

2023 KRUEGER MEMORIAL HALL RENTAL AGREEMENT

Contract form approved by the Michigan City Park Board 11/03/21

_____ Private Function _____ Ticket Event Alcohol _____ Ticket Event No Alcohol

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Michigan City Parks and Recreation Department, 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: _____ EMAIL: _____

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</u>	<u>EVENT/ATTENDANCE</u>
<input type="checkbox"/> Decorating	Friday, _____	6:00PM – 10:00PM	_____
<input type="checkbox"/> One Floor (specify level)	_____	_____	_____
<input type="checkbox"/> Two Floors	_____	_____	_____

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. The security deposit is refundable 4-6 weeks after the rental date, provided there is not 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 in January 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 an additional fee. This rental is for the purpose of decorating and setting up the Saturday event only. Serving or consuming alcohol is strictly prohibited.
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) at least 14 calendar days prior to your rental date. Events must end by midnight and Krueger Memorial Hall must be cleared and locked by 1 a.m.
7. **FOOD:** Lessor or its 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. **Bird seed or rice may not be thrown, inside or outside, on decks, patios, walkways or parking areas. The use of ladders 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. All personal property must be removed from the premises at the conclusion of the event. Cleaning products ARE NOT supplied by the Lessor.
10. **FURNISHINGS:** The Lessor's attendant will be available to **assist** in setting up tables and chairs and is responsible for cleanup (besides kitchen). **The Lessor is not to move any tables or chairs.** The UPPER FLOOR has 18 round plywood tables, 15 6 ft. banquet tables, 154 chairs, the LOWER FLOOR has 18 round plywood tables, 12 6 ft. banquet tables and 156 chairs. Lessee is required to supply all table coverings. There is also (1) 10' serving table available for Lessee's use. **Furniture upstairs is not to be moved downstairs or OUTSIDE and furniture downstairs is not to be moved upstairs or OUTSIDE.**

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 100 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). A security form signed by the police officer working at your event MUST be submitted at least 14 days prior to your event.
12. **SMOKING:** Smoking, including vapor devices, is strictly prohibited inside Krueger Memorial Hall and outside within 8' of any entrance or exit.
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. Capacity per floor is dictated by the layout of tables, chairs, dance floors, etc.
14. **COMPLIANCE AND INDEMNIFICATION:** Lessee will comply with all laws of the United States and the State of Indiana, with all ordinances of the City of Michigan City and the Lessor's rules and regulations (which are incorporated herein by this reference), in its said use, and will not permit anything to be done in violation thereof. If Lessee violates any of the terms or conditions of this Agreement, Lessor shall have the right to immediately terminate this Agreement without notice or refund, and Lessor 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 releases Lessor and the City of Michigan City, Indiana ("City") from and waives all claims for damages to person or property sustained by Lessee or by any occupant of Krueger Memorial Hall, or by any other person, resulting directly or indirectly from fire or other casualty, or any cause or any existing or future condition, defect, matter or thing in or about Krueger Memorial Hall, or any part thereof, or from any equipment or appurtenance therein, or from any accident in or about Krueger Memorial Hall, or from any act or neglect of any other occupant of the Krueger Memorial Hall or any part thereof or of any other person. Said release and waiver shall apply especially, but not exclusively, without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the occurrences specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature. If any damage to the Krueger Memorial Hall or any equipment or appurtenance therein, whether belonging to Lessor or to other occupants of Krueger Memorial Hall results from any act or neglect of Lessee, its agents, guests, licensees or invitees, Lessee shall be liable therefore and Lessor may at its option repair such damage and Lessee shall upon demand by Lessor reimburse Lessor for all costs and expenses of such repairs and damages in excess of amounts, if any, paid to Lessor under insurance covering such damages. All personal property belonging to Lessee, its agents, guests, licensees or invitees shall be there at their respective risks and Lessor shall not be liable for damage thereto or theft or misappropriation thereof. To the extent not prohibited by law, Lessee hereby indemnifies, protects, defends and holds harmless Lessor and the City from and against any and all loss, damages, liabilities, claims, liens, costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with injuries to any persons or damage to or theft or misappropriation or loss of property occurring in or about Krueger Memorial Hall, or arising from Lessee's occupancy of the Krueger Memorial Hall or presence at Krueger Memorial Hall or from any activity, work, or thing done, permitted or suffered by Lessee in or about Krueger Memorial Hall, or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Agreement, or due to any other act or omission of Lessee or any of its employees, customers, agents, Lessees, invitees or contractors. Notwithstanding the foregoing, no agreement of Lessee in this Section shall be deemed to exempt Lessor from liability or damages for injury to persons or damage to property caused by or resulting from the gross negligence or willful misconduct of Lessor, or its directors, officers, agents or employees. In the event that Lessor prevails in any litigation regarding this Agreement, Lessee shall pay Lessor's reasonable attorneys' fees and court costs.
15. **CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to Lessor for its 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 Lessor 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.
16. **DISCOUNTS:** Full time employees of the City of Michigan City or the Michigan City Area Schools shall be entitled to a 10% discount, one time per calendar year on any one facility rental (not one rental per facility), excluding the Sunday Special. Proof of employment is required (recent pay stub).
17. **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 Lessor's approval. It is **MANDATORY** that your request is submitted in writing to the Park Superintendent a minimum of sixty (60) calendar days prior to your event.
18. **INSURANCE:**
Private function: Lessee hereby acknowledges notice that Lessor is not insured for "Host Liquor Liability" coverage. If the Lessee furnishes alcoholic beverages at a private function, Lessor strongly recommends the Lessee acquire host liquor liability coverage.
Ticket Event with Alcohol: 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 shall submit to Lessor a certificate of general liability insurance showing liability limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) at least thirty (30) days prior to Lessee's event. Lessee MUST comply with paragraph (14.) above, with regard to alcoholic beverages.

Ticket Event No Alcohol: Lessee hereby acknowledges that no alcoholic beverages will be furnished by Lessee or consumed at Lessee's event. If persons who attend the event are charged an entry fee, or are required to purchase tickets in advance, Lessee shall submit to Lessor a certificate of general liability insurance (may be from Lessee's homeowner's or renter's insurance), showing liability limits of not less than ONE MILLION DOLLARS (\$1,000,000.00), at least thirty (30) days prior to Lessee's event.

Outside Vendors

Worker's Compensation. Licensee shall provide Indiana statutory coverage with Employers Liability Limits not less than five hundred thousand (\$500,000) each accident, five hundred thousand (\$500,000) policy limit, and five hundred thousand (\$500,000) each employee. A Waiver of subrogation in favor of the City of Michigan City and the Michigan City Parks and Recreation Department shall be included.

Liability. Comprehensive General Liability insurance, written on occurrence form, is required for Licensee and for all of the Event's vendors, exhibitors, volunteers, licensees, invitees, employees, agents, material suppliers and contractors operating on the Premises or other areas of Washington Park including without limitation, (i) food/beverage vendors, (ii) entertainers, sound or production companies, (iii) amusement rides/attractions, (iv) tent companies or other tent contractors, and (vi) arts and craft vendors. General Liability Insurance must list the City of Michigan City and the Michigan City Parks and Recreation Department as additional insured on a primary and non-contributory basis with the following limits and shall continue the same throughout the term of this Agreement:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

A Waiver of subrogation in favor of the City of Michigan City and the Michigan City Parks and Recreation Department shall be included.

Comprehensive Automobile Liability. Comprehensive automobile liability is required for Licensee and for all of the Event's vendors, exhibitors, volunteers, licensees, invitees, employees, agents, material suppliers and contractors operating on the Premises or other areas of Washington Park including without limitation, (i) food/beverage vendors, (ii) entertainers, sound or production companies, (iii) amusement rides/attractions, (iv) tent companies or other tent contractors, and (vi) arts and craft vendors. Automobile Liability Insurance must list the City of Michigan City and the Michigan City Parks and Recreation Department as additional insured on a primary and non-contributory basis with a combined single limit of \$1,000,000 and shall continue the same throughout the term of this Agreement.

As to all such insurance, a complete list of vendors, exhibitors, material suppliers and contractors and their certificates of insurance representing such policies or the policies themselves shall be delivered to the MCPRD a minimum of thirty (30) calendar days prior to the Event. Each such policy shall not be cancelled, reduced, or the interests of the insured or additional insureds be materially altered without giving thirty (30) days prior written notice to MCPRD. Any insurance company providing such insurance must be licensed in the State of Indiana, satisfactory to MCPRD, and have an A.M. Best Rating of A-VII or greater.

- 19. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this Agreement shall be at the discretion of Lessor. Krueger Memorial Hall is available for rent for wedding receptions, showers, banquets, meetings and the like. Lessor reserves the right to refuse rental of this facility.
- 20. **AUDIO/VISUAL SYSTEM:** I understand the system must be operated by Lessor's 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 Lessor 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, Lessor by its duly appointed officers 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 DO NOT INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: _____ Date: _____

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 _____

Audio/Visual System Fee Paid _____ Receipt Number _____ Date _____

Received By _____

***** THERE WILL BE A \$30 SERVICE FEE CHARGED FOR ALL RETURNED CHECKS *****