

**2022 NORTH POINTE PAVILION RESERVATION AND USE AGREEMENT**

*Contract form approved by the Michigan City Park Board 01/05/22*

THIS 2022 NORTH POINTE PAVILION RESERVATION AND USE AGREEMENT (hereinafter "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 "MCPRD" and

NAME: \_\_\_\_\_ PHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ E-Mail: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

Hereinafter known as "Licensee".

**WITNESSETH THAT:**

- MCPRD in consideration of the payment of the use fee and the covenants made by Licensee herein, hereby grants to Licensee a license to use the lower-level patio of the North Pointe Pavilion (as indicated below) in Washington Park, Michigan City, Indiana only on the date/s following:

USE FEES	FULL PATIO RENTAL	HALF PATIO RENTAL	<b>RENTAL AVAILABLE DAILY AFTER 4 PM ONLY</b>
Resident	\$750.00	\$375.00	
Non-Resident	\$1,000.00	\$500.00	

<u>LEVEL</u>	<u>DAY/DATE</u>	<u>EVENT TIMES</u>	<u>EVENT/ATTENDANCE</u>
_____	_____	_____	_____

- FEES:** MCPRD upon payment of reservation fee of \$\_\_\_\_\_ (Rental Fee) plus a **security deposit of \$300.00**, agrees to permit Licensee to have exclusive use of the space described above 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.
- RESERVATION TERMS:** Your security deposit along with this signed Agreement is required to secure your reservation. **The balance is due no later than sixty (60) calendar days prior to the use date.** If the balance is not received within the allotted time, MCPRD reserves the right to keep your security deposit, automatically forfeit your reservation rights, and re-open the reservation date for other usage. Your signed food and beverage contract with Sunset Grille restaurant must be submitted within fourteen (14) calendar days after the date of this Agreement.
- MINIMUM AGE:** You must be eighteen (18) years of age to rent the North Pointe Pavilion with proper identification (i.e. valid driver's license or state identification card), or (21) years of age if alcohol is to be served.
- HOURS OF USE:** The facility is available for use from 8:00 am to 10 pm Sunday through Thursday, and 8 am to midnight on Friday and Saturday. You **MUST** schedule your arrival with the Park Office (873-1506) at least 14 calendar days prior to your rental date
- FOOD:** Food and beverage service must be contracted through Sunset Grille Restaurant.
- 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. **The use of ladders is strictly prohibited.**
- CLEANUP:** Licensee is responsible for cleanup of the facility and the removal of decorations. If the facility is not cleaned Licensee will be billed time and materials and the amount will be deducted from Licensee's security deposit. All personal property must be removed from North Point Pavilion at the conclusion of the event. Cleaning products ARE NOT supplied by the MCPRD.
- SECURITY:** A uniformed Law Enforcement Officer with jurisdiction in LaPorte County **MUST BE** at North Point Pavilion 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 at the event has exited North Pointe Pavilion.** Arrangements, payment, and scheduling are the responsibility of the Licensee (M.C.P.D. 874-3221).
- SMOKING:** Smoking, including vapor devices, is strictly prohibited inside the stairwells, restrooms and elevator and outside within 8' of any building entrance or exit.
- BUILDING CAPACITY:** The number of persons attending any function shall not exceed 300 (150 for half of the patio). This number may be reduced by social distancing requirements, or other requirements issued by the Center for Disease Control or any rule, regulation, Ordinance, or order of the State of Indiana, LaPorte County, or the City of Michigan City, Indiana on the day of the event.
- FURNISHINGS:** Contact Sunset Grille Restaurant for furniture arrangements.
- COMPLIANCE AND INDEMNIFICATION:** Licensee 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 MCPRD's rules and regulations (which are incorporated herein by this reference), in its use of North Pointe Pavilion, and will not permit anything to be done in violation thereof. If Licensee or any of its licensees, invitees or guests violate any of the terms or conditions of this Agreement, MCPRD shall have the right to immediately terminate this Agreement without notice or refund, and MCPRD 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. Licensee releases MCPRD and the City of Michigan City, Indiana ("City") from and waives all claims for damages to person or property sustained by Licensee or by any occupant of the North Pointe Pavilion, 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 North Pointe Pavilion, or any part thereof, or from any equipment or appurtenance therein, or from any accident in or about the North Pointe Pavilion, or from any act or neglect of any other occupant of the North Pointe Pavilion 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 North Pointe Pavilion or any equipment of appurtenance therein, whether belonging to MCPRD or to the other occupants of the North Pointe Pavilion results from any act or neglect of Licensee, its agents, guests, Licensees, or invitees, Licensee shall be liable therefore and MCPRD may, at its option, repair such damage and Licensee shall, upon demand by MCPRD, reimburse MCPRD for all costs and expenses of such repairs and damages in excess of amounts, if any, paid to MCPRD under insurance covering such damages. All personal property belonging to Licensee, its agents, guests, Licensees, or invitees shall be there at their respective risks and MCPRD shall not be liable for damage thereto or theft or misappropriation thereof. To the extent not prohibited by law, Licensee hereby indemnifies, protects, defends, and holds harmless MCPRD 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 North Pointe Pavilion or arising from Licensee's occupancy of the North Pointe Pavilion or presence at the North Pointe Pavilion or from any activity, work, or thing done, permitted or suffered by Licensee in or about the North Pointe Pavilion, or from any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this Agreement, or due to any other act or omission of Licensee or any of its employees, customers, agents, licensees, invitees, or contractors. Notwithstanding the foregoing, no agreement of Licensee in this Section shall be deemed to exempt MCPRD from liability or damages for injury to persons or damage to property caused by or resulting from the gross negligence or willful misconduct of MCPRD, or its directors, officers, agents, or employees.

- 14. **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 MCPRD 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.
- 15. **DISCOUNTS:** Full time employees of the 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). Proof of employment is required (recent pay stub).
- 16. **ADMISSION FEES, TICKETS, DONATIONS, ETC:** No tickets, admission charges, or donations will be allowed at the North Pointe Pavilion, unless a written letter is submitted to the Park Superintendent a minimum of sixty (60) calendar days prior to your event.
- 17. **ENTERTAINMENT PERMIT:** If outdoor stage equipment (as hereinafter defined) is to be used Licensee MUST notify the Indiana Department Homeland Security Fire Marshal's Office at 317-232-2222 or at 888-203-5020 (notification can also be provided through the Amusement and Entertainment permit online application). Outdoor stage equipment means any temporary or permanent towers, booms, ramps, platforms, overhead assemblies, or other structures, including ancillary rigging, which are used, or intended to be used, in connection with an outdoor performance and that are not otherwise attached or anchored to North Pointe Pavilion.
- 18. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this agreement shall be at the discretion of the MCPRD. The North Pointe Pavilion is available for rent for wedding receptions, showers, banquets, meetings and the like. MCPRD reserves the right to refuse use of this facility.
- 1. **PARKING:** Parking is included in your rental fee. There is limited parking for your guests south of the pavilion. Parking spaces are not guaranteed.
- 2.

**IN WITNESS** whereof, MCPRD, by its duly appointed officers as MCPRD and the Licensee named above have caused this Agreement to be signed the date and year first above written.

**LICENSEE: I agree to the above terms and conditions**

I DO NOT INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

I INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Licensee 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 \_\_\_\_\_

- Submitted catering contract with Fire and Water Restaurant. Date: \_\_\_\_\_
- Submitted proof of Non-Profit status. Date: \_\_\_\_\_
- Submitted Indiana Department of Homeland Security Event Permit. Date: \_\_\_\_\_

**MCPRD: 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 \$30 SERVICE FEE CHARGED FOR ALL RETURNED CHECKS \*\*\***



A maximum of 54 parking spaces will be reserved for rentals of the full lower patio and a maximum of 36 spaces for ½ rentals of half the patio. A barricade will be placed at the end of each parking row with a sign "PRIVATE EVENT PARKING." Barricades and signs will be set up on the morning of the event by parking staff.