

2019 GUY FOREMAN BICENTENNIAL AMPHITHEATER RENTAL 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: (_____) _____

Rental Day: _____ Date: _____ Purpose: _____

Unlock amphitheater at _____ AM/PM Lock amphitheater _____ AM/PM

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

- RESERVATION TERMS:** You must pay for your reservation and submit a signed rental agreement within 10 calendar days after the date you make the reservation or you automatically forfeit your date and the Park Office will re-open the date for rental. Your rental agreement must be taken to the rental facility for proof of your reservation. Our park security will confirm your reservation and be available for assistance during your rental.
- MINIMUM AGE:** You must be 18 years of age to rent any park facility.
- HOURS OF USE:** The park is open from 5 a.m. to 10 p.m. daily.
- 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 (which are incorporated herein by this reference), in its said use, and will not permit anything to be done in violation thereof. If Licensee violates 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. Licensee releases Park Department 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 Amphitheater, 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 Amphitheater, or any part thereof, or from any equipment or appurtenance therein, or from any accident in or about the Amphitheater, or from any act or neglect of any other occupant of the Amphitheater 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 Amphitheater or any equipment or appurtenance therein, whether belonging to Park Department or to other occupants of The Amphitheater 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, its agents, guests, licensees or invitees shall be there at their respective risks 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 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 The Amphitheater, or arising from Licensee's occupancy of the Amphitheater or presence at the Amphitheater or from any activity, work, or thing done, permitted or suffered by Licensee in or about The Amphitheater, 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 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.
- 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. 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.

- 6. **ALCOHOL:** If alcoholic beverages are to be served, they must remain within the general area of your event, in compliance with City Ordinance #3100 Consumption of Alcoholic Beverages and use of containers in Washington Park. You may not sell or give away alcoholic beverages to the general public.
- 7. **NO GLASS:** Glass containers of any kind are strictly prohibited.
- 8. **NO FIRES/GRILL USE:** Ground fires are strictly prohibited. No open flames of any kind are permitted on the beach or park property (candles, tiki torches, etc.). Only non-charcoal (butane) portable grills are allowed on the beach. Charcoal grills are permitted outside of the beach, but you must cool your charcoal and deposit it in proper receptacles. Grilling or cooking of any kind is prohibited on park picnic tables.
- 9. **NO LITTER:** Leave the premises clean, placing all paper and other debris in receptacles furnished throughout the park. Do not pour any solution on grass, trees, or vegetation.
- 10. **ELECTRIC USE:** Use of electric is included in your rental and is only for use of small radios, coffee pots, food warmers and like equipment that does not exceed a maximum of 15 amps.
- 11. **GAMES:** Participation in games by your guests is allowed on the sand, but must not disturb other beach or park patrons. No horseshoes, softball or baseball is allowed on the lawn areas of Washington Park. Bounce houses, slip and slides, dunk tanks and the like are prohibited.
- 12. **PARKING:** Discounted parking passes are available with your rental through the Park Office. It is your responsibility to distribute parking passes to your guests prior to entering the park; our employees cannot 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 on park property. Parking for your event is limited and not guaranteed.
- 13. **DECORATING:** Decorating is permitted. However, no staples or nails are allowed. If tape is used it must be a lightweight tape that can be easily removed.
- 14. **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).
- 15. **SPECIAL REQUESTS:** Any special requests must be submitted to the Park Superintendent for approval no later than thirty (30) calendar days prior to your rental date.

I have read and completely understand the above agreement:

Signed _____ Date _____

RENTAL FEES

Rental Fee \$ _____ Date Paid _____ Receipt Number _____

Security Deposit \$ _____ Date Paid _____ Receipt Number _____

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

PARKING PASSES

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 rental date.
- There is a special event scheduled in Washington Park on your rental date. _____