

2017 NORTH POINTE PAVILION RESERVATION AND USE AGREEMENT

Contract form approved by the Michigan City Park Board 11/22/16

____ Private Function ____ Ticket Event Alcohol ____ Ticket Event No Alcohol

THIS 2016 NORTH POINTE PAVILION RESERVATION AND USE AGREEMENT (hereinafter "Agreement"), made and entered into this _____ day of _____, 2016, 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:

1. 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 or the roof top deck of the North Pointe Pavilion (as indicated below) in Washington Park, Michigan City, Indiana only on the date/s following:

USE FEES

Resident \$1,500.00
Non-Resident \$2,000.00

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

2. **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.
3. **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 Fire and Water restaurant must be submitted within fourteen (14) calendar days after the date of this Agreement, unless you are a Non-profit organization that is tax exempt pursuant to United States Internal Revenue Code Section 501 (c)(3) or Section 501 (c)(4) (29 USC Section 501 (c)) (hereinafter Non-profit Organization) and are permitted to bring your own food and beverages as provided below.
4. **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.
5. **HOURS OF USE:** The facility is available for use from 8:00 a.m. to midnight daily. 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 11 pm and the North Pointe Pavilion must be cleared and locked by midnight.
6. **FOOD/BEVERAGE:** Food and beverage service must be contracted through Fire & Water Restaurant. A Licensee that is Non-profit Organization that does not enter into a contract with Fire & Water Restaurant for food and beverage service may bring in its own food and alcoholic beverage service provided it obtains a permit from the Indiana Alcohol Beverage Commission for the service of alcohol for the event. Non-profit Organizations must present their IRS determination letter showing their status as a private foundation or public charity. This Agreement must be signed by an authorized signer of the Non-profit Organization. MCPRD or its employees are not responsible for food or drinks, which are delivered ahead of the scheduled activity or left after the activity.
7. **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.
8. **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.
9. **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 and the doors are locked.** Arrangements, payment, and scheduling are the responsibility of the Licensee (M.C.P.D. 874-3221).

10. **SMOKING:** Smoking, including vapor devices, is strictly prohibited inside the stairwells, restrooms and elevator and outside within 8' of any building entrance or exit. [THIS MEANS THAT NPP IS A SMOKING FACILITY ON THE ROOF DECK AND LOWER LEVEL EXCEPT WITHIN 8 FEET OF A DOOR. WAS THIS DISCUSSED BY THE PARK BOARD?]
11. **BUILDING CAPACITY:** The number of persons attending any function shall not exceed 300. [ROOF TOP DECK HAS AN OCCUPANCY LIMIT BUT I THOUGHT IT WAS 350. NOT SURE THAT THE LOWER LEVEL HAS SUCH A LIMITATION NEED TO CHECK]
12. **FURNISHINGS:** Contact Fire and Water Restaurant/Virtuous Events for furniture arrangements.
13. **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. [NOT SURE WHY NEED SEPARATE NOTICE FOR THIS. I THINK IT SHOULD BE DISCLOSED AND MADE A PART OF THE AGREEMENT]
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. **INSURANCE: [NOT SURE I UNDERSTAND THIS PROVISION AS MOST ALCOHOL SERVICE WILL BE DONE BY FIRE AND WATER WHICH HAS LIQUOR LIAB INS. NEED TO DISCUSS THIS]**
Non-profit Organization Ticket Event with Alcohol: If the Licensee is a Non-profit Organization that furnishes alcoholic beverages at the event, or persons who attend the event are charged an entry fee, or are required to purchase tickets in advance, or Licensee has a cash bar, then Licensee shall submit to MCPRD, 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 Licensee is using an alcoholic beverage caterer, the caterer's insurance will satisfy this requirement, provided it has at least liability limits stated above. Licensee shall submit to MCPRD 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 Licensee's event. Licensee MUST comply with paragraph (14.) [DO NOT UNDERSTAND THIS PARAGRAPH REFERENCE] above, with regard to alcoholic beverages.
Ticket Event No Alcohol: Licensee hereby acknowledges that no alcoholic beverages will be furnished by Licensee or consumed at Licensee's event. If persons who attend the event are charged an entry fee, or are required to purchase tickets in advance, Licensee shall submit to MCPRD a certificate of general liability insurance (may be from Licensee'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 Licensee's event. [WE MAY WANT TO CONSIDER THAT FOR ANY EVENT AT NPP A CERTIFICATE OF INSURANCE IS REQUIRED]
19. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this agreement shall be at the discretion of the MCPRD. [I KNOW THE PRIOR SENTENCE IS IN THE SENIOR CENTER AGMT BUT I DO NOT KNOW WHAT IT MEANS] The North Pointe Pavilion is

available for rent for wedding receptions, showers, fundraising events, banquets, meetings and the like. M CPRD reserves the right to refuse use of this facility.

- 20. **PARKING:** 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 Parker Parkway, south of the North Pointe Pavilion. [GATE NOW CURRENTLY WILL NOT ALLOW ACCESS UNLESS IT IS MOVED TO THE EAST AND NEED TO INSTALL GATES AT WEST EXITS OF THE NPP PARKING TO PREVENT ACCESS TO LOT 1]

IN WITNESS whereof, M CPRD, by its duly appointed officers as M CPRD 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: _____

M CPRD: MICHIGAN CITY INDIANA PARKS AND RECREATION DEPARTMENT

- Security Deposit Paid _____ Receipt Number _____ Date _____

Received By _____

- Rental Fee Paid _____ Receipt Number _____ Date _____

Received By _____

RENTAL FEES

North Pointe Pavilion	2017
Security Deposit	\$300
Resident 1 floor	\$1,500
Non-Resident 1 floor	\$2,000
Resident 1/2 floor	\$750
Non-Resident 1/2 floor	\$1,000

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

Fire and Water Restaurant/Virtuous Events

www.virtuosevents.com | 219-487-8888 | tasharaylene@gmail.com