

2023 MICHIGAN CITY SENIOR CENTER 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: _____ E-Mail: _____

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</u>	<u>EVENT/ATTENDANCE</u>	<u>NUMBER OF TABLES</u>
<input type="checkbox"/>	Decorate	Friday, _____	_____	_____	_____
<input type="checkbox"/>	Half Facility (west)	_____	_____	_____	_____
<input type="checkbox"/>	Whole Facility	_____	_____	_____	_____

2. **FEES:** Lessor upon payment of reservation fee of \$_____ (Rental Fee), and decorating fee 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 January 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. This rental is for the purpose of decorating and setting up the Saturday event only. Serving or consuming alcohol on Friday is strictly prohibited (see reservation terms above). Bird seed or rice may not be thrown on decks, patios, walkways or parking areas. Use of ladders is strictly prohibited.
5. **MINIMUM AGE:** You must be eighteen (18) years of age to rent the Senior Center 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) at least 14 calendar days prior to your rental date. Events must end by midnight and the Senior Center must be cleared and locked by 1:00 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:** 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. Birdseed or rice may not be thrown, inside or outside, on decks, patios, walkways or parking areas.
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. 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:** Lessor's 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 armchairs, 40 round tables (5' diameter), and 20- 8' banquet tables available. Furnishings CANNOT be taken outside of the building. The Lessor is not to move any tables or chair.
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 the Michigan City Senior Center 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 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. **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 the Senior Center, 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 the Senior Center, or any part thereof, or from any equipment or appurtenance therein, or from any accident in or about the Senior Center, or from any act or neglect of any other occupant of the Senior Center 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 Senior Center or any equipment of appurtenance therein, whether belonging to Lessor or to the other occupants of the Senior Center 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 attorney's fees in connection with injuries to any person or damage to or theft or misappropriation or loss of property occurring in or about the Senior Center or arising from Lessee's occupancy of the Senior Center or presence at the Senior Center or from any activity, work, or thing done, permitted or suffered by Lessee in or about the Senior Center, 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.
 - ~~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.
 17. **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).
 18. **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 to the Park Superintendent a minimum of sixty (60) calendar days prior to your event.
 19. **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.

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.
- 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.

- 20. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this agreement shall be at the discretion of the Lessor. The Senior Center is available for rent for wedding receptions, showers, banquets, meetings and the like. Lessor reserves the right to refuse rental of this facility.
- 21. **PARKING:** Is available in lot #3 the lot directly north and west of the building 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. Washington Park closes at 10 pm daily and all entrance gates will be locked at that time. Between the hours of 10 pm and midnight, your guests will only be able to enter and exit the park via Evelyn Baker Way near the amphitheater.

IN WITNESS whereof, Lessor, 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 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 _____

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