 4-6 weeks after the rental date provided that there is no damage done to the facility.
- 3. **RESERVATION TERMS:** Your security deposit along with this signed agreement is due within ten (10) days after making your reservation. Reservations for the following year may be made on or after November 1st of the current year. The balance is due no later than sixty (60) 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. **MINIMUM AGE:** You must be eighteen (18) years of age to rent the Park Office and provide proper identification (i.e. valid driver's license).
- 4. **HOURS OF USE:** The facility is available for use from 8:15 a.m. to 4:30 p.m., Monday through Friday only. You **MUST** schedule your arrival with the Park Office (873-1506).
- 5. **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.
- 6. **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.
- 7. **CLEANUP:** The Lessee is responsible for cleanup of the kitchen if used and removal of decorations. All trash must be bagged and deposited in trashcans. Tables and chairs must be taken down and stacked neatly. 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.
- 8. **FURNISHINGS:** There are 30 folding chairs and (8) 6' banquet tables for Lessee's use.
- 9. **SMOKING:** Smoking is strictly prohibited inside the Park Office.
- 10. **ALCOHOL:** Alcohol is strictly prohibited inside the Park Office.
- 11. **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 80 persons.
- 12. **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.
- 13. **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.
- 14. 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.
- 15. **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.

- 16. **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. The Park Office is available for rent for seminars, meetings and the like. The Park Board and Park Superintendent reserve the right to refuse rental of this facility.
- 17. **ADMISSION FEES, TICKETS, DONATIONS, ETC:** No tickets, admission charges, or donations will be allowed at the Park Office, 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) days prior to your event.

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.

Signed: _____ Date: _____

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

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

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

PARK OFFICE SITE INSPECTION

INSPECTION DATE: _____ TIME: _____ AM/PM

INSPECTED BY PARK DEPARTMENT EMPLOYEE:

Print Name: _____ Signature: _____

INSPECTED BY LESSEE:

Print Name: _____ Signature: _____

DAMAGE FOUND PRIOR TO RENTAL EVENT: _____

