

Michigan City Parks and Recreation Department

100 E. Michigan Blvd. / Suite 2, Michigan City, IN 46360-3293

Phone (219) 873-1506 * Fax (219) 873-1540

Or visit our website www.michigancityparks.com

2018 OASIS SPLASH PARK PRIVATE PARTY LICENSE AGREEMENT

Contract form approved by the Michigan City Park Board 10/04/17

Name: _____ Phone: (_____) _____

Address: _____ E-Mail: _____

City, State, Zip: _____

Driver's License Number: _____ State Issued: _____ D.O.B. _____

Place of Employment: _____ Employer's Phone: (_____) _____

Date: _____ Time Period: _____ Number of People: _____

(Private Parties are permitted daily from 5:30PM – 7:30 PM)

Subject to the following conditions with which licensee agrees to confirm:

1. **RESERVATION TERMS:** All fees must be paid and a signed rental agreement submitted at the time of your reservation. Your License Agreement must be taken to the Splash Park for proof of your reservation. Our park security will confirm your reservation and be available for assistance during your private party.
2. **MINIMUM AGE:** You must be 18 years of age to reserve the Splash Park for a private party.
3. **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 Park Department's rules and regulations for the Splash Park and Washington Park (which are incorporated herein by this reference), in its said use, and will not permit anything to be done on the Splash Park or Washington Park in violation thereof. If you violate any of the terms or conditions of this License 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. Licensee releases Park Department and its directors, officers, agents, elected and appointed officials and employees from and waives all claims for damages to person or property sustained by Licensee or by any occupant of the Splash Park or Washington Park, 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 Splash Park or Washington Park, or any part thereof, or from any equipment or appurtenance therein, or from any accident in or about the Splash Park or Washington Park, or from any act or neglect of any other occupant of the Splash Park or Washington Park 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 Splash Park or Washington Park or any equipment or appurtenance therein, whether belonging to Park Department or to other occupants of Washington Park results from any act or neglect of Licensee, its agents, guests, licensees or invitees, Licensee shall be liable therefore and Park Department may at its option repair such damage and Licensee shall upon demand by Park Department reimburse Park Department for all costs and expenses of such repairs and damages in excess of amounts, if any, paid to Park Department under insurance covering such damages. All personal property belonging to Licensee shall be there at the risk of Licensee and Park Department 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 Park Department and its directors, officers, agents, elected and appointed officials and employees 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 the Splash Park or Washington Park, or arising from Licensee's occupancy of the Splash Park or presence on Washington Park, or from any activity, work, or thing done,

permitted or suffered by Licensee in or about the Splash Park or Washington Park, 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 License 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 3 shall be deemed to exempt Park Department from liability or damages for injury to persons or damage to property caused by or resulting from the gross negligence or willful misconduct of Park Department, or its directors, officers, agents or employees.

4. **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 thirty (30) calendar days prior to your private party date. No refunds will be given due to bad weather (unless the Park Department cancels this License Agreement because of weather conditions) or late cancellations. Approval of this License 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 weather conditions or some physical condition as determined by the Park Department. 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.
5. **ALCOHOL:** No alcoholic beverages are to be served or consumed at the Splash Park.
6. **NO GLASS:** Glass containers of any kind are strictly prohibited.
7. **NO LITTER:** Leave the splash park clean, placing all paper and other debris in receptacles furnished at the Splash Park. Do not pour any solution on grass, trees, or vegetation.
8. **PARKING:** Discounted parking passes are available with your License Agreement through the Park Office. It is your responsibility to distribute parking passes to your guests prior to entering the park. Our employees can not hand out passes at the entrance gates. If a guest does not have their pass with them, they will have to pay the applicable daily parking rate to enter the park. Parking passes must be displayed in the lower left hand corner of the windshield and should remain visible at all times while the vehicle is in Washington Park.
9. **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). Proof of employment is required (recent pay stub).
10. **SPECIAL REQUESTS:** Any special requests must be submitted to the Park Superintendent for approval no later than thirty (30) calendar days prior to your private party date. Special requests may include a disk jockey, live band, etc. or anything not specifically covered in this License Agreement.

I have read and completely understand the above License Agreement and agree to be bound by the terms and conditions:

Signed _____ Date _____

RENTAL FEES

Rental Fee \$ _____ Date Paid _____ Receipt Number _____

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

PARKING PASSES (10 passes for \$10)

Number of parking passes _____ \$ _____ Date Paid _____ Receipt Number _____

Pass number _____ through pass number _____.

SPECIAL EVENT

- There is not a special event scheduled in Washington Park on your private party date as of _____
- There is a special event scheduled in Washington Park on your private party date. _____