Michigan City Parks and Recreation Department

2027 Contracts and Fees

1. Filming on Park Property Location Release and Fees
    a. Comparison Data and Fees
    b. Approved by Attorney Nirenberg 09/20/26 and Highstreet Insurance Company 09/14/26
2. Facility Rental Agreement and Fees
    a. Comparison Data and Fees
    b. Approved by Attorney Nirenberg 09/20/26 and Highstreet Insurance Company 09/14/26
3. Major Event License Agreement and Fees
    a. Comparison Data and Fees
    b. Approved by Attorney Nirenberg 09/20/26 and Highstreet Insurance Company 09/14/26
4. North Pointe Pavilion Rental Agreement and Fees
    a. Comparison Data and Fees
    b. Approved by Attorney Nirenberg 09/20/26
5. Oasis Splash Park Dates and Hours of Operation and Fees
6. Oasis Private Party Rental Agreement
    a. Comparison Data and Fees
    b. Approved by Attorney Nirenberg 09/20/26
7. Parking Fees – *Recommendation:*
8. Picnic Table Rental Fee (for use on park property only)
9. Program License Agreement
    a. Approved by Attorney Nirenberg 09/20/26 and Highstreet Insurance Company 09/21/26

2027 Contract Templates

1. TEMPLATE Bid Documents
2. TEMPLATE Construction - Agreement Between Owner and Contractor
3. TEMPLATE Professional Services Agreement
4. TEMPLATE Request for Proposals
5. TEMPLATE Request for Quotes for Products or Equipment
6. TEMPLATE Request for Quotes for Services
    a. All templates Approved by Attorney Nirenberg 09/09/26 and Highstreet Insurance Company on 09/14/26

2028 Contracts and Fees

10. Amphitheater Rental Agreement and Fees
    a. Comparison Data and Fees
    b. Approved by Attorney Nirenberg 09/20/26
11. Beach Wedding Permit and Fees
    a. Comparison Data and Fees
    b. Approved by Attorney Nirenberg 09/20/26
12. Discount Policy for Rental Facilities
13. Memorial Hall Rental Agreement and Fees
    a. Comparison Data and Fees
    b. Approved by Attorney Nirenberg 9/20/26 and Highstreet Insurance Company 09/14/26
14. Senior Center Rental Agreement and Fees
    a. Comparison Data and Fees
    b. Approved by Attorney Nirenberg 09/20/26 and Highstreet Insurance Company on 09/14/26
15. Washington Park Rental Agreement and Fees
    a. Comparison Data and Fees
    b. Approved by Attorney Nirenberg 09/20/26

Michigan City Parks and Recreation Department
100 E. Michigan Blvd., Suite 2, Michigan City, IN 46360
219-873-1506 www.emichigancity.com

2027 FEES FOR FILMING ON PARK PROPERTIES

Passed by the Michigan City Park Board _____

CATEGORY ONE:
Local television producers videotaping matters of local interest or art films by independent producers working out of their own homes in an attempt to create artistic presentations for their audiences.
Category One Fee: $0

CATEGORY TWO:
Hollywood type films made for national distribution representing a profit effort.
Category Two Fee: $750.00 per day

CATEGORY THREE:
Product endorsement advertising; television commercials and videos for profit.
Category Three Fee: $750.00 per day

- **All** requests must be submitted at least thirty (30) calendar days prior to filming.
- **All** legal releases, insurance documents, etc., must be reviewed and approved by the Park Board Attorney prior to filming.
- **All** requests must be approved by the Park Board at a public meeting.



FILMING FEES (Hollywood Type Film)	2026
LOCATION	**AVERAGE FEE PER DAY**
Grand Rapids, MI	$2,000
Indy Parks, IN	$2,000
National Parks	$5,000
Chicago Parks, IL	$10,000

2027 LOCATION RELEASE

Contract form approved by the Michigan City Park Board _____

THIS Location Release is entered into as of _____, 20____ by and between _____ (the "Production Company"), and the City of Michigan City, Indiana, by and through the MICHIGAN CITY DEPARTMENT OF PARKS AND RECREATION ("MCPRD").

WITNESSETH THAT

FOR GOOD AND VALUABLE CONSIDERATION the receipt and sufficiency of which are hereby acknowledged, MCPRD grants to the Production Company a license to enter the property described below, and to photograph, film, record and depict the interior and exterior of the Property (as hereinafter defined) and all items and activities on the site, and to use in any manner the Production Company sees fit in any and all media, in any manner, throughout the world, and in perpetuity, all images, motion pictures and sounds recorded therein.

1. FILM LOCATION: MCPRD hereby permits the Production Company to use the _____ building and grounds, in Washington Park, Michigan City, Indiana ("Property") as outlined in Exhibit "A", and to exhibit, advertise and promote said images, whether the Property is identified or not, and whether recording audio, visual reproductions or both; said permission also extends to the Production Company's licensees, sponsors, successors, and assigns.

2. RIGHT OF ACCESS: Production Company and its employees, contractors, representatives, and the staff of any of them shall have the right to bring personnel and equipment (including props and temporary sets) onto the Property for use as described herein and shall remove same after completion of its said use and activities.

3. TIME OF ACCESS: The permission granted hereunder shall be for the period commencing on or about _____ (am/pm) and continually until _____ (am/pm) on the _____ day of _____, 20____. Any changes in schedule or delays due to weather shall result in a written renegotiation of this Agreement. MCPRD represents it will do its best to accommodate Production Company in this regard.

4. PAYMENT: Production Company shall be entitled to use the Property as described herein for a fee of $_____.

5. ALTERATIONS TO LOCATION: Production Company shall make NO ALTERATIONS to the Property without prior written approval of MCPRD in its sole and absolute discretion.

6. BILLING CREDIT: Any identification of MCPRD or the Property provided to Production Company in its subsequent use of said images shall be at the total discretion of Production Company.

7. INSURANCE: Production Company is required to be insured adequately to support this Location Release and shall maintain insurance coverage in not less than the amounts set forth below for each occurrence.

   A Certificate of Insurance of the Production Company must be submitted to the Park Office, 100 E. Michigan Blvd., Suite 2, Michigan City, IN 46360 no later than seven (7) days prior to date of scheduled event (or upon submission of this Location Release). If Production Company fails to submit a Certificate of Insurance within this time frame, said permission for Location Release is deemed automatically revoked by the MCPRD. However, if Production Company submits a Certificate of Insurance within said time frame and the City determines said Certificate of Insurance fails to comply with the insurance requirements herein, the City shall notify Production Company immediately and Requester shall cure said defect immediately and no later than forty-eight (48) hours provide the MPRD with an amended Certificate of Insurance complying with the requirements herein. If Production Company fails to cure said defect, said permission for Location Release is deemed automatically revoked by MCPRD, and Production Company forfeits any payment under this Agreement to MCPRD. If permission is deemed automatically revoked under this section, MCPRD shall notify Production Company in writing of the same.

   A copy of the insurance policy and endorsements must be made available upon request of the MCPRD.

   The City shall be named as an Additional Insured on all such insurance policies, except worker's compensation. The insurance provided to the additional insured shall be primary and non-contributory with a waiver of subrogation rights in favor of the City. The Additional Insured shall be listed as follows:

   City of Michigan City, Indiana
   100 E. Michigan Blvd.
   Michigan City, IN 46360

   All insurance policies shall contain a clause of endorsement providing that they may not be cancelled, non-renewed, substituted, or materially amended during the term of the Location Release, except after thirty (30) days prior written notice to City and MCPRD. This cancelation provision must be indicated on the Certificate of Insurance. Acceptance of a Certificate of Insurance that does not comply with this section will not operate as a waiver of Production Company's obligations hereunder.

The insurance limits stated below are not intended to be an indication of exposure nor are they limitations on indemnification. Production Company shall maintain the following insurance limits for purposes of this agreement street closure:

Commercial General Liability (Occurrence Form)	
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
Workers' Compensation and Employer's Liability	
Workers' Compensation	Indiana Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee
Automobile Liability	
Combined Single Limit	$1,000,000 each accident

8. COMPLIANCE AND INDEMNIFICATION: The Production Company must follow all applicable federal and state laws, all ordinances of the City of Michigan City, and the MCPRD'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 the Production Company violates 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. The Production Company waives, releases, and discharges on behalf of itself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City of Michigan City and MCPRD from any and all claims or demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from this Agreement. The Production Company shall indemnify and hold harmless the City of Michigan City and MCPRD for all loss to the City of Michigan City and MCPRD resulting from the negligence of the Production Company or any of its agents, servants, employees, and/or representatives in the performance of this Agreement, which arise or in the future may arise. The Production Company agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in the performance of this Agreement, and for those injuries or damages that the Production Company, or any of its agents, servants, employees, and/or representatives may cause to any person or property. It is expressly intended that such indemnification and hold harmless obligation shall extend to include attorney fees and any costs incurred by the participation by the City of Michigan City and MCPRD in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Production Company.

9. This Location Release shall be construed and enforced in accordance with the laws of the State of Indiana. Should any portion of this Location Release be judicially determined invalid, voidable or unenforceable, for any reason, such portion of this Location Release shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Location Release. The Undersigned declares that he/she is over the age of eighteen (18) years, of sound mind, and has carefully read this Location Release and understands and consents to the terms herein. The Undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that the terms of this Waiver & Release are contractual and not a mere recital.

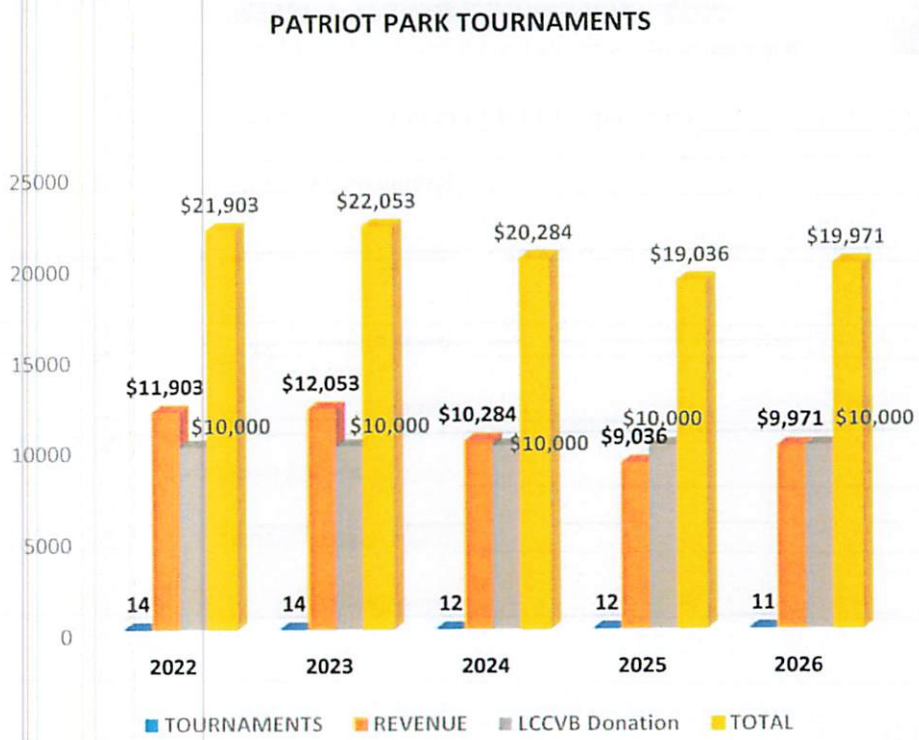
10. The undersigned hereby represents that they have been authorized to execute this Location Release/Agreement on behalf of MCPRD and Production Company.

IN WITNESS THEREOF this Location Release has been executed by MCPRD and Production Company as of the date first written above. I affirm under the pains and penalties of perjury that the aforementioned information is true to the best of my knowledge, and that all information submitted with this application, including but not limited to my Certificate of Insurance, is true and accurate. I understand that any false or misleading information, omission, or misrepresentation may result in the denial or revocation of this application and/or the City seeking any additional legal remedies.

_____ _____ _____ _____ By: _____ Name: _____ Title: _____	MICHIGAN CITY PARKS AND RECREATION DEPARTMENT 100 E. Michigan Blvd., Suite 2 Michigan City, IN 46360 By: _____ Shannon Eason, Superintendent

EXHIBIT "A"

Insert filming location map



There are 2 tournaments scheduled in October 2026, not reflected above, for additional revenue of $1,869.56 if not cancelled.

FIELD RENTAL FEES						
PATRIOT PARK	2022	2023	2024	2025	**2026**	**Proposed 2027**
Field, per day	$200	$200	$200	$200	$225	$285
Field, 2nd day	$200	$200	$200	$200	$225	$285
2nd day max	$1,800	$1,800	$1,800	$1,800	$2,000	$2,850
Field, 1/2 day / 1 Game (1 set up, <6hrs)	$100	$100	$100	$100	$113	$150
Field, Practice (2.5hours no prep)						$100
NSA/BPA Tournament	$935	$935	$935	$935	$935	
GARDENA/OAK HILLS					**2026**	**Proposed 2027**
Field, per day	$100	$100	$100	$100	$100	$100
Field, 1/2 day	$40	$40	$40	$40	$40	$40

100 E. Michigan Blvd. / Suite 2
Michigan City, IN 46360-3293
Phone (219) 873-1506
www.michigancityin.gov

2027 PARK FACILITY RENTAL AGREEMENT

Approved by Michigan City Parks & Recreation Board on _____

Application Date_____ (minimum of 14 days prior to rental date)

Name of Group_____ Requested by _____

Address_____

City, State, Zip _____
Home Phone_____ Work Phone_____

Cell Phone _____ Email _____

Facility Requested _____ Specific Area(s) Requested_____

Date(s) of Event(s) _____ Doors/Gates Open at _____

Time Event Begins _____ Time Event Ends _____

Name of Event(s) _____

Description of Event(s) _____
_____
_____

1. **RESERVATION:** The Superintendent and/or Board shall clear each request with respect to date, time, and other arrangements and will approve or deny use of Park property and facilities on the basis of Park Board policy. The Park Board reserves the right to demand sufficient time for full investigation, notice and arrangements of all requests for the use of Park property and reserves first claim to the use of its own property. Cancellations may be issued by the Superintendent and/or Board with or without notice, and where applicable, refunds may be provided. All approvals are to be granted with this understanding. In no case will those who have been granted permission assign, transfer, sublet, or charge a fee to others for the use of Park property. Groups or persons will not be granted rental approval when the request is for activities that are in conflict with Park Department programs, contracts, affiliations, or not authorized by Park Board policy.
2. **EVENT ADMISSION FEES:** The Michigan City Parks & Recreation Department reserves the right to charge an admission, parking, or other fees to Patriot Park. (The Park Department will give notice to any league, group, or organization if fees will be charged as part of the usage agreement.) No outside group is allowed to charge any admission, parking, or any other fee without consent and approval by the Superintendent and/or Park Board.
3. **HOLD HARMLESS:** Any group or individual renting or using any property or facility of the Parks & Recreation Department ("User" or "Licensee" of "Lessee") hereby agrees to be responsible for taking all reasonable and necessary actions to ensure the safety of the persons and property of all participants in the events during the rental period, including but without limitation, employees, participants, associates, guests, spectators and any member of the public in attendance at any of the events being held by User at the facility of the Parks & Recreation Department. Any group or individual renting or using any property or facility of the Park & Recreation Department hereby agrees to hold harmless the City of Michigan City, the Department of Parks & Recreation, its Board, employees, and agents from any and all liability arising from or related to in any way the use of the property or facility including costs of defense, judgments, settlements, and attorney's fees, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the User, its invitees, licensees, officers, agents or employees in conjunction with the events being held by the User at the facility of the Parks & Recreation Department.
4. **INDEMNIFICATION:** The Lessee must follow all applicable federal and state laws, 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 waives, releases, and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City of Michigan City and MCPRD from any and all claims or demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from this Agreement. Lessee shall indemnify and hold harmless the City of Michigan City and MCPRD for all loss to the City of Michigan City and MCPRD resulting from the negligence of the Lessee or any of its agents, servants, employees, and/or representatives in the performance of this Agreement, which arise or in the future may arise. Lessee agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in the performance of this Agreement, and for those injuries or damages that Lessee, or any of its agents, servants, employees, and/or representatives may cause to any person or property. It is expressly intended that such indemnification and hold harmless obligation shall extend to include attorney fees and any costs incurred by the participation by the City of Michigan City and MCPRD in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Lessee.

5. **CONCESSION:** Any group who wants concessions to be offered during the activity must make this request at the time reservation is made for utilization of the facility. The sale of all concessions shall be in the control of the Parks & Recreation Department. No rental or sponsored group shall be allowed to bring its own concessions for sale without authorization from the Michigan City Parks & Recreation Department.
6. **REQUIRED STAFF:** The Michigan City Parks & Recreation Department reserves the right to determine when a staff member or an employee of the City must be utilized for supervision, security or custodial services. The person or group must pay for such service when required in accordance with this policy. A Park Department supervisor, staff member or City employee shall be on duty whenever deemed necessary by the Superintendent and/or Park Board. The staff member/employee's hourly rate (or overtime rate if so required) will be charged to the User.
7. **NO SMOKING:** Patriot Park and Gardena Park are non-smoking facilities.
8. **INSURANCE:** Certificates of liability insurance coverage for the renter, lessee or vendor shall be provided for each day of the event to the Parks & Recreation Department prior to the event with the following minimum insurance requirements.

   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 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 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
Damage to Premises Rented (Each Occurrence)	$ 100,000

   A Waiver of subrogation in favor of the City of Michigan City shall be included.
9. **SCHEDULES, FIELD PREPARATION, EQUIPMENT, AND MAINTENANCE OF FACILITIES:** You must submit a complete copy of your schedule in order for fields to be prepared for games or practice. Distance requirements for bases and pitching, or for soccer goals, etc., or any other field specifics, must be included with each schedule submitted.

   The Michigan City Parks & Recreation Department, after receiving schedules from the separate leagues and organizations, reserves the right to reassign dates, times, or facilities for any reason.

   Any misuse of the Michigan City Park & Recreation Department's facilities may cause your league, organization, or group to forfeit all remaining scheduled dates, times, facilities, and/or Parks.

   Any organization using the Michigan City Parks & Recreation facilities and/or parks/fields must clean up all litter, garbage and debris before leaving. More specifically, the organization granted permission to use the facility should instruct coaches and/or supervisors to bring a plastic garbage bag to the facility each time a team has a scheduled game and use it to assure all waste is disposed of properly. The plastic bag and/or refuse can be thrown in the garbage

barrels provided at the facilities and parks. Failure to comply may result in forfeiture of previously approved facilities, and/or a fee being charged to the organization for cleanup.

Teams from organized groups **may not practice on fields already prepared for games by the Parks Department.** All coaches from respective groups and organizations should be given specific instructions and a copy of "approval schedules" to avoid this situation. Failure to cooperate and comply will result in termination of usage privileges.

Neither the City of Michigan City nor the Michigan City Parks & Recreation Department is responsible for providing any equipment. The Parks & Recreation Department will not be responsible for any damage, miss-use, or theft of any and all equipment owned or provided by individual leagues, groups, or organizations at our facilities. Any league, organization, or group that wishes to supply its' own equipment that remains at Parks & Recreation facilities must request such approval from the Parks Department. Any and all equipment approved to be positioned and left at any Parks and Recreation facilities may be used by other groups and may not necessarily be for the exclusive use of said league, organizations or groups. Groups must follow and enforce all Parks & Recreation and Patriot Park (if used) rules.

No unauthorized vehicles are permitted beyond the signs indicating such, and/or beyond the locked chain heading towards the concession area at Patriot Park.

All leagues, organizations, or groups are asked to treat and respect each of Michigan City Parks & Recreation facilities as if it is their own!

10. **PARKING: Parking is strictly prohibited beyond the second set of red gates near the concession stand.**
11. **PAYMENT AND FEES:** Requests for facility use, when charges are involved, will require full payment upon approval by the Superintendent and/or Park Board.

Patriot Park Rental Fees: $285.00 per day per field. If the event continues a second day, $285.00 per day per field up to a maximum $2,850.00 if all five baseball/softball fields are used or if all soccer areas/fields are used. If event on second day finishes before noon, the charge will be $150.00 per field. $100 per field for additional afternoon/evening only events for a practice on a single baseball, softball or soccer field.

Gardena and Oak Hills Rental Fees: $100.00 per day. $40.00 per field for single afternoon/evening use.

ORGANIZED GROUPS/ORGANIZATIONS: Outside groups that use Patriot Park will be charged the Patriot Park daily rates. However, any group/organization that is sponsored by or partners with Michigan City Parks & Recreation and uses Patriot Park on a regular, consistent basis for leagues or activities will be charged a rate as per its' defined usage. The Department of Parks & Recreation will establish a pre-determined fee and use agreement. Said fee will be determined prior to usage approval being granted. The Superintendent and/or Park Board will recommend and approve all such fees.

IN WITNESS whereof, Lessor by its duly appointed officers and the Lessee named above have caused this agreement to be signed the date and year first above written.

I affirm under the pains and penalties of perjury that the aforementioned information is true to the best of my knowledge, and that all information submitted with this application, including but not limited to my Certificate of Insurance, is true and accurate. I understand that any false or misleading information, omission, or misrepresentation may result in the denial or revocation of this application and/or the City seeking any additional legal remedies

Signed: _____ Date:_____

LESSOR: MICHIGAN CITY INDIANA PARKS AND RECREATION DEPARTMENT

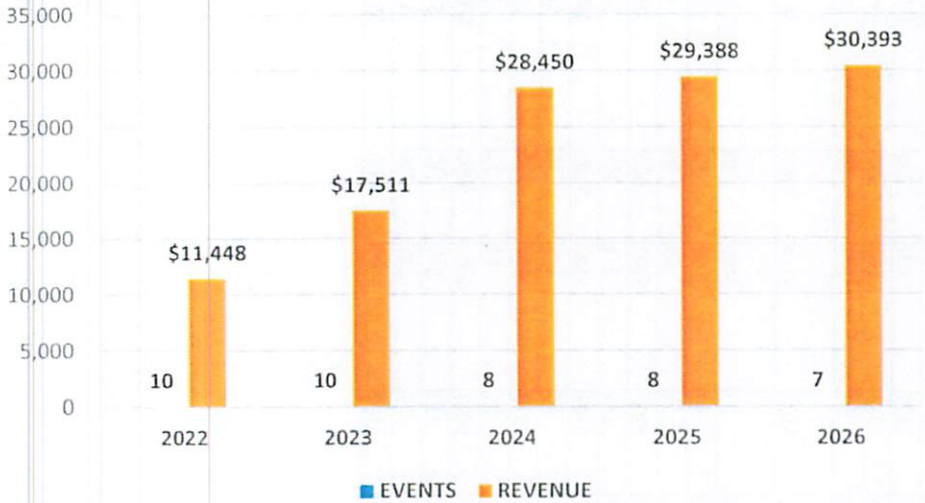
☐ Rental Fee Paid_____ Receipt Number_____Date_____

Received By _____

☐ Certificate of Liability Received by _____ Date_____

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

MAJOR EVENT COMPARISON DATA



EVENT	2022	2023	2024	2025	2026
Alzheimer's Walk	waived	waived	waived	waived	$100
Coldest Night of Year Walk				waived	$100
Food Truck Festival	$1,600	$1,696	$2,600	city	city
Great Lakes Grand Prix	$2,500	$5,000	$10,000	$25,000	$25,000
Juneteenth Celebration		$1,825	$2,150	city	city
Pride Fest	$3,078	$2,715	$3,000	$3,000	$3,000
Soccer in the Sand	$100	$100	$100	$100	$2,193
Total Major Event Revenue	**$11,448**	**$17,511**	**$27,950**	**$29,388**	**$30,393**

2025 City took over Food Truck Fest

2025 City took over Juneteenth

Facility and Amenity Fees	2022	2023 Mem Day-Lbr Day	2023 off season	2024 Mem Day-Lbr Day	2024 off season	2025 Mem Day-Lbr Day	2025 off season	2026 Friday of Mem Day W/E-Lbr Day	2026 off season	2027 Friday of Mem Day W/E-Lbr Day	2027 off season
Amphitheater - incl electric Resident	n/a	n/a	n/a	$638	$319	$638	$319	$638	$319	$638	$319
Amphitheater - incl electric Non-Resident	$750	$750	$375	$750	$375	$750	$375	$750	$375	$750	$375
Amphitheater Green Room and restrooms Resident	n/a	n/a	n/a	$170	$85	$170	$85	$170	$85	$170	$85
Amphitheater Green Room and restrooms Non-Resident	$200	$200	$100	$200	$100	$200	$100	$200	$100	$200	$100
Skate Park Resident	n/a	n/a	n/a	$340	$170	$340	$170	$340	$170	$340	$170
Skate Park Non-Resident	$400	$400	$200	$400	$200	$400	$200	$400	$200	$400	$200
Small Picnic Shelter - incl (1) 16' picnic table and (1) trash barrel Resident	n/a	n/a	n/a	$64	$32	$64	$32	$64	$32	$64	$32
Small Picnic Shelter - incl (1) 16' picnic table and (1) trash barrel	$75	$75	$0	$75	$0	$75	$0	$75	$0	$75	$0
Tennis Shelter - incl (2) t-shaped picnic tables, (1) serving table, (2) trash barrels Resident	n/a	n/a	n/a	$213	$107	$213	$107	$213	$107	$213	$107
Tennis Shelter - incl (2) t-shaped picnic tables, (1) serving table, (2) trash barrels Non-Resident	$250	$250	$0	$250	$0	$250	$0	$250	$0	$250	$0
Alcoholic Beverage Fee (per event, not per day)	$500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Barricades - each - 14' L	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5
Bleachers (per set)	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100
Electric Panel - each - 50 amp (if available in event area)	$125	$25	$25	$25	$25	$25	$25	$25	$25	$25	$25
Major Event Base Fee	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100
Parking Spaces - each (includes one daily parking pass per space)	$15	$15	$0	$15	$0	$15	$0	$15	$0	$15	$0
Picnic Tables - each - 8'	$10	$10	$10	$10	$10	$10	$10	$10	$10	$10	$10
Snow Fence - per linear foot - installed by park - 3 1/2' H	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
Snow Fence - standard set up 800 linear feet installed by park - 3 1/2' H	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800
Trash Barrels - each - includes liners & daily trash pick up	$10	$10	$10	$10	$10	$10	$10	$10	$10	$10	$10
Water spigot - each (if available in event area)	$25	$25	$25	$25	$25	$25	$25	$25	$25	$25	$25
SECURITY DEPOSIT PER MAJOR EVENT LEASE	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500

Regular fees apply the Friday prior to Memorial Day through Labor Day

CITY OF MICHIGAN CITY
DEPARTMENT OF PARKS AND RECREATION
2027 MAJOR EVENT LICENSE AGREEMENT
YEAR AND NAME OF EVENT
Contract form approved by the Michigan City Park Board_____

THIS LICENSE AGREEMENT ("Agreement") is made as of _____, 2027 and entered into by and between the **MICHIGAN CITY PARKS AND RECREATION DEPARTMENT ("MCPRD")**, and EVENT CHAIRPERSON AND ORGANIZATION, ("Licensee").

W I T N E S S E T H:

WHEREAS, MCPRD has jurisdiction over a public park commonly known as Washington Park, Michigan City Indiana; and

WHEREAS, Licensee is the Sponsor of TYPE OF EVENT which will be conducted in Washington Park on DATE/YEAR OF EVENT known as NAME OF EVENT (herein after referred to as the "Event"); and

WHEREAS, Licensee has arranged and negotiated to bring many TYPES OF VENDORS/EXHIBITS/ETC., to Washington Park for the enjoyment of the public and as a fund-raising effort for Licensee; and

WHEREAS, MCPRD agrees to make a part of Washington Park exclusively available for said purpose under the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other valuable consideration, MCPRD does hereby grant a license to the Licensee, to use certain property, premises and facilities, and the parties do agree with regard to the operation of the Event therein as follows:

ARTICLE I
DEMISED PROPERTY

A. **Real Property and Improvements**. Licensee is hereby granted the exclusive right to use and temporarily occupy the area described herein in order to conduct its Event. This license includes the right to use the area of Washington Park known as LOCATION IN WASHINGTON PARK, more specifically on the Site Diagram attached hereto, made a part hereof, and marked "Appendix A" ("Premises"). Licensee agrees to provide MCPRD, at least thirty (30) days prior to public opening of the Event, a drawing of its site plan, showing the general lay out of its tents, booths, toilet facilities, exhibitions, vehicles, food locations, first-aid locations and the like; Licensee shall obtain MCPRD's written approval of its site plan prior to the Event.

B. **Personal Property**. It is understood and agreed that the following personal property or equipment constitutes a part of the Premises:

1. All available picnic tables and garbage barrels.

MCPRD shall provide said equipment to Licensee at the commencement of the Event. During the term hereof, Licensee shall keep said equipment in the same condition as when Licensee accepted it, and Licensee shall pay for any necessary repairs. Licensee shall replace any equipment that is damaged beyond repair during the Event. Any temporary fixtures installed upon the premises at the expense of the Licensee shall remain the property of the Licensee and may be removed at the end of the term of this Agreement. Any improvements of a permanent nature necessary for the Event must be approved by MCPRD in writing and shall be at the expense of the Licensee and shall become the property of the MCPRD. Any remodeling of any structure, painting or the erection of signs shall be allowed only with the prior written consent and approval of the MCPRD and must be in compliance with the City of Michigan City Building Codes.

C. **Exclusive Rights**. During the term of this Agreement, Licensee shall have the exclusive right to contract for all sales of food, drinks, saleable items, and any other items customary to the operation of its Event within the Premises, provided, however, that such exclusivity shall not prohibit the operation of MCPRD's food concessions in locations other than the Premises.

D. **Parking**. MCPRD shall, upon request, supply Licensee with an adequate number of parking passes free of charge for all Licensee's employees, volunteers, vendors, exhibitors, contractors, and any other persons necessary to conduct the Event. All patrons shall be required to observe all parking regulations and pay fees established by MCPRD for Washington Park.

ARTICLE II
TERM OF LICENSE

The term of this Agreement shall be for one Event only, commencing on DATE/YEAR/AT TIME and ending on DATE/YEAR/TIME (includes setup and tear down).

Event Starting/Ending Times:
Ticket Price:

ARTICLE III
PAYMENT

Licensee agrees to pay MCPRD a security deposit in the amount of five hundred dollars ***($500.00)*** a minimum of thirty (30) calendar days prior to the Event date. Said deposit shall be refunded to Licensee after expiration of Agreement term if Washington Park is in as good condition as when first occupied by Licensee. Deductions from security deposit will be made for damages caused by Licensee, at a fair market rate, and not to include normal wear and tear. If the Event is cancelled by the MCPRD due to non-compliance of the Agreement by Licensee or, if the Licensee cancels the Event (which must be in writing) less than thirty (30) days prior to the date of the same, the security deposit will not be refunded but shall be retained by MCPRD, not as a penalty, but to cover loss of revenue. If the Event is canceled due to an emergency declaration by a local or state official, any security deposit received by MCPRD shall be returned within a reasonable time.

A. As consideration for the use of the Premises, Licensee shall pay MCPRD, a minimum of thirty (30) calendar days prior to the Event date, SPELL OUT AMOUNT ($ PAYMENT AMOUNT) (includes security deposit).

B. A detailed plan for the dispensation and control of alcoholic beverages by the Licensee must be submitted to MCPRD a minimum of thirty (30) calendar days prior to the public opening of the Event. The Michigan City Police Department Chief or Assistant Chief must approve the plan in writing.

ARTICLE IV
USE OF PREMISES

Licensee shall use the Premises for the purpose of conducting its NAME OF EVENT and for no other purpose.

A. **Use of Premises for Event.** All Events are to take place within the Premises. The Event will be conducted in accordance with the presentation made by Licensee and as approved by MCPRD including, without limitation, any conditions of such approval by MCPRD. Nothing in this Agreement is intended to permit Licensee to permit or conduct any activities not previously approved by the MCPRD, for the Premises, or other portions of Washington Park. Licensee is hereby granted the right to install partitions, temporary fencing, tents, and other customary means of separating areas to serve its patrons within the Premises, all of which shall be satisfactorily removed by Licensee prior to the end of the Event.

B. **Safety and Control.** Licensee shall operate all equipment in a safe and careful manner and shall require the same operation by its contractors in order to avoid injury to any persons patronizing the Event or damage to the Premises or other portions of Washington Park. Licensee will obtain certificates from equipment operators to ensure that their equipment is used in a safe, non-hazardous condition as required by applicable Federal, State and Municipal statutes, ordinances, rules, regulations and permits and that it will be so maintained throughout the term of this Agreement. Licensee will provide all necessary employees, volunteers, or police personnel to ensure adequate crowd control at all times. The Michigan City Police Chief must review a security plan, and his or her signed approval must be submitted to the MCPRD no less than thirty (30) days prior to the Event. Licensee will file a fire protection plan with the Michigan City Fire Marshal and submit plan in writing to the MCPRD no less than thirty (30) days prior to the Event. Licensee and all of Licensee's contractors and vendors must pass an inspection by the Michigan City Fire Marshal's Office in accordance with the Indiana Fire Protection Code and all applicable ordinances, rules, regulations and permits. The Fire Marshal's signed inspection must be turned in to the Park Office, or the Parking Supervisor on duty at the Lot #1 Parking Booth if the Park Office is closed, prior to the opening of the Event.

C. The Licensee MUST obtain an Amusement and Entertainment Permit from the State of Indiana and submit a copy to the MCPRD no less than thirty (30) days prior to the Event. State permits are available at http://www.in.gov/dhs/2795.htm.

D. If outdoor stage equipment (which is equipment not attached to a stage) 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 a stage.

E. If a temporary stage is used (different than outdoor stage equipment) 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). A temporary stage includes 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 attached or anchored to the stage.

F. At the expense of the Licensee, one portable toilet must be supplied for every 300 anticipated visitors to the Event. The MCPRD restrooms will be locked at TIME p.m. At least 25% of port-a-pots available for the public's use must be ADA accessible.

G. RIDES & ATTRACTIONS: The Licensee agrees that no amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, water features, or equipment or devices related thereto will be brought onto the Premises or used in any way on the Premises or any other portion of Washington Park except as listed below:

_____

_____

_____

H. HAZARDS: The Licensee agrees that no hazardous substances or materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or animals of any type will be brought onto the Premises or used in any way on the Premises or any other portion of Washington Park, except as listed below:

_____

_____

_____

ARTICLE V
MAINTENANCE OF PREMISES

Licensee has examined the Premises and the personal property and has found them in satisfactory condition and adequate for use by Licensee for the Event. Licensee shall keep the premises and personal property in a safe, workable, clean and sanitary condition and at the end of the term, Licensee shall surrender said property and premises in as good condition as received,

ordinary wear and tear accepted.

Licensee shall maintain the fixtures and utilities of the Premises in a state of good order, repair, and condition. Licensee shall also maintain in a clean condition, a reasonable area surrounding the exterior of the Premises.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

A. **Property Damage.** Licensee shall provide property damage and theft insurance on all equipment, materials, goods and supplies owned by it in which Licensee has an insurable interest. MCPRD shall maintain its own insurance for fire or other casualty to the buildings and insurance on any equipment in which it has an insurable interest.

B. **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 shall be included.

C. **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 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 shall be included.

D. **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 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.

E. **Liquor Liability.** Licensee shall provide comprehensive liquor liability insurance (only if alcoholic beverages are to be served), in its own name as insured and list the City of Michigan

City as additional insured with not less than One Million Dollars ($1,000,000.00) each occurrence and Two Million Dollars ($2,000,000.00) aggregate. Coverage shall continue the same throughout the term of this Agreement.

F. 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 insured 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.

G. COMPLIANCE AND INDEMNIFICATION: The Licensee must follow all applicable federal and state laws, all ordinances of the City of Michigan City, and the MCPRD'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, MCPRD shall have the right to immediately terminate this Agreement without notice or refund, and the 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 waives, releases, and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City of Michigan City and MCPRD from any and all claims or demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from this Agreement. Licensee shall indemnify and hold harmless the City of Michigan City and MCPRD for all loss to the City of Michigan City and MCPRD resulting from the negligence of the Licensee or any of its agents, servants, employees, and/or representatives in the performance of this Agreement, which arise or in the future may arise. Licensee agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in the performance of this Agreement, and for those injuries or damages that Licensee, or any of his/her/its agents, servants, employees, and/or representatives may cause to any person or property. It is expressly intended that such indemnification and hold harmless obligation shall extend to include attorney fees and any costs incurred by the participation by the City of Michigan City and MCPRD in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Licensee.

ARTICLE VII
DAMAGE OR DESTRUCTION OF PREMISES

In the event that all or part of any one of the items described as the Premises shall be damaged by fire or other casualty so as to render the same unusable by Licensee for the purposes intended hereby, Licensee shall have the right to renegotiate this Agreement immediately. In the event that such damage can be repaired with due diligence by MCPRD, Licensee may, at its option, close the affected premises and re-open them again after repairs have been made. This provision shall not relieve Licensee from its liability for damages caused by its own negligent acts.

ARTICLE VIII
CANCELLATION

MCPRD may cancel this Agreement at any time by written notice presented to Licensee stating that the Licensee has not complied with this Agreement, or MCPRD has determined that the Licensee's operation constitutes a danger to public health and/or safety, or that, because of some nuisance unexpectedly occurring in the operation of Licensee's Event, it will impair MCPRD's operation of the remaining public areas of Washington Park, not subject hereto.

In the event of default by Licensee or the happening of any event described in this Article, Licensee shall pay in addition to all amounts due MCPRD under this Agreement, any court costs, expenses of litigation and attorney's fees which may be incurred by MCPRD in enforcing the provisions hereof.

ARTICLE IX
TAXES AND UTILITIES

Licensee shall pay all taxes and assessments that may result from the Event and this Agreement and shall hold harmless MCPRD on account thereof.

ARTICLE X
OBSERVANCE OF LAWS

Licensee shall comply with all Federal, State and Municipal governmental statutes, ordinances, laws, rules, orders, regulations, and Permits applicable to the Event. Licensee shall comply with the requirements of all policies of insurance that at any time may be in force with respect to the Event. In the event that Licensee is in default of 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.

ARTICLE XI
INSPECTION BY MCPRD

MCPRD and its authorized personnel shall have the right to enter and inspect the Premises during the Event.

ARTICLE XII
PEACEFUL SURRENDER

After the term thereof, or if this Agreement is cancelled during said term, Licensee shall peacefully surrender possession of the Premises and facilities described herein, in the same condition as received by it, ordinary wear and tear accepted. Licensee shall remove prior to the end of the term of this Agreement, only its own property and shall repair any damage to the facilities or premises caused by the removal thereof.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

1. All advertising shall be paid for by Licensee.
2. Licensee shall not assign this Agreement or grant use or occupancy rights to the Premises to any parties except vendors associated with the EVENT NAME, Event

without the prior written approval of MCPRD, in its sole and absolute discretion.

3. All understandings between the parties are contained herein and this Agreement may be modified only by written agreement executed by both parties.
4. No waiver by MCPRD of any default of Licensee shall be construed as acting as a waiver of any subsequent default.
5. Notices shall be sufficient if addressed to:

MCPRD: Michigan City Department of Parks and Recreation
100 E. Michigan Blvd. / Suite 2
Michigan City, IN 46360-3293
Attn: Shannon Eason, Superintendent

Licensee: EVENT CHAIRPERSON/ORGANIZATION
ORGANIZATION STREET ADDRESS
ORGANIZATION CITY, STATE, ZIP
CHAIRPERSON EMAIL ADDRESS
CHAIRPERSON CELL PHONE

and sent certified mail, return receipt requested, postage prepaid.

ARTICLE XIV

The undersigned hereby certifies that he or she is a duly authorized representative of Licensee and is authorized to execute this Agreement and has done so as his or her own voluntary act and deed; that he or she has carefully read the Agreement, and that he or she fully understands the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MCPRD: MICHIGAN CITY PARKS AND RECREATION DEPARTMENT

By: _____ **ATTEST:** _____
Park Board President **Park Board Secretary**

LICENSEE:

I affirm under the pains and penalties of perjury that the aforementioned information is true to the best of my knowledge, and that all information submitted with this application, including but not limited to my Certificate of Insurance, is true and accurate. I understand that any false or misleading information, omission, or misrepresentation may result in the denial or revocation of this application and/or the City seeking any additional legal remedies.

By: _____
It's Representative

Printed Name: _____

EVENT NAME LICENSE AGREEMENT
PRE – EVENT CHECKLIST

ALL DOCUMENTS AND FEES ARE DUE A MINIMUM OF THIRTY (30) CALENDAR DAYS PRIOR TO THE EVENT DATE OF THE LICENSE AGREEMENT

LICENSEE:

☐ Major Event Approved by the Michigan City MCPRD at their meeting on _____, 20__.

☐ Licensee supplied a site plan diagram of the Event on _____

☐ Licensee supplied a detailed plan for the dispensation and control of alcoholic beverages, and security plan for the Event, approved by Michigan City Police Department on _____

☐ Major Event Security Form submitted on _____

☐ Licensee supplied State of Indiana Amusement and Entertainment permit on _____

☐ $_____ rent paid Date_____ Receipt#_____

☐ $500.00 Security Deposit paid Date_____ Receipt#_____

☐ Number of special parking passes required (to be supplied by MCPRD) _____

☐ Fire Protection plan filed and approved by Michigan City Fire Marshal on _____

Passed inspection by Michigan City Fire Marshal on _____

☐ Copy of the Event sponsor representative's driver's license submitted on _____

☐ Set up Instructions Provided to Park Maintenance on _____

☐ If Event is at the Amphitheater, notify Michigan City Municipal Bank Director (clear out green room, move equipment out of aisles).

INSURANCE:

❑ General liability insurance certificates, for all vendors, supplied 30 days prior to Event. Date submitted _____
❑ Liquor liability insurance supplied 30 days prior to Event. Date submitted _____

POST – EVENT

☐ Inspection by MCPRD and Event representative completed on _____
☐ $500.00 security deposit returned. Claim processed on _____
☐ Event evaluation completed by MCPRD staff _____
☐ Event evaluation completed by Event sponsor _____

Major Event Security Requirements

Rental Facility:_____ **Rental Date:**_____

Name on Reservation:_____ **Phone:**_____

Name of Event: _____

Event Hours (open/close):_____

SECURITY: A uniformed Police Officer with jurisdiction in LaPorte County, Indiana must be on the premises **THE ENTIRE TIME** the Event is open to the public. Private security is not allowed.

The Law Enforcement Officer must remain on duty until the Event has ended. Arrangements, payment, and scheduling are the responsibility of the Licensee.

Contact Michigan City Police Department at 219-874-3221.

I have completely read and understand the above security requirements:

_____ _____

Signature of Officer working Event | Badge Number

_____ _____

Printed name of Officer | Phone Number

_____ _____

Office staff verified employment with MCPD | Date

This form must be completed and returned to the Park Office no later than ten (10) calendar days prior to the rental.

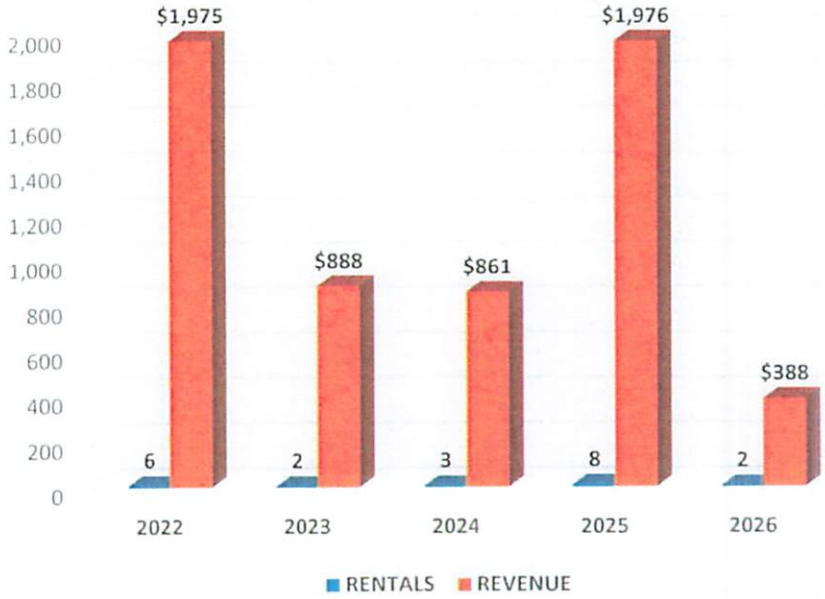
After completing this form, please return to the Park Office located in City Hall, 100 E. Michigan Blvd. / Suite 2, Michigan City, IN 46360.

Phone 219-873-1506 Fax: 219-873-1540

APPENDIX "A" (PREMISES)

INSERT SITE DIAGRAM

NORTH POINTE PAVILION RENTALS



North Pointe Pavilion	2022	2023	2024	2025	2026	Proposed 2027
Lower Patio Half Resident	n/a	n/a	$213	$213	$213	$213
Lower Patio Half Non-Resident	n/a	n/a	$250	$250	$250	$250
Lower Patio Whole Resident	n/a	n/a	$298	$298	$298	$298
Lower Patio Whole Non-Resident	n/a	n/a	$350	$350	$350	$350
Security Deposit	$300	$300	$300	$300	$300	$300

Michigan City Parks and Recreation Department
100 E. Michigan Blvd., Suite 2, Michigan City, IN 46360
Phone (219) 879-1506 www.michigancityin.gov

2027 NORTH POINTE PAVILION RESERVATION AND USE AGREEMENT

*Contract form approved by the Michigan City Park Board*_____

THIS NORTH POINTE PAVILION RESERVATION AND USE AGREEMENT (hereinafter "Agreement"), made and entered into this_____ day of _____, 202__, by and between the Michigan City Parks and Recreation Department ("MCPRD"), 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, and the following:

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 patio of the North Pointe Pavilion (as indicated below) in Washington Park, Michigan City, Indiana only on the date(s) following:

RENTAL DATE:_____TIMES: _____ # OF GUESTS_____

EVENT TYPE: _____ HALF or WHOLE PATIO: _____

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 * * ***

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 #: _____
- ❑ Submitted proof of Non-Profit status. Date:_____
- ❑ Submitted Indiana Department of Homeland Security Event Permit. Date:_____

2. **RENTAL 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 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.
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).
5. **HOURS OF USE:** The facility is available for use from 8 a.m. to 10 p.m. Sunday through Thursday, and 8 a.m. to 11 p.m. on Friday and Saturday. **FOOD AND BEVERAGE SERVICE:** Licensee is permitted to bring in their own food and non-alcoholic beverages. Alcohol cannot be brought into the premises but may be purchased from the onsite Restaurant.
6. **DECORATIONS:** Only freestanding decorations shall be permitted; nothing shall be affixed to the walls, ceiling, windows, doors, etc. Any balloons must be tethered. Use of open flame candles, taper candles, confetti, birdseed, rice, 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. Absolutely no glass permitted in and around any areas of North Pointe Pavilion or anywhere in Washington Park.**
7. **CLEANUP**: Licensee is responsible for cleanup of the facility, placing trash in receptacles 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 MCPRD.
8. **SECURITY:** An active 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. **The Law Enforcement Officer must remain on duty prior to start of event and until everyone at the event has exited North Pointe Pavilion.** Arrangements, payment, and scheduling are the responsibility of the Licensee (Michigan City Police Department can be reached at (219) 874-3221). Law enforcement must be secured at least ten (10) days prior to event date. MCPRD has the right to require additional security if the event warrants. If any additional security is required for an event, it will be at the expense of the event host.

9. **SMOKING:** Smoking, including vapor devices, is prohibited inside the hall and is only permitted outside in the designated smoking area pursuant to Michigan City Common Council Ordinance No. 4792.
10. **BUILDING CAPACITY:** The number of persons attending any function shall not exceed 200 (100 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.
11. **FURNISHINGS:** Licensee is responsible for setting up furniture for their event. MCPRD will provide picnic tables and trash bins.
12. **COMPLIANCE AND INDEMNIFICATION:**
    The Licensee must follow all applicable federal and state laws, all ordinances of the City of Michigan City, and the MCPRD'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, the 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 waives, releases, and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City of Michigan City and MCPRD from any and all claims or demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from this Agreement. Licensee shall indemnify and hold harmless the City of Michigan City and MCPRD for all loss to the City of Michigan City and MCPRD resulting from the negligence of the Licensee or any of its agents, servants, employees, and/or representatives in the performance of this Agreement, which arise or in the future may arise. Licensee agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in the performance of this Agreement, and for those injuries or damages that Licensee, or any of its agents, servants, employees, and/or representatives may cause to any person or property. It is expressly intended that such indemnification and hold harmless obligation shall extend to include attorney fees and any costs incurred by the participation by the City of Michigan City and MCPRD in defending any claim, cause of action, wrongful death causes of action or demands taken by the Licensee.
13. **PAVILION RENTAL CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to MCPRD 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 or emergency declaration.
14. **DISCOUNTS:** Full time employees of the City or the Michigan City Area Schools shall be entitled to a ten percent (10%) discount, one time per calendar year, on any one facility rental (not one rental per facility). Proof of employment (recent pay stub) is required.
15. **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 and approved by the Park Superintendent a minimum of sixty (60) calendar days prior to your event.
16. **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. Outdoor stage equipment shall not be attached or anchored to North Pointe Pavilion.
17. **PERFORMANCE LICENSES:** Licensee shall be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation music, audio, video recordings, art, etc.) that Licensee may use or request to be used at the North Point Pavilion.
18. **RIGHT OF REFUSAL:** Any matters not covered by the provisions of this agreement shall be at the discretion of MCPRD. MCPRD reserves the right to refuse use of this facility.
19. **PARKING:** Discounted parking passes or codes 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. Driving on lawn areas to unload and load is STRICTLY PROHIBITED.

IN WITNESS whereof, MCPRD, by its duly appointed officers 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 affirm under the pains and penalties of perjury that the aforementioned information is true to the best of my knowledge, and that all information submitted with this application, including but not limited to my Certificate of Insurance, is true and accurate. I understand that any false or misleading information, omission, or misrepresentation may result in the denial or revocation of this application and/or the City seeking any additional legal remedies

Signed: _____ Date: _____

PARKING PASSES ($10 each)
Number of parking passes $_____ Date Paid _____ Receipt Number _____

Pass number _____ through pass number _____

Security Requirements
Krueger Memorial Hall, Michigan City Senior Center, North Pointe Pavilion

Rental Facility _____ Rental Date _____

Name on Reservation _____ Phone _____

Event _____ Time _____

Cost _____ Number of Officers Needed _____

SECURITY: A uniformed Michigan City Police Officer, or if unavailable, a Law Enforcement Officer with jurisdiction in LaPorte County, must be on the premises **THE ENTIRE TIME** 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.

Contact Michigan City Police Department at 219-874-3221.

I have completely read and understand the above security requirements:

_____ _____
Signature of Officer working event Badge Number

_____ _____
Printed name of Officer Phone Number

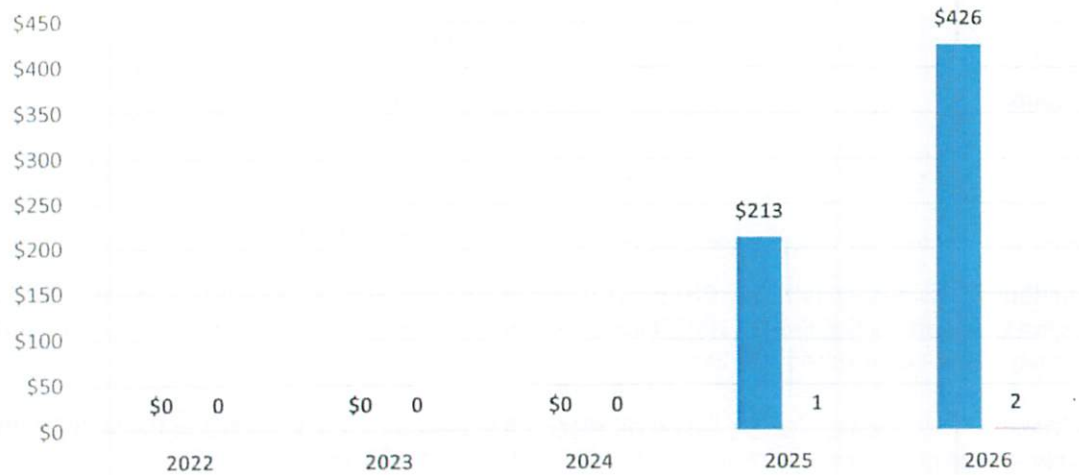
_____ _____
MCPRD office staff verified employment with Department Date

** Please take this form the Michigan City Police Department approximately 2 months prior to the event.

This form must be completely filled out, signed, and submitted to the Park Office at City Hall a minimum of ten (10) calendar days prior to the event. The form may be emailed to amellen@emichigancity.com or delivered to 100 E. Michigan Boulevard, Michigan City, IN 46360.

OASIS SPLASH PARK

PRIVATE PARTIES



Note: The Oasis Splash Park was closed 2020 and 2021 due to the pandemic and in 2022 for repairs

FEES AND HOURS OF OPERATION

Fees	2022	2023	2024	2025	2026	Proposed 2027
Michigan City Resident	free	free	free	free	free	free
Non-Resident	free	free	free	free	free	free
Indiana Resident	free	free	free	free	free	free
Out of State	free	free	free	free	free	free
Private Party	n/a	n/a	n/a	n/a	n/a	n/a
Private Party Resident	closed	$125	$213	$213	$213	$213
Private Party Non-Resident	closed	$125	$250	$250	$250	$250

100 Michigan Blvd., Suite 2
Michigan City, IN 46360
Business (219) 873-1506
Fax (219) 873-1540

OASIS SPLASH PAD 2027 HOURS

Approved by the Michigan City Park Board _____

Oasis Hours of Operation

Daily from Saturday, May 29th ~~23rd~~ through Sunday, August 15th ~~September 7th~~
Fridays, Saturdays and Sundays from August 21st through September 5th
Labor Day, Monday, September 6th
~~Daily from~~ 11 am to 4 pm

The Oasis will be closed if temperatures are below 70 degrees or in the case of inclement weather

ADMISSION IS FREE

Private Parties

Private parties are available at the Splash Pad daily from 4:30 pm to 6:30 pm . We will host private parties beginning June 1st through August 31st, 2026, weather dependent. Private parties must be reserved and paid for two weeks in advance of the rental date. All rules and regulations governing the Oasis Splash Park apply to all events.

- Private Rental Fee Resident $213.00
- Private Rental Fee Non-Resident $250.00
- Parking Permit with Oasis Private Party .....$ 6.00
  - Parents may drive through the park to drop off/pick up their kids at splash park parties at no charge

Michigan City Parks and Recreation Department
100 E. Michigan Blvd. / Suite 2, Michigan City, IN 46360-3293
Phone (219) 873-1506 - www.michigancityin.gov

2027 OASIS SPLASH PARK PRIVATE PARTY LICENSE AGREEMENT

Contract form approved by the Michigan City Park Board _____

Name: _____ Phone: (_____) _____

Address: _____ E-Mail: _____

City, State, Zip: _____

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

RENTAL FEES

Rental Fee $_____ Date Paid _____ Receipt Number _____

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

Private Parties are permitted daily from 4:30 pm to 6:30 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:** The Licensee must follow all applicable federal and state laws, all ordinances of the City of Michigan City, and the MCPRD'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, the 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 waives, releases, and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City of Michigan City ("City") and the Michigan City Parks and Recreation Department ("MCPRD") from any and all claims or demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from this Agreement. Licensee shall indemnify and hold harmless the City and MCPRD for all loss to the City and/ or MCPRD resulting from the negligence of Licensee or any of its agents, servants, employees, and/or representatives in the performance of this Agreement, which arise or in the future may arise. Licensee agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in the performance of this Agreement, and for those injuries or damages that Licensee, or any of its agents, servants, employees, and/or representatives, may cause to any person or property. It is expressly intended that such indemnification and hold harmless obligation shall extend to and include attorney fees and costs incurred by the City and/or the MCPRD in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Licensee.
4. **CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to the MCPRD 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 MCPRD cancels this License Agreement because of weather conditions) or late cancellations. Approval of this License Agreement has been granted with the understanding that the 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 weather conditions, some physical

condition or an emergency declaration as determined by the MCPRD. If you violate any of the terms or conditions of this Agreement, the MCPRD shall have the right to immediately terminate this Agreement without notice or refund, and the 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.

5. **ALCOHOL:** No alcoholic beverages are to be served or consumed at the Splash Park.
6. **DECORATIONS:** Only freestanding decorations shall be permitted; nothing shall be affixed to the walls, ceiling, windows, doors, etc. Any balloons must be tethered. Use of open flame candles, taper candles, confetti, birdseed, rice, 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.**
7. **NO GLASS:** Glass containers of any kind are strictly prohibited.
8. **NO LITTER:** Leave the Splash Park clean, placing all paper and other debris in receptacles furnished at the Splash Park. Do not pour any liquids, solutions, or other substances on grass, trees, or vegetation.
9. **PARKING:** Discounted parking passes or codes are available with your License Agreement through the Park Office
10. **DISCOUNTS:** Full time employees of the City or the Michigan City Area Schools shall be entitled to a ten percent (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).
11. **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 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_____

PARKING PASSES ($6 each)

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. _____

Michigan City Parks and Recreation Department
100 E. Michigan Blvd., Suite 2, Michigan City, Indiana 46360
219.873.1506 https://michigancityin.gov

2027 Washington Park Parking Fees

Adopted by the Michigan City Park Board _____

ANNUAL PERMIT ~~STICKER~~ FEES

- Michigan City, Civil City Resident ..... FREE
- ~~Michigan City, Civil City Resident after July 3rd ..... $ 40~~
- LaPorte County Resident ..... $ 40
- Town of the Pines & Beverly Shore Resident ..... $ 40
- Out of LaPorte County $100
- Out of State $150
- ~~Replacement Sticker ..... $ 40 civil city, all others, cost of original sticker~~

DAILY PARKING FEES

- **MAIN LOT**
  - Monday through Thursday ..... $5 per hour ($25 maximum)
  - Friday through Sunday ..... $~~7~~ $8 per hour ($35 max maximum)
- **NORTH POINTE PAVILION, SENIOR CENTER, FEDDER'S ALLEY LOTS**
  - Monday through Thursday ..... $4 per hour ($20 maximum)
  - Friday through Sunday $ ..... $5 per hour ($25 maximum)
- **ZOO LOT**
  - Monday through Sunday ..... $3 per hour ($15 max)
- Special Events (fireworks, Great Lakes Grand Prix
  - No permit ..... $ 40 per day

MICHIGAN CITY SENIOR CENTER MEMBERS ONLY (Must Show Membership Card)

- Michigan City, Civil City Resident ..... FREE
- All Others (in or out of State) ..... $ 28

DISCOUNTED DAILY PARKING PERMITS

- Permit with shelter or amphitheater rental ..... $ 10
- Permit with beach, bandstand, Millennium, or Oasis private party rental ..... $ 6
- Zoo reservation parking ..... cars pay hourly fee, buses free
- ~~Michigan City Municipal Band Concert 7 pm and after only ..... $4 car, $8 bus~~

PARKING OPERATION DATES & HOURS

Saturdays and Sundays – May 15 & 16, 2027 ..... 8 am to 8 pm
Daily from May 22 through October 31, 2027 ..... 8 am to 8 pm
Special Events (fireworks, Soccer in the Sand, Great Lakes Grand Prix) ..... 6 am to 8 pm

Times may vary due to weather and/or available staff

PERMIT OFFICE DATES & HOURS

North Pointe Pavilion, 6 on the Lake, Washington Park, Michigan City, IN

- Monday – CLOSED
- Tuesday through Friday, May 4 through July 2, 2027 (excluding holidays), 10 am to 6 pm
- Saturdays, May 1 through July 3, 2027, from 10 am to 1 pm

WHAT DO I NEED TO BRING TO GET MY PERMIT?

Please bring your current vehicle registration. If you live outside of the civil city limits, but own property within the civil city limits, please bring your current vehicle registration card and a utility bill or tax bill with the address of the property you own. The name on the vehicle registration must match the name on the tax or utility bill.

100 E. Michigan Blvd. / Suite 2
Michigan City, IN 46360-3293
Phone (219) 873-1506
https://michigancityin.gov

2027 PICNIC TABLE & TRASH BARREL RENTAL FEES

Approved by the Michigan City Park Board _____

Parties wanting additional tables and/or trash barrels moved to parks under the jurisdiction of the Michigan City Park Department must make a reservation at the park office at least 10 days prior to request date. Reservation is subject to availability.

Parties that rent a shelter are entitled to the number of tables and trash barrels assigned to that shelter (see shelter rental fees). Additional tables and trash barrels may be requested at least 10 days prior to rental date. Reservation is subject to availability.

2026 PICNIC TABLE & TRASH BARREL USE POLICY

The following procedure shall be used in requesting the use of picnic tables and trash barrels owned by the Michigan City Parks and Recreation Department:

All tables and trash barrels must be requested through the Park Department Office (219) 873-1506.

Request to use tables shall include:

Number of tables needed _____

Number of trash barrels needed _____

Dates needed _____ number of days tables/barrels will be needed ____

Location of function _____

Function for which tables/barrels will be used _____

Prepayment of $5.00 per table and $5.00 per trash barrel, moved to property under Park Department's jurisdiction, per day is made to the Park Office at least ten (10) days prior to rental date.

- Amount $ _____
- Receipt Number _____

I have read and understand the above picnic table use policy:

Signed:_____ Date:_____

Name_____

Address_____

Phone_____

Email _____

100 E. Michigan Blvd. / Suite 2
Michigan City, IN 46360-3293
Phone (219) 873-1506
https://michigancityin.gov

2027 PROGRAM LICENSE AGREEMENT AND REQUIREMENTS

Approved by the Michigan City Park Board _____

All programs conducted on Michigan City Parks and Recreation Department ("MCPRD") property require Park Board approval. All documentation pertaining to a proposed program shall be submitted to the Park Superintendent and must be approved by the City's insurance agent and Park Board Attorney before any proposed program will be presented to the Park Board for approval.

Organization_____

Contact Name _____ Phone ( ) _____

Address _____ E-Mail _____

City, State, Zip _____

PROGRAM DESCRIPTION

Program Date(s)_____ Time(s) _____

Description of Event_____

What is the participation fee?_____

Exact Location of Event_____

Do you need access to electricity? If so, how much _____

Do you need access to water? If so, how many spigots _____

What is your plan for restroom facilities? _____

What is your plan for advertising? _____

List three references related to your program (not relatives):

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

1. **MINIMUM AGE:** You must be 18 years of age.

2. **LEGAL:** Licensee will comply with all laws of the United States and the State of Indiana, and with all ordinances of the City of Michigan City, in its said use, and will not permit anything to be done on said premises in violation thereof. If you violate any of the terms or conditions of this License Agreement, MCPRD shall have the right to immediately terminate this Agreement without notice, 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.

3. **CANCELLATION:** Approval of this Agreement has been granted with the understanding that MCPRD reserves the right to cancel this Agreement, with or without notice, in the event that the facility becomes unavailable because of some physical condition or an emergency declaration. If you violate any of the terms or conditions of this Agreement, MCPRD shall have the right to immediately terminate this Agreement without notice and 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.

4. **HAZARDS:** No hazardous substances or materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or animals of any type will be brought onto the Premises or used in any way on the Premises or on any Park property.

5. **LITTER:** Licensee shall leave the premises clean, placing all paper and other debris in receptacles furnished throughout the property. Do not pour any solution(s) on grass, trees, or vegetation.

6. **INSURANCE:** Licensee is required to be insured adequately and shall maintain insurance coverage in not less than the amounts set forth below for each occurrence.

   A Certificate of Insurance of the Licensee must be submitted to the Park Office, located in City Hall, 100 E. Michigan Blvd., Suite 2, Michigan City, IN 46360 no later than seven (7) days prior to date of scheduled event (or upon submission of this Program License Agreement). If Licensee fails to submit a Certificate of Insurance within this time frame, said permission is deemed automatically revoked by MCPRD. However, if Licensee submits a Certificate of Insurance within said time frame and the City determines said Certificate of Insurance fails to comply with the insurance requirements herein, the City shall notify Licensee immediately and Requester shall cure said defect immediately and no later than forty-eight (48) hours, must provide MCPRD with an amended Certificate of Insurance complying with the requirements herein. If Licensee fails to cure said defect, said permission is deemed automatically revoked by MCPRD, and Licensee forfeits any payment under this Agreement to MCPRD. If permission is deemed automatically revoked under this section, MCPRD shall notify Licensee in writing of the same.

   A copy of the insurance policy and endorsements must be made available upon request of MCPRD.

   The City shall be named as an Additional Insured on all such insurance policies, except worker's compensation. The insurance provided to the additional insured shall be primary and non-contributory with a waiver of subrogation rights in favor of the City. The Additional Insured shall be listed as follows:

   City of Michigan City, Indiana
   100 E. Michigan Blvd.
   Michigan City, IN 46360

   All insurance policies shall contain a clause of endorsement providing that they may not be cancelled, non-renewed, substituted, or materially amended during the term of this Agreement, except after thirty (30) days prior written notice to City. This cancelation provision must be indicated on the Certificate of Insurance. Acceptance of a Certificate of Insurance that does not comply with this section will not operate as a waiver of Licensee's obligations hereunder.

   The insurance limits stated below are not intended to be an indication of exposure nor are they limitations on indemnification. Licensee shall maintain the following insurance limits:

Commercial General Liability (Occurrence Form)	
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
Workers' Compensation and Employer's Liability	
Workers' Compensation	Indiana Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$500,000 each accident

Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

7. **INDEMNIFICATION:** The Lessee must follow all applicable federal and state laws, 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 waives, releases, and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City of Michigan City and MCPRD from any and all claims or demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from this Agreement. Lessee shall indemnify and hold harmless the City of Michigan City and MCPRD for all loss to the City of Michigan City and MCPRD resulting from the negligence of the Lessee or any of its agents, servants, employees, and/or representatives in the performance of this Agreement, which arise or in the future may arise. Lessee agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in the performance of this Agreement, and for those injuries or damages that Lessee, or any of its agents, servants, employees, and/or representatives may cause to any person or property. It is expressly intended that such indemnification and hold harmless obligation shall extend to include attorney fees and any costs incurred by the participation by the City of Michigan City and MCPRD in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Lessee.

8. The following shall be submitted to the Park Office at least seven (7) days prior to program commencing:

   - Licensee shall submit a fully executed and dated Hold Harmless Agreement (exhibit "A").
   - Licensee shall submit a Waiver and Release of Liability to be signed by all program participants (exhibit "B").
   - Licensee shall submit a Submission of Authorization to Conduct Background Check (exhibit "C").

The undersigned hereby certifies that he or she is a duly authorized representative of Licensee and is authorized to execute this Agreement and has done so as his or her own voluntary act and deed; that he or she has carefully read the Agreement, and that he or she fully understands the terms hereof. I affirm under the pains and penalties of perjury that the aforementioned information is true to the best of my knowledge, and that all information submitted with this application, including but not limited to my Certificate of Insurance, is true and accurate. I understand that any false or misleading information, omission, or misrepresentation may result in the denial or revocation of this application and/or the City seeking any additional legal remedies

Signed_____ Date_____

Approved this _____ day of _____, 202__ by the Michigan City Park Board

_____

Tim Glidden, Park Board President

EXHIBIT "A"

_____ shall hold the Michigan City Parks and Recreation Department ("MCPRD") harmless from, and indemnify MCPRD against any and all claims, demands, and actions based upon or arising out of any activities performed by _____ _____and its employees and agents and individuals participating in the event under the approved request made by _____ and approved by MCPRD on _____.

_____ _____ shall, at the request of MCPRD, defend any and all actions brought against MCPRD based upon any such claims or demands brought about and through the event that _____ is hosting on MCPRD grounds on _____.

_____ hereby agrees to hold harmless, indemnify and otherwise waive all rights of action, now and in the future, that _____ _____ may have against the City of Michigan City in the State of Indiana, including but not limited to the MCPRD, for any cause of action whatsoever which may accrue or any damages_____ may suffer due to the approval made by the Park Board on _____ to allow _____ to host their event at _____(name of park property).

"I, the undersigned hereby acknowledge and agree that all participants shall sign the attached release of liability."

Dated: _____

Signature:_____

EXHIBIT "B"

WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The Undersigned, _____(PRINT PARTICIPANT'S NAME) (hereinafter referred to as "the Undersigned"), in consideration of Undersigned's participation in this event, including without limitation, the right to participate in the _____ activities, events, and functions related thereto (hereinafter referred to as "EVENT NAME"), hereby executes this WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("Agreement") in favor of the City of Michigan City, Indiana and the Michigan City Parks and Recreation Department, their affiliates, parent and subsidiary organizations, operating divisions, principals, agents, servants, employees, related companies and entities (hereinafter collectively referred to as "Sponsors").

1. Undersigned desires to participate in _____. By signing below, the Undersigned acknowledges and agrees to the following:

   - I have been informed that I should obtain a physician's examination and approval prior to beginning this program;
   - I certify that I have no medical or physical conditions that could interfere with my safety or the safety of anyone else;
   - Although reasonable efforts to minimize damage and avoid injuries will be made, injuries may occur from this program;
   - I am aware the Sponsors do not provide health and accident coverage for me and it is my responsibility to pay any medical bills from injuries sustained while participating in the "_____ _____."
   - I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event; and
   - I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the Sponsors, Sponsor's organizations and assigns.

The Undersigned, having acknowledged awareness of the risks of injury, hereby expressly acknowledges and warrants to the Sponsors that the Undersigned will take all precautions necessary to protect the Undersigned against such risks, and that such risks shall be the sole responsibility of the Undersigned.

2. The Undersigned hereby waives, releases and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, Sponsors from any and all claims or demands therefore on account of injury, loss, or damage to person or property, wrongful death actions, future claims, demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from the Undersigned's participation in "_____ _____", which arise or in the future may arise. The Undersigned expressly agrees to indemnify and hold the Sponsors harmless from any and all claims or demands therefore on account of injury, loss, or damage to person or property, wrongful death actions, future claims, demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind by the Undersigned, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, on account of, growing out of, or which may result from the participation in "_____", which arise or in the future may arise. It is expressly intended that such indemnification and hold harmless obligation shall extend to and include attorney fees and

costs incurred by the participation in Sponsors in defending any claim, causes of action, wrongful death causes of action, or demands taken by the Undersigned. This release shall apply to any "_____ _____" I attend now or in the future.

3. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana. Should any portion of this Agreement be judicially determined invalid, voidable or unenforceable, for any reason, such portion of this Agreement shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Agreement.

The Undersigned declares that s/he is over the age of eighteen (18) years, of sound mind, and has carefully read this Agreement and understands and consents to the terms herein. The Undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the Undersigned, and that the terms of this Agreement are contractual and not a mere recital.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT

Signature _____ Date _____
Print Name _____
Emergency Contact Name _____
Emergency Contact Phone Number _____

IF UNDER 18 YEARS OLD, PARENT OR GUARDIAN MUST ALSO SIGN BELOW.

PARENT/GUARDIAN WAIVER FOR MINORS (IF UNDER 18 YEARS OLD)

The Undersigned, parent and natural guardian, does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all Sponsors referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon Sponsors due to any defect in or lack of such capacity to so act and release said Sponsors on behalf of the minor child and the parents or legal guardian. **I understand that the foregoing Agreement shall apply to my child.** I hereby give permission for my child to participate in the "_____", with the understanding that every reasonable effort will be made to plan for safe participation in this event.

Print Participant's Name _____ Participant's Age_____

Print Name of Parent or Guardian _____

Signature of Parent or Guardian _____ Date _____

Emergency Contact Name _____

Emergency Contact Phone Number _____

EXHIBIT "C"

MICHIGAN CITY, INDIANA

AUTHORIZATION TO CONDUCT BACKGROUND CHECK

I, _____ hereby authorize the City of Michigan City,
(printed name)
Indiana and its designated representatives to conduct a comprehensive background review of all statements contained in my program license agreement application including, but not limited to employment history, education, driving record, criminal background, and any other information presented in my program license agreement application.

I also authorize any person, school, current or past employer, or organization to provide relevant information that may be useful. I release such persons and organizations from any form of liability for releasing information relevant to conducting a comprehensive background review.

I understand I may be required to provide documents including, but not limited to a driver's license.

Signature: _____ Date: _____

Print Full Name: _____

Social Security Number: _____

Date of Birth: _____

Driver's License Number/State: _____

Address: _____

100 E. Michigan Blvd. / Suite 2
Michigan City, IN 46360-3293
Phone (219) 873-1506
www.emichigancity.com

_____ PROJECT

BID DOCUMENTS

1. Notice to Bidders
2. Bid Form
3. Instructions, Project Scope and Specifications
4. State Form 96
    a. PART I; Bid Information and Certification of Use of United States Steel Products
    b. SECTION II; Plan and Equipment Questionnaire
    c. SECTION III; Contractor's Financial Statement
    d. SECTION IV; Contractor's Non-Collusion Affidavit
    e. SECTION V; Oath and Affirmation
5. Local Hiring / Equal Opportunity Program and Certification of All Applicable Laws
6. PROJECT Agreement between Park Board and Contractor

NOTICE TO BIDDERS

Notice is hereby given that the City of Michigan City, Indiana, acting by and through the Parks and Recreation Department ("Parks Department") as the designated purchasing agent pursuant to Michigan City Code §2-344, will receive sealed bids for:

_____ Project

The scope of work consists of _____. The plans, specifications and contract documents may be obtained from the Michigan City Parks Department, 100 East Michigan Blvd., Suite 2, Michigan City, IN 46360.

There will be a **mandatory pre-bid meeting on _____, _____, 20__ at __ pm CST** in the Emergency Operation Center on the lower level of City Hall, 100 E. Michigan Blvd., Michigan City, IN 46360.

Bids shall be submitted to the _____ of the Park Department, 100 East Michigan Blvd., Suite 2, Michigan City, Indiana 46360 **by 5:00 pm CST, on Wednesday, _____ __, 20__**, the date and time of the opening of the bids by the Parks Department at the public Park Board meeting.

In accordance with Section 2-345 of the Michigan City Municipal Code (Responsible Bidding Practice and Submission Requirements on Public Works Projects), all bidders for public works projects estimated at $300,000 or more must satisfy all mandatory responsibility criteria set forth therein.

Responsible Bidder documents shall be submitted to the Superintendent of the Park Department, 100 E. Michigan Blvd., Suite 2, Michigan City, Indiana 46360 by _____, _____, 20_____ at _____ p.m. CST.

All submitted bids shall contain an Indiana Form 96 including, without limitation, financial statement, non-collusion affidavit and certification of non-segregated facilities of the bidder. In accordance with I.C. 36-1-12-4.5, each bid in excess of Two Hundred Thousand and No/100 Dollars ($200,000.00) shall be submitted with a certified check or bidder's bond in an amount of not less than Ten Percent (10%) of the bid amount as a guarantee that the bidder will perform the terms of the bid if it is accepted by the Parks Department. In accordance with I.C. 36-1-12-13.1, in the event that the successful bid exceeds the sum of Two Hundred Thousand and No/100 Dollars ($200,000.00), the successful bidder will be required to submit a payment bond.

In accordance with Michigan City Ordinance No. 4351, each bidder shall be required to comply with the Michigan City Equal Opportunity Program in order for the Parks Department to consider its bid. Each bidder must submit a written affirmative action program with a bid, which program shall include specific goals and timetables for the employment and training of minorities and of lower income residents of the project area. Each bidder must ensure that all employees and

applicants for employment are not discriminated against because of race, creed, color, sex, handicap or national origin. Each bidder must submit an Affidavit of E-Verify Compliance and Certification of Non-Investment in Iran.

If the successful bid exceeds the sum of One Hundred Fifty Thousand and NO/100 Dollars ($150,000.00), the successful bidder will be required to comply with Michigan City Hiring Ordinance No. 4317.

The Parks Department reserves the right to waive any formality, informality, or irregularity in any bid or proposal received, and also reserves the right to reject any and all bids and proposals and to re-advertise for bids or proposals.

Issued by Order of the Parks Department of the City of Michigan City, Indiana on _____ __, 20__.

City of Michigan City, Indiana, acting by and through the Michigan City Parks and Recreation Board of the City of Michigan City, Indiana

_____

By: Tim Glidden, Park Board President

BID FORM

_____ Project

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

PERSON EXECUTING CONTRACT: _____

TITLE: _____

Bidders note: Show bid amount in both words and figures. In case of discrepancy, amount shown in words shall govern.

1. **BASE BID** _____ DOLLARS and ___/CENTS

   $_____

   Number of days to complete _____

SIGNATURE OF BIDDER: _____

PRINTED NAME OF BIDDER: _____

TITLE: _____

DATE: _____

INSTRUCTIONS, PROJECT SCOPE & SPECIFICATIONS
_____ PROJECT

Introduction
The intent of this Notice to Bidders (BID) is to establish the general specifications for the _____ Project located in Washington Park, Michigan City, Indiana. The BID submitted shall incorporate all items listed in the Instructions and Specifications.

1. **INSTRUCTION FOR BIDDERS**

A. Bidder MUST attend the mandatory pre-bid meeting _____ at __ CST in the Emergency Operation Center on the lower level of City Hall, 100 E. Michigan Blvd., Michigan City, IN 46360.

B. A BID must be submitted in a **SEALED ENVELOPE** addressed to the Michigan City Park Board (hereinafter referred to as "Board") with the return address of the Bidder shown. BID must be clearly marked "**_____ PROJECT**" on the outside of the envelope.

C. All sealed BIDS should be delivered to the Secretary of the Michigan City Parks Department, 100 East Michigan Boulevard, Suite 2, Michigan City, Indiana on or before **5 pm CST on Wednesday, _____ __, 20__** or to the Board during its regular meeting scheduled to begin at **5 pm CST on Wednesday, _____ __, 20__** in the Council Chambers at City Hall, 100 E. Michigan Boulevard, Michigan City, Indiana when the Board's presiding official calls the agenda item for receiving and opening of BIDS for the Project. Any BID received after the presiding official declares the time for submitting BIDS closed will not be considered.

D. In accordance with IC 36-1-12-4.5, each bid in excess of Two Hundred Thousand and No/100 Dollars ($200,000.00) shall be submitted with a certified check or bidder's bond in an amount of not less than ten percent (10%) of the bid amount as a guarantee that the bidder will perform the terms of the bid if it is accepted by the Parks Department. If required, submit a Bid Bond, signed by both the surety and the Bidder, or Cashier's Check in an amount equal to ten percent (10%) of the total BID. The bond or certified check must be made payable to "The Michigan City Parks Department."
   - The surety or Cashier's Check of the successful BIDDER will be retained by the Board until seven (7) days after the winning BIDDER provides the Board with a duly executed contract and required forms and attachments, including, the Performance Bond if required, Payment Bond if required, and Certificate of Liability Insurance.
   - The surety or Cashier's Check of the unsuccessful BIDDER(s) will be returned upon the Board making an award for the Project and the successful Bidder's timely submission of proof of insurance, performance bond and payment bond.

E. Each BIDDER must sign and submit the following BID DOCUMENTS in your sealed BID:
   - Bid Bond
   - State Form No. 96
   - Bid Form

- Responsible Bidder Affidavit of Compliance (Pursuant to Michigan City Code Sect. 2-345).
- List of references for similar projects within the past three (3) years
- The following documents from the EEO Packet from Human Rights Director entitled "Local Hiring/Equal Employment Opportunity Program and Certification of Applicable Laws:"
  1. Equal Employment Opportunity Clause to be Included in Public Contract
  2. Notice of Non-Discrimination in Employment
  3. Certification of Non-Segregated Facilities
  4. Certification of Compliance with Applicable Laws
  5. E-Verify Affidavit
  6. Non-Investment in Iran Certification
  7. Non-Collusion Affidavit
  8. Affirmative Action and Equal Employment Opportunity Policy Statement
  9. Michigan City Local Hiring Agreement

F. Each BIDDER must comply with the requirements in Section 2-345 of the Michigan City Municipal Code commonly known as the "Responsible Bidding Practice and Submission Requirements on Public Works Projects" for all project estimates to be at least Three Hundred Thousand Dollars ($300,000.00) or more.

G. Please read and follow the Notice to Bidders, as well as all specifications and all bid documents, including the Contract, when completing the BID. Should you have any questions regarding specifications, please contact _____ (219) 873-1506 or _____@emichigancity.com.

H. The issuance of this Notice to Bidders does not create any obligation on the part of the City to enter into any contract or undertake any financial obligations with respect to the project described herein.

I. No Bidder may withdraw any bid within a period of sixty (60) days following the date set for receiving bids. The Michigan City Park Board reserves the right to hold any or all bids for a period of not more than sixty (60) days and said bids shall remain in full force and effect during said period. The Michigan City Park Board reserves the right to reject and/or cancel any and all bids, solicitations and/or offers in whole or in part as specified in the bid documents, and to waive any nonconformity, whenever such actions are in the best interest, as determined solely by the Board.

J. The successful quoter shall secure, and/or execute the following within seven (7) days from the date of Notice of Award of said Contract:

- **Proof of Insurance**: As defined in Article 9 of the attached 'Agreement Between Owner and Contractor'. Failure to comply with the exact insurance limits and terms associated with said insurance, within the time limits set forth herein, will result in the termination of any award of said contract.
- **Performance Bond:** A performance bond, if required, with good and sufficient surety shall be required of the successful Bidder in an amount equal to one

hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Agreement. The cost of said bond shall be borne by the Bidder.

- **Payment Bond**: The Contractor shall provide a Payment Bond, if required, to the City, approved by the City and for the benefit of the City, in an amount equal to one hundred percent (100%) of the Contract Price. The Payment Bond is binding on the Bidder, its subcontractors and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The cost of said bond shall be borne by the Bidder.
- **Construction Agreement for _____ Project**

The successful Bidder must submit the aforementioned documentation to the _____, 100 East Michigan Boulevard, Suite 2, Michigan City, Indiana, within seven (7) days from the date of notice of award of said contract.

If the successful Bidder fails to timely submit said proof of insurance, performance bond, and payment bond or fails to otherwise comply with the terms contained herein, the Board may cancel the Contract, and award Contract to the next lowest responsible and responsive Bidder.

Work shall not commence under this contract until Counsel for the Michigan City Park Board has reviewed and approved the documents required to be submitted herein.

K. Bidding on this contract shall be limited to individuals, partnerships, and corporations actively engaged in the field of construction. All Bidders must have in their possession or available to them by formal agreement at the time of bidding, personnel, trucks, devices, tools, and other equipment and supplies necessary to perform the work outlined in the scope of work details.

L. The BID will be for all work as shown in Drawings and Scope of Work, outlined herein.

M. All Bidders must examine the Drawings, read the Scope of Work and visit the project site to fully investigate the nature and extent of the work required. Bidders are responsible for becoming familiar with the location and access to the site, availability of utilities, condition of the site, and any existing construction and governing regulatory agencies and permitting processes.

N. Bidders must be licensed through the City of Michigan City per Michigan City Municipal Code.

2. SCOPE OF WORK

Attached as Exhibit "A"

EXHIBIT "A"

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I
(To be completed for all bids. Please type or print)

Date *(month, day, year)*:_____

1. Governmental Unit (Owner):_____
2. County :_____
3. Bidder (Firm):_____

   Address:_____

   City/State/ZIPcode:_____
4. Telephone Number:_____
5. Agent of Bidder *(if applicable)*:_____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ $_____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II

(For projects of $150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date *(month, day, year):* _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

_____
(Name of Organization)

By_____

_____
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF_____)

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public

My Commission Expires:_____

County of Residence:_____

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

_____
(Contractor)

_____
(Address)

FOR

PUBLIC WORKS PROJECTS

OF

_____

_____

_____

Filed _____, _____

Action taken _____

ATTACH/INSERT

LOCAL HIRING / EQUAL OPPORTUNITY PROGRAM AND CERTIFICATION OF ALL APPLICABLE LAWS

ETC.

(See attachments to Wings of Wonder documentation

■ Note that something is wrong with the Wings of Wonder scanned documents/attachments. The online version has pages of the affidavit missing and other cut offs, etc.)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR ("Agreement") is dated as of _____, 202_ by and between the CITY OF MICHIGAN CITY, INDIANA DEPARTMENT OF PARKS AND RECREATION DEPARTMENT, 100 E. Michigan Blvd, Michigan City, IN 46360 ("OWNER") and _____, address, city, state, zip ("CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – THE WORK

CONTRACTOR shall complete all work ("Work") necessary to complete the Project (as hereinafter defined) as specified or indicated in the Contract Documents (as hereinafter defined).

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents is generally described as follows:

[*Description of services to be performed*]

ARTICLE 3 - TERM

The term of the agreement shall be from _____, 202__ through _____, 202_ provided that the Park Department shall have an annual option to renew at the amount specified in the quote dated _____, 202_ for the same period of time for the years _____ and _____. The Park Department shall exercise the option to renew on or before December 31st of each applicable year.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents for a guaranteed maximum price in an amount not to exceed _____/100 DOLLARS per month ($_____) ("Contract Price"), unless additional service is requested by the Park Department.

ARTICLE 5 - PAYMENT PROCEDURES (Submittal and Processing of Payments)

CONTRACTOR shall submit Applications for Payment to OWNER no more than twice per calendar month.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS AND COVENANTS

6.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the plans and specifications for the Work.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied with the Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws, ordinances, orders, permits, rules and regulations ("Laws") applicable to the Work.

D. CONTRACTOR has carefully studied the Site and all of the physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.

E. CONTRACTOR has carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions regarding the Project which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR. CONTRACTOR is solely responsible for the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR shall give OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents within twenty-four (24) hours after discovery, and shall accept the written resolution thereof by OWNER, provided such resolution does not increase the cost of the Work.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.02 CONTRACTOR shall review, approve and submit to the OWNER for approval Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents prior to the commencement of the Work. The Work shall be in accordance with the approved submittals and the Contract Documents. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the OWNER shall be entitled to rely upon the accuracy and completeness of such certifications. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

6.03 CONTRACTOR warrants to the OWNER that the materials and equipment furnished under the Contract Documents will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the

requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

ARTICLE 7 - CONTRACT DOCUMENTS

A. The Contract Documents consist of the following:

1. CONTRACTOR'S quote dated _____, 202_.

2. The Plans and Specifications and Addendums.

B. The Contract Documents may only be amended, modified, or supplemented as in writing signed by both parties.

ARTICLE 8 - ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not assign, transfer this Agreement nor assign any moneys due or to become due hereunder, except with the prior written consent of the OWNER. Any assignment of this Agreement consented to by the OWNER shall not operate to relieve the CONTRACTOR of primary responsibility to the OWNER for all acts and omissions of CONTRACTOR'S SUBCONTRACTORS and assignees.

ARTICLE 9 – INSURANCE

City of Michigan City contractors (including all subcontractors) are required to be insured adequately to support the terms of the contract. The contractor(s) shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Indiana and has an A.M. Best rating of A-:VII or better. A Certificate of Insurance of the contractor's insurance coverage indicating these amounts must be submitted prior the start of the contract. Also, A copy of the insurance policy and endorsements must be made available upon request of the City of Michigan City.

Commercial General Liability (Occurrence Form)

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

- City of Michigan City as Additional Insured for Ongoing Operations and Products/Completed Operations (CG2010 07/04 & CG2037 07/04 or equivalent)
- Primary and Non-Contributory
- Waiver of Subrogation in favor of the City of Michigan City
- 30 day notice of cancellation

Worker's Compensation and Employer's Liability

Workers' Compensation	Indiana Statutory Limits
Employer's Liability	

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

- Waiver of Subrogation in favor of the City of Michigan City
- 30 day notice of cancellation

Automobile Liability

Combined Single Limit $1,000,000 each accident

- City of Michigan City Additional Insured
- Waive of Subrogation in favor of the City of Michigan City
- 30-day notice of cancellation

Umbrella Liability

Aggregate	$4,000,000
Each Occurrence	$4,000,000

- Umbrella Liability is to be excess over the General Liability, Employer's Liability, and Automobile Liability
- City of Michigan City as Additional Insured
- Waiver of Subrogation in favor of the City of Michigan City
- 30 day notice of cancellation

Additional Insured should be listed as follows:
City of Michigan City
100 E. Michigan Blvd.
Michigan City, IN 46360

Builder's Risk Insurance

☐Owner shall provide Builder's Risk Insurance.

☐Contractor shall provide Builder's Risk Insurance.

☐Builder's Risk Insurance is not required for this Project.

The party designated above shall procure and maintain Builder's Risk Insurance on an "all-risk" completed value basis for the full replacement cost of the Work, including approved Change Orders. Such coverage shall:

- Cover the Work, materials, supplies, and equipment intended to become part of the Project.
- Include coverage for materials while stored on-site, off-site, and in transit, as applicable.
- Insure against direct physical loss or damage from causes customarily covered under a Builder's Risk policy.

- Name the Owner, Contractor, and such other parties as required by the Contract Documents, as their interests may appear.
- Include a waiver of subrogation among insured parties to the extent permitted by law.
- Remain in effect until final completion of the Work, unless otherwise specified in the Contract Documents.
- If the Owner is designated to provide Builder's Risk Insurance, the Contractor shall comply with all policy conditions and shall cooperate in the adjustment of any covered loss.
- If the Contractor is designated to provide Builder's Risk Insurance, evidence of coverage shall be furnished to the Owner prior to commencement of the Work.
- The insurance furnished by the Owner is not intended and will not cover personnel, tools, equipment, products, supplies, and materials of the Contractor. The Contractor shall bear the entire risk of loss with respect to the personnel, tools, equipment, products, supplies, materials, whether rented, leased, or belong to it. The Contractor shall make its own arrangements for any insurance it may require on the personnel, tools, equipment, products, supplies, and materials of the Contractor.
- Maximum Deductible: $5,000 (Five Thousand Dollars). Deductible Responsibility: Unless otherwise provided in the Contract Documents, the deductible under any Builder's Risk policy shall be paid by the party procuring the insurance. However, to the extent a covered loss is caused by the negligent acts or omissions of the Contractor, its Subcontractors, or anyone for whom they are legally responsible, the Contractor shall reimburse the Owner or insurer for the amount of the deductible attributable to such loss.

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article. In claims against any person or entity indemnified under this Article by an employee of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 11 – TERMINATION

OWNER may terminate this Agreement if the CONTRACTOR, within five (5) business days after written notice from OWNER (i) refuses or fails to supply enough properly skilled workers or proper materials; (ii) fails to make payment to subcontractors for material or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors; (iii) is in violation of Laws; or (iv) otherwise is guilty of a default or breach of a provision of this Agreement or any of the Contract Documents.

When any of the above reasons exist, the OWNER may, without prejudice to any other rights or remedies of the OWNER, terminate the employment of the CONTRACTOR and pursue all remedies at law or in equity against CONTRACTOR. If the cost of finishing the Work and any other damages incurred by the Owner exceed the unpaid balance, the CONTRACTOR shall pay such amount to the Owner within five (5) business days after written notice from OWNER of the amount of damages, which obligation shall survive the termination of this Agreement.

ARTICLE 12 - MISCELLANEOUS

12.01 Pursuant to I.C. 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program, operated and maintained by the Department of Homeland Security and Social Security Administration. Nevertheless, CONTRACTOR shall not be required to verify the work eligibility status of all newly hired employees through the E-Verify program, if the E-Verify program ceases to exist. CONTRACTOR shall execute and deliver to OWNER an Affidavit of E-Verify Compliance. Contractor has a written plan for employee drug testing program in compliance with I.C. 4-13-18 *et seq*. for public works projects of $150,000.00 or more.

12.02 CONTRACTOR shall use best efforts to use Michigan City manufactured products wherever applicable.

12.03 Prior to the commencement of the Work, CONTRACTOR shall submit a list of all subcontractors, laborers, material suppliers and those performing services in connection with the Work. CONTRACTOR shall pay subcontractors, laborers, material suppliers and those performing services in connection with the Work in accordance with separate agreements with such parties. In the event that OWNER has reason to believe that a subcontractor, laborer, material supplier or those performing services in connection with the Work is not being paid for completed Work, OWNER shall have the right to withhold such amount from the Contract Price and make such payments directly to a subcontractor, laborer, material supplier or those performing services in connection with the Work.

12.04 CONTRACTOR agrees:

(i) That in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates.

(ii) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate

against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry.

(iii) That there may be deducted from the amount payable to the CONTRACTOR by OWNER under this Agreement, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

(iv) That this Agreement may be cancelled or terminated by OWNER, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of I.C. 5-16-6-1.

12.05 OWNER and CONTRACTOR each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.06 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.07 In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation, including, without limitation, attorneys' fees and expenses.

12.08 All notices under this Agreement shall be in writing and shall be sufficient in all respects if given in writing, addressed and delivered or mailed postage prepaid certified mail return receipt requested to the addresses listed in the first paragraph of this Agreement. Notices shall be deemed delivered on the date of receipt or refusal of receipt thereof.

12.09 This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

OWNER	CONTRACTOR
CITY OF MICHIGAN CITY, INDIANA,	
DEPARTMENT OF PARKS AND RECREATION	
By: _____	By: _____
Tim Glidden, Park Board President	
Date: _____	Date: _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract form approved by the Michigan City Park Board _____

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR ("Agreement") is dated as of _____, 202_ by and between the CITY OF MICHIGAN CITY, INDIANA, acting by and through the MICHIGAN CITY PARKS AND RECREATION DEPARTMENT, 100 E. Michigan Blvd, Michigan City, IN 46360, as the designated purchasing agency pursuant to Michigan City Code Sect. 2-344 ("OWNER") and _____, address, city, state, zip ("CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – THE WORK

CONTRACTOR shall complete all work ("Work") necessary to complete the Project (as hereinafter defined) as specified or indicated in the Contract Documents (as hereinafter defined).

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents is generally described as follows:

[*Description of services to be performed*]

ARTICLE 3 - TERM

The term of the agreement will be from _____, 202__ through _____, 202_.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents for a guaranteed maximum price in an amount not to exceed _____/100 DOLLARS ($_____) ("Contract Price"), unless additional service is requested by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

Submittal and Processing of Payments

CONTRACTOR shall submit Applications for Payment to OWNER no more than twice per calendar month.

All progress payments, claims, statutory retainage, and any authorized advance disbursements shall be processed and administered in accordance with I.C. 36-1-12, I.C. 5-11-10-1.6, and Michigan City Code Sect. 2-344. All payment applications are subject to site inspection, claim docketing, and formal authorization by the OWNER.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS AND COVENANTS

6.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the plans and specifications for the Work.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied with the Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws, ordinances, orders, permits, rules and regulations ("Laws") applicable to the Work.

D. CONTRACTOR has carefully studied the Site and all of the physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.

E. CONTRACTOR has carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions regarding the Project which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR. CONTRACTOR is solely responsible for the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR shall give OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents within twenty-four (24) hours after discovery, and shall accept the written resolution thereof by OWNER, provided such resolution does not increase the cost of the Work.

I. CONTRACTOR represents, warrants, and covenants that it satisfies all responsible bidding criteria set forth in Michigan City Code Sect. 2-345. CONTRACTOR shall maintain continuous compliance with all workforce safety, employee classification (W-2), drug-testing, and apprenticeships requirements throughout the duration of the Project. Failure to maintain compliance shall constatitute a material breach of this Agreement.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.02 CONTRACTOR shall review, approve and submit to the OWNER for approval Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents prior to the commencement of the Work. The Work shall be in accordance with the approved submittals and the Contract Documents. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the OWNER shall be entitled to rely upon the accuracy and completeness of such certifications. Shop Drawings, Product Data, Samples and similar

submittals are not Contract Documents.

6.03 CONTRACTOR warrants to the OWNER that the materials and equipment furnished under the Contract Documents will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

ARTICLE 7 - CONTRACT DOCUMENTS

A. The Contract Documents consist of the following:

1. CONTRACTOR'S quote dated _____, 202_.
2. The Plans and Specifications and Addendums.

B. The Contract Documents may only be amended, modified, or supplemented in writing signed by both parties.

ARTICLE 8 - ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not assign, transfer this Agreement nor assign any moneys due or to become due hereunder, except with the prior written consent of the OWNER. Any assignment of this Agreement consented to by the OWNER shall not operate to relieve the CONTRACTOR of primary responsibility to the OWNER for all acts and omissions of CONTRACTOR'S SUBCONTRACTORS and assignees.

ARTICLE 9 – INSURANCE

City of Michigan City contractors (including all subcontractors) are required to be insured adequately to support the terms of the contract. The contractor(s) shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Indiana and has an A.M. Best rating of A-:VII or better. A Certificate of Insurance of the contractor's insurance coverage indicating these amounts must be submitted prior the start of the contract. Also, A copy of the insurance policy and endorsements must be made available upon request of the City of Michigan City.

Commercial General Liability (Occurrence Form)

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

- City of Michigan City as Additional Insured for Ongoing Operations and Products/Completed Operations (CG2010 07/04 & CG2037 07/04 or equivalent)
- Primary and Non-Contributory
- Waiver of Subrogation in favor of the City of Michigan City
- 30 day notice of cancellation

Worker's Compensation and Employer's Liability

Workers' Compensation	Indiana Statutory Limits

Employer's Liability

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

- Waiver of Subrogation in favor of the City of Michigan City
- 30 day notice of cancellation

Automobile Liability

Combined Single Limit	$1,000,000 each accident

- City of Michigan City Additional Insured
- Waiver of Subrogation in favor of the City of Michigan City
- 30 day notice of cancellation

Umbrella Liability

Aggregate	$4,000,000
Each Occurrence	$4,000,000

- Umbrella Liability is to be excess over the General Liability, Employer's Liability, and Automobile Liability
- City of Michigan City as Additional Insured
- Waiver of Subrogation in favor of the City of Michigan City
- 30 day notice of cancellation

Additional Insured should be listed as follows:

City of Michigan City
100 E. Michigan Blvd.
Michigan City, IN 46360

Builder's Risk Insurance

☐Owner shall provide Builder's Risk Insurance.
☐Contractor shall provide Builder's Risk Insurance.
☐Builder's Risk Insurance is not required for this Project.

The party designated above shall procure and maintain Builder's Risk Insurance on an "all-risk" completed value basis for the full replacement cost of the Work, including approved Change Orders. Such coverage shall:

- Cover the Work, materials, supplies, and equipment intended to become part of the Project.
- Include coverage for materials while stored on-site, off-site, and in transit, as applicable.
- Insure against direct physical loss or damage from causes customarily covered under a Builder's Risk policy.
- Name the Owner, Contractor, and such other parties as required by the Contract Documents, as their interests may appear.

- Include a waiver of subrogation among insured parties to the extent permitted by law.
- Remain in effect until final completion of the Work, unless otherwise specified in the Contract Documents.
- If the Owner is designated to provide Builder's Risk Insurance, the Contractor shall comply with all policy conditions and shall cooperate in the adjustment of any covered loss.
- If the Contractor is designated to provide Builder's Risk Insurance, evidence of coverage shall be furnished to the Owner prior to commencement of the Work.
- The insurance furnished by the Owner is not intended and will not cover personnel, tools, equipment, products, supplies, and materials of the Contractor. The Contractor shall bear the entire risk of loss with respect to the personnel, tools, equipment, products, supplies, materials, whether rented, leased, or belong to it. The Contractor shall make its own arrangements for any insurance it may require on the personnel, tools, equipment, products, supplies, and materials of the Contractor.
- Maximum Deductible: $5,000 (Five Thousand Dollars). Deductible Responsibility: Unless otherwise provided in the Contract Documents, the deductible under any Builder's Risk policy shall be paid by the party procuring the insurance. However, to the extent a covered loss is caused by the negligent acts or omissions of the Contractor, its Subcontractors, or anyone for whom they are legally responsible, the Contractor shall reimburse the Owner or insurer for the amount of the deductible attributable to such loss.

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article. In claims against any person or entity indemnified under this Article by an employee of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 11 – TERMINATION

OWNER may terminate this Agreement if the CONTRACTOR, within five (5) business days after written notice from OWNER (i) refuses or fails to supply enough properly skilled workers or proper materials; (ii) fails to make payment to subcontractors for material or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors; (iii) is in violation of Laws; or (iv) otherwise is guilty of a default or breach of a provision of this Agreement or any of the Contract Documents. When any of the above reasons exist, the OWNER may, without prejudice to any other

rights or remedies of the OWNER, terminate the employment of the CONTRACTOR and pursue all remedies at law or in equity against CONTRACTOR. If the cost of finishing the Work and any other damages incurred by the Owner exceed the unpaid balance, the CONTRACTOR shall pay such amount to the Owner within five (5) business days after written notice from OWNER of the amount of damages, which obligation shall survive the termination of this Agreement.

ARTICLE 12 - MISCELLANEOUS

12.01 Pursuant to I.C. 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program, operated and maintained by the Department of Homeland Security and Social Security Administration. Nevertheless, CONTRACTOR shall not be required to verify the work eligibility status of all newly hired employees through the E-Verify program, if the E-Verify program ceases to exist. CONTRACTOR shall execute and deliver to OWNER an Affidavit of E-Verify Compliance. Contractor has a written plan for employee drug testing program in compliance with I.C. 4-13-18 et seq. for public works projects of $150,000.00 or more.

12.02 CONTRACTOR shall use best efforts to use Michigan City manufactured products wherever applicable.

12.03 Prior to the commencement of the Work, CONTRACTOR shall submit a list of all subcontractors, laborers, material suppliers and those performing services in connection with the Work. CONTRACTOR shall pay subcontractors, laborers, material suppliers and those performing services in connection with the Work in accordance with separate agreements with such parties. In the event that OWNER has reason to believe that a subcontractor, laborer, material supplier or those performing services in connection with the Work is not being paid for completed Work, OWNER shall have the right to withhold such amount from the Contract Price and make such payments directly to a subcontractor, laborer, material supplier or those performing services in connection with the Work.

12.04 CONTRACTOR agrees:

(i) That in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates.

(ii) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry.

(iii) That CONTRACTOR shall bind every subcontractor to the responsible bidding and qualifications standards set for in Michigan City Code Sect. 2-345. Upon request by the Owner, CONTRACTOR shall provide verified compliance documentation for all lower-tier subcontractors performing work on the site.

(iii) That there may be deducted from the amount payable to the CONTRACTOR by OWNER under this Agreement, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions

of this Agreement; and

(iv) That this Agreement may be cancelled or terminated by OWNER, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of I.C. 5-16-6-1.

12.05 OWNER and CONTRACTOR each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.06 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.07 In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation, including, without limitation, attorneys' fees and expenses.

12.08 All notices under this Agreement shall be in writing and shall be sufficient in all respects if given in writing, addressed and delivered or mailed postage prepaid certified mail, return receipt requested to the addresses listed in the first paragraph of this Agreement. Notices shall be deemed delivered on the date of receipt or refusal of receipt thereof.

12.09 This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

OWNER
CITY OF MICHIGAN CITY, INDIANA,
DEPARTMENT OF PARKS AND RECREATION

By: _____ Date: _____
Tim Glidden, Park Board President

I affirm under the pains and penalties of perjury that the aforementioned information is true to the best of my knowledge, and that all information submitted with this application, including but not limited to my Certificate of Insurance, is true and accurate. I understand that any false or misleading information, omission, or misrepresentation may result in the denial or revocation of this application and/or the City seeking any additional legal remedies.

CONTRACTOR

By: _____ Date: _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between _____ (Architect/EngineerSurveyor), and the City of Michigan City, Indiana, acting by and through the Michigan City Parks and Recreation Department ("Owner"), as the designated purchasing agency pursuant to Michigan City Code Sect. 2-344, as of _____ ___, 20__.

AGREEMENT
For and in consideration of the mutual promises contained in this Agreement, Architect and Owner agree as follows:

Article 1 – Project

("Project")

Article 2 – Scope of Services
Architect shall provide Owner with services in connection with the Project as described in the Scope of Services (Exhibit A) and Project Timeline (Exhibit B). With respect to the Project, Architect agrees as follows: (a) Architect shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services; (b) Architect shall perform services in compliance with applicable laws, regulations, codes and orders of governmental bodies having jurisdiction over the Project, and (c) the Project, if built in compliance with the design and Construction Drawings, will comply with all applicable laws, regulations, codes, ordinances and orders of governmental bodies having jurisdiction over the Project. Architect will correct those services not performed consistent with the foregoing standard without additional compensation of any sort.

Article 3 – Schedule of Services
Architect shall commence work by _____ ___, 20__. Architect shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Architect's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with Article 8.

Article 4 – Authorizations to Proceed
Unless specifically provided otherwise in the Scope of Services, Owner shall give Architect authorization to proceed for each phase of the Basic Services and for each Additional Service prior to the Architect commencing work. Authorizations shall be in writing.

Article 5 – Owner's Responsibilities
Owner shall do the following in a timely manner so as not to delay the services of the Architect.

5.1 Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Architect's services for the Project. Architect may rely fully on information and instructions provided by Owner's representative. Hereinafter, all references in this Agreement to "Owner" mean Owner or Owner's Representative.

5.2 Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space capacity and performance requirements, flexibility and expandability, any budgetary limitations, and furnish copies of all design and construction standards which Owner will require to be included in the Drawings, Reports and Specifications.

5.3 Assist Architect by placing at Architect's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Architect may use and rely upon in performing the services under this Agreement.

5.4 Give prompt written notice to Architect whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Architecting services, or any defect or nonconformance in the work

of any contractor.

Article 6 – Professional Fee

The total fee for basic services as outlined in Exhibit A of _____ __/100 ($_____).

Article 7 – Payment for Services

7.1 Owner shall compensate Architect for services rendered according to the Fee Schedule (Exhibit "C"). These payment amounts for each project phase ("Task") are agreed to in anticipation of the orderly and continuous progress of the Project through completion and are subject to escalation in accordance with the Fee Schedule. Owner shall not be obligated to make any payment to Architect hereunder if any one or more of the following conditions exist:

(a) Architect is in default of any of its obligations hereunder or is in default under any of the Design Documents or Contract Documents;

(b) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, that such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement; or

(c) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect.

7.2 Detailed billings will be provided on a monthly basis, based on the percentage of completion of services as outlined in the Scope of Services. Payment shall be subject to audit, docketing, and formal approval of the Michigan City Park & Recreation Board in accordance with Michigan City Code Sect. 2-344 and I.C. 5-11-10-1.6. Provided the invoice is approved by the Board, Owner agrees to pay invoices within forty-five (45) days of the date of the invoice.

7.3. Pursuant to Michigan City Code 2-344(c) and I.C. 5-11-10-1.6, advanced payments or retainers prior to the performance of services are strictly limited. Any agreed-upon advance payment shall not exceed the lesser of fifty percent (50%) of the total contract value or statutory limits, must be explicitly detailed on a designated purchase order, and requires itemized substantiation prior to disbursement.

Article 8 – Modifications and Adjustments

If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of the Architect, or if Owner has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon mutual written agreement of the Architect/Surveyor/Engineer and Owner.

Owner may modify the scope, extent or character of the Project, necessitating modifications to the Scope of Services or Fee Schedule. In each case, the Scope of Services shall be modified in a manner mutually acceptable to Architect and Owner and the Fee Schedule shall be equitably adjusted to accommodate the changes. Any change to the Scope of Services, Project Timeline or the Fee Schedule will be documented in a Contract Amendment that will become a part of the Agreement. Should Architect be unable to agree on modifications to the Scope of Services and/or Fee Schedule, Architect shall have the right to terminate this Agreement as outlined in Article 9.

Owner shall have the right to disapprove any portion of the Architect's services on the Project because in Owner's reasonable opinion the cost of construction of Architect's design is likely to render the Project infeasible. In the event that Owner disapproves of Architect's services, the Architect shall proceed, when requested by Owner in writing, with revisions prepared to satisfy Owner's objections. Architect shall make these revisions without adjustment to the compensation provided under this Agreement, unless revisions are made to drawings previously approved by Owner in writing, in which case such revision services shall be paid as additional services.

Article 9 – Term and Termination

Architect's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If Owner fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Architect's services are delayed or suspended by Owner for more than three (3) months for reasons beyond Architect's control, Architect may, after giving written notice to Owner, suspend or terminate services under this Agreement.

If payment is not received within forty-five (45) days of the date of invoice, Architect reserves the right, after giving written notice to Owner, to suspend services to the Owner or to terminate this Agreement. Architect shall not be liable to Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should Architect and Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Article 8, Architect shall have the right to terminate this Agreement upon written notice to Owner. Owner may terminate this Agreement for any reason or without cause upon delivering written notice to Architect. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate Architect for services rendered to the date of written notification of such suspension, termination or abandonment.

Article 10 – Construction Costs

Architect has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Architect opinions of probable total Project costs and construction costs are made on the basis of Architect's experience and qualifications and represent Architect's best judgment as an experienced and qualified Architect familiar with the construction industry. Architect cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Architect.

Article 11 – Indemnification

The Owner shall hold harmless and indemnify Architect, from all loses, damages, costs and expenses which Owner may suffer or sustain which result from acts or omissions of any contractor, subcontractor, supplier, or any of the agents, employees or any other persons {except Architect's own employees and agents} at the site or otherwise furnishing or performing any of the contractor's work, unless such work was approved by Architect in writing. Nothing contained in this paragraph, however, shall be construed to release Architect from liability for failure to properly perform duties and responsibilities assumed by Architect under this Agreement.

Architect hereby indemnifies and agrees to indemnify, defend and hold harmless Owner from all losses, claims, liabilities, injuries, damages and expenses, including, without limitation, reasonable attorneys' fees, that Owner may incur or sustain by reason of any injury or damage sustained to any person or property arising out of or occurring in connection with the performance or lack of performance by Architect of its duties and obligations under or pursuant to this Agreement.

Article 12 – Insurance

City of Michigan City professional service providers are required to be insured adequately to support the terms of the contract. The professional service providers shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Indiana and has an A.M. Best rating of A-:VII or better. A Certificate of Insurance of the contractor's insurance coverage indicating these amounts must be submitted prior the start of the contract. Also, A copy of the insurance policy and endorsements must be made available upon request of the City of Michigan City.

Commercial General Liability (Occurrence Form)	
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

- City of Michigan City as Additional Insured for Ongoing Operations and Products/Completed Operations (CG2010 07/04 & CG2037 07/04 or equivalent)
- Primary and Non-Contributory
- Waiver of Subrogation in favor of the City of Michigan City

- 30-day notice of cancellation

Worker's Compensation and Employer's Liability

Workers' Compensation	Indiana Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

- Waiver of Subrogation in favor of the City of Michigan City
- 30-day notice of cancellation

Automobile Liability

Combined Single Limit	$1,000,000.00 each accident

- City of Michigan City Additional Insured
- Waiver of Subrogation in favor of the City of Michigan City
- 30-day notice of cancellation

Umbrella Liability

Aggregate	$4,000,000.00
Each Occurrence	$4,000,000.00

Umbrella Liability is to be excess over the General Liability, Employer's Liability, and Automobile Liability

- City of Michigan City as Additional Insured
- Waiver of Subrogation in favor of the City of Michigan City
- 30-day notice of cancellation

Professional Liability

Aggregate	$2,000,000.00
Each Occurrence	$2,000,000.00

- If claims made form, the retroactive date must be on or before the commencement of work
- 30-day notice of cancellation

Additional Insured should be listed as follows:

City of Michigan City
100 E. Michigan Blvd.
Michigan City, IN 46360

Article 13 – Assignment

Neither Architect nor Owner shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent from the other party. Any assignments shall be of all rights, obligations, interests and responsibilities hereunder. Nothing in this paragraph shall prevent Architect from employing independent professional associates and consultants to assist in the performance of the services hereunder.

Article 14 – Rights and Benefits

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Architect, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Architect and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Architect in conjunction with the services provided under this Agreement shall remain the sole property of Architect.

Article 15 – Notice

Written notice required under this Agreement must be delivered as follows:

To Park:

To Architect:

Article 16 – Successors
This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

Article 17 – Applicable Law
The terms and conditions of this Agreement shall be governed by the State of Indiana. Architect certifies that all employees have been e-verified in accordance with all federal, state and municipal law. In accordance with Michigan City Ordinance No. 4351, Architect shall be required to comply with the Michigan City Equal Opportunity Program and provide all required documentation to the Michigan City Equal Employment Opportunity Officer, including, without limitation, a written affirmative action program which shall include specific goals and timetables for the employment and training of minorities and of lower income residents of the project area. Architect covenants and agrees that all employees and applicants for employment are not discriminated against because of race, creed, color, sex, handicap or national origin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

OWNER:

CITY OF MICHIGAN CITY
PARKS AND RECREATION DEPARTMENT

_____
President

Date: _____

ARCHITECT:

_____

_____
President

Date: _____

EXHIBIT A
SCOPE OF SERVICE

EXHIBIT B
PROJECT TIMELINE

EXHIBIT C
FEE SCHEDULE

REQUEST FOR PROPOSALS – NAME OF PROJECT

DATE: _____

Request for Proposals: Seeking Vendor to _____

Scope of Project: Pursuant to I.C. 5-22-9-2, the City of Michigan City, Indiana ("City"), acting by and through the Michigan City Parks and Recreation Department ("Park Department" or "Parks"), as the designated purchasing agency under Michigan City Code Sect. 2-344, is seeking sealed Requests for Proposals (RFP) for a Contractor per the specifications and the terms and conditions contained herein. Further project details are as follows:

(1) **The factors or criteria that will be used in evaluation of the proposals:**

The Request for Proposals shall be awarded to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the RFP. In determining whether a Vendor is responsive, the following factors will be considered: The primary criteria for vendor evaluation and consideration are:

_____

_____

In determining whether a Vendor is responsible, the following factors will be considered:

1. The ability and capacity of the Vendor to provide the service.
2. The integrity, character, and reputation of the Vendor
3. The competency and experience of the Vendor

(2) **A statement concerning the relative importance of price and other evaluation factors:**

While the proposed price of services requested will be relatively important, it is not to be considered the only evaluation factor in determining the winning proposal. The price proposal will represent ___% of the scoring criteria.

(3) **A statement concerning whether the proposal must be accompanied by a certified check or other evidence of financial responsibility, which may be imposed in accordance with rules of the City:**

UPDATE DEPENDING ON PROJECT A certified check is not required with this RFP.

(4) **A statement concerning whether discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award:**

The Park Board may award based on initial proposals received, without discussion of such proposals. However, selected Vendors may be invited to make oral presentations to the evaluation team.

To ensure a fair and objective evaluation of all proposals, vendors are required to submit all inquiries by email to Park Superintendent Shannon Eason at season@emichigancity.com. Each email should be titled "_____." All questions will be answered via addenda to all proposers who registered on the RFP list. All changes in specifications shall be in writing. **There shall be no verbal communication concerning this RFP between any Vendor and City employees, and/or Park Board Members prior to contract award.** This does not include discussions that may occur during site visits by the evaluation team during the review process.

(5) **Time, date, and location for proposal submission, acceptable methods of submitting proposal, and the prescribed format of proposal documents:**

All sealed RFPs should be delivered to the Park Office for the Michigan City Park Board, 100 East Michigan Boulevard, Michigan City, Indiana on or before **DAY, DATE, YEAR at TIME p.m. (CST)** or to the Board during its regular meeting scheduled to begin **DAY, DATE, YEAR at TIME p.m. (CST)** in Michigan City/City Hall (Council Chamber-lower level), 100 E. Michigan Boulevard, Michigan City, Indiana when the Board's presiding officer calls the agenda item for opening of RFP for the Project. **Any RFP received after the presiding official declares the time for submitting bids closed will not be considered.**

Proposals must be sealed and addressed to the Park Superintendent, Park Office at City Hall, 100 E. Michigan Boulevard, Michigan City, Indiana 46360, Attn: Shannon Eason.

The outside mailing label or container should be clearly marked with the following description of the project: **"NAME OF PROJECT PROPOSAL."**

Each individual must sign and return the following in your sealed proposal:

- The following documents, which are attached hereto as "Exhibit A," of the Michigan City Equal Opportunity Program
  a) Equal Employment Opportunity Clause
  b) Notice of Non-Discrimination in Employment
  c) Certification of Non-Segregated Facilities
  d) Certification of Compliance with Applicable Laws
  e) E-Verify Affidavit
  f) Non-Investment in Iran Certification
  g) Non-Collusion Affidavit
  h) Affirmative Action and Equal Employment Opportunity Policy Statement

In addition, in each sealed proposal, you must include the following:

- Cover letter which includes all of your contact information (business name, address, phone, and email)
- Identification of Principals of the Proposer
- Certificate of General Liability and Worker's Compensation Insurance

PROPOSAL FORMAT AND FORM

Each proposal will be prepared in the format specified and be submitted in a sealed envelope bearing the name of the vendor, business address, and proposal title on the front of the envelope. One (1) original shall be provided by the vendor. The proposal must be prepared and presented in the following format:

UPDATE AS NEEDED

- **Section 1 - Understanding of Task & Technical Approach**
  Provide a narrative addressing how you will operate the concession stand and bar, taking into consideration the requirements in this RFP and any other operational plans such as entertainment, events, etc.

- **Section 2 – Vendor Experience and Qualifications**
  Provide a statement of your experience and qualifications to perform the requested work, including management skills and background.

- **Section 3 –References**
  Provide references of work including the names, titles, and telephone numbers of previous clients who can speak to your ability to perform the work.

(6) **Date of the issuance of the RFP, deadline for submission of written inquires, date, time, and place or pre-proposal meeting, proposal submission deadline, and anticipate award date:**

Date of issuance of RFP:	**DATE**
Deadline for submissions of written inquires:	**DATE**
Proposal submission deadline:	**DATE - TIME p.m. (CST)**
Anticipated award date:	**DATE**

(7) **The date, time, and location of the public opening of the proposals:**

Proposals will be opened at the regular meeting of the Michigan City Park Board on **DATE AND TIME.** (C.S.T) in the lower level of City Hall located at 100 E. Michigan Boulevard, Michigan City, Indiana 46360.

The purpose of the public proposal opening is for a reading of proposals received. Under normal circumstances, no award will be made or implied at this time. Only the vendor name will be given at the opening.

(8) **Proposal contact:**

The proposal contact for this project is Shannon Eason, Park Superintendent. All inquiries must be submitted in writing via email to Shannon Eason season@emichiganciyt.com no later than **DATE/TIME.**

After receiving the proposals, because time is of the essence, the Park Department will review all of the responses and award the contract in whole to one contractor. The Park Superintendent and Assistant Park Superintendent will negotiate the terms of the contract. After the contract negotiations, the Park Superintendent and Assistant Park Superintendent will make a recommendation to the Park Board for the acceptance of a proposal and award of a contract with the selected provider.

(9) **Clearly identified specifications of items/services needed:**

ADD DETAILED PROJECT DESCRIPTION

GENERAL REQUIREMENTS

(10) **If contract is for a term of more than one year, a statement that for the following year, the contract is subject to there being an appropriation for the purchase:**

UPDATE

(11) **If contract is to be renewable, a statement that the renewal will be at the sole discretion of the Park Board, the terms and conditions governing the price in the event of a renewal.**

UPDATE

(12) **State as to whether there will be increased compensation for early deliver or a financial penalty for late delivery. In either case, must state the specific dollar amount per day or a percentage of the contract price.**

UPDATE

(13) **Statement as to whether posting of a performance bond will be required and, if so, the amount of the bond that will have to be posted.**

UPDATE

(14) **Standard terms and conditions.**

a.) **SUBCONTRACTORS**. Contractor shall not hire subcontractors without the express written consent of City/Parks. In such event that Contractor hires subcontractors to provide services pursuant to this agreement, Contractor shall be solely responsible for compensating such subcontractors. Subcontractors are self-employed or employees of Contractor, who shall have the duty of and will be responsible for complying with Federal, State, and Internal Revenue

Service laws and regulations pertaining to the withholding of taxes and social security, and Contractor and Subcontractors shall hold City/Parks, including the Park Board, harmless and indemnify it for any claims therefrom.

b.) **INDEMNIFICATION & HOLD HARMLESS**. Contractor shall indemnify and hold harmless the City and Parks, including the Park Board, for all loss to the City/Parks resulting from the negligence of Contractor or its Subcontractors in the performance of this Agreement. Contractor agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be performance, event, or equipment related within the scope of services provided by Contractor, and for those injuries or damages that Contractor, or its Subcontractors, may cause to any person or property.

c.) **INSURANCE**. CONTRACTOR, and any and all authorized subcontractors, are required to be insured adequately to support the terms of the contract and shall maintain the insurance coverage in not less than the amounts set forth below for each occurrence provided by insurance companies authorized to do business in the State of Indiana and has an A.M. Best rating of A-VII or better. A Certificate of Insurance of the CONTRACTOR, and any and all authorized subcontractor's, indicating these amounts must be submitted prior the start of the contract. Also, a copy of the insurance policy and endorsements must be made available upon request of the City.

The CITY shall be named as an Additional Insured on all such insurance policies other than the Professional Liability policy. The insurance provided to the additional insured shall be primary and non-contributory with a waiver of subrogation rights in favor of the CITY. The Additional Insured shall be listed as follows:

City of Michigan City
100 E. Michigan Blvd.
Michigan City, IN 46360

All insurance policies shall contain a clause of endorsement providing that they may not be cancelled, non-renewed, substituted, or materially amended during the term of this Agreement, except after thirty (30) days prior written notice to CITY. This cancelation provision must be indicated on the certificate of insurance. Failure to provide evidence as required herein will entitle, but not require, CITY to immediately suspend the exercise of Contractor's rights under the AGREEMENT until such evidence is provided. Acceptance of a certificate of insurance that does not comply with this section will not operate as a waiver of CITY's obligations hereunder.

The insurance limits stated below are not intended to be an indication of exposure nor are they limitations on indemnification. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

Commercial General Liability (Occurrence Form)

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

Workers' Compensation and Employer's Liability

Workers' Compensation	Indiana Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

Automobile Liability

Combined Single Limit	$1,000,000 each accident

Professional Liability or Errors & Omissions

Aggregate	$1,000,000
Each Claim	$1,000,000

Umbrella Liability

Aggregate	$4,000,000
Each Occurrence	$4,000,000

- Umbrella Liability is to be excess over the General Liability, Employer's Liability, and Automobile Liability

d.) **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet, or assign any rights or responsibilities under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

e.) **GOVERNING LAW, JURISDICTION AND FORUM SELECTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its conflict of laws or choice of law rules. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Circuit or Superior courts located in La Porte County, Indiana.

f.) **RIGHT OF REFUSAL**

The Park Board reserves the right to reject any and all RFPs in their entirety. Furthermore, the Park Board reserves the right to hold the proposal of the three (3) lowest Vendors for a period of sixty (60) calendar days from and after the time of the opening. The Park Board reserves the right to award the contract in any manner deemed in the best interest of its citizens.

g.) **DISCLOSURE**

Vendor shall disclose all material facts with its proposal submission pertaining to any adverse information of the Vendor or its principals and key employees who will be providing services under the advertising contract, including:

1. **Felony convictions within the last five (5) years.**
2. **Bankruptcies discharged within the last seven (7) years.**
3. **Tax liens assessed within the last five (5) years; or**
4. **Claims filed against either the City or any City department within the last five (5) years.**

This disclosure shall not apply to any person or entity that is a stockholder owning less than twenty percent (20%) of the outstanding shares of a Vendor whose stock is publicly owned and traded.

Vendor shall also disclose any civil conviction or pending civil litigation involving contract performance during the last five (5) years anywhere in the United States against the Vendor or any business controlled by or affiliated with Vendor.

The Park Board may reject, at its sole discretion, any Vendor it finds to lack honesty, integrity, or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity, or moral responsibility. The Park Department's finding may be based on the disclosure required herein, the City's/Park Department's own investigation, public records, or any other reliable source of information. Parks may also reject any Vendor failing to make the disclosure required herein. By submitting a proposal, Vendor recognizes and accepts that the Park Board may reject any proposal at its sole discretion. The Vendor waives any claim it might have for damages or other relief arising from the rejection of its proposal or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

"EXHIBIT A"

"Michigan City Equal Employment Opportunity Program

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE TO BE INCLUDED IN PUBLIC CONTRACT

EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, the contractor agrees to do the following:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, military service, national origin, disability, or relationship. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, gender identity, military service, national origin, disability, or relationship. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, military service, national origin, disability, or relationship.

(3) The contractor shall send to each labor union or representative of workers with whom it/she/he has a collective bargaining agreement or other contact or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity requirements of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor shall furnish all information and reports required by the City's Human Rights Department pursuant to this subdivision and shall permit access to that part of its/her/his employment books, records, and accounts pertaining to the contract by the contracting agency and by the City's Human Rights Department for purposes of verifying compliance with the Program.

(5) The contractor shall take such action as the City may direct with respect to any subcontractor as a means of enforcing the provisions of paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's contract compliance/equal employment opportunity program. In the case of contracts receiving federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

(6) The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the Human Rights Department of the City. Compliance reports, filed at such times as directed, shall contain information as to the employment practices, policies, programs, and statistics of the contractor and his subcontractors.

(7) The contractor shall include the provisions of paragraphs (1) through (8) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(8) Refusal by the contractor or subcontractor to comply with any portion of this Program as herein stated and described will subject the offending party to any or all of the following penalties for violating its/his/her contract:

a. Withholding of all future payments to the contractor under the involved public contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.

b. Being declared to be a non-responsible contractor and rejection for any public contract within the City or any of its departments, agencies, or divisions until such time as the contractor or subcontractor demonstrates that it/she/he has established and shall carry out the policies of the Program as herein outlined.

c. Cancellation of the public contract and declaration of forfeiture of the performance bond. In cases in which there is substantial or material violation, or the threat of substantial or material violation, of the Program or compliance procedure as may be provided for by contract, appropriate proceedings may be brought by the City to enforce those provisions, including enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals, or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the Program as herein stated.

IN AGREEMENT HEREOF, the Bidder/Quoter has hereunto set its/his/her hand this _____ day of _____, 202__ .

_____
Sole Proprietor Bidder

OR

_____
Company or Partnership Bidder

By: _____
(Company/Partnership Representative)

OR

_____
Corporate Bidder

By: _____
President or Authorized Signatory

Attest: _____
Secretary

Copies of this notice will be posted by the Contractor in conspicuous places available to employees and applicants for employment.

NOTICE OF NONDISCRIMINATION IN EMPLOYMENT

TO: _____

(Employees of contractor, union or organization of workers, employment referral agencies, and training program sponsors.)

The undersigned currently holds, or represents contractors or sub-contractors who currently hold, a contract or subcontract, and may in the future bid on contracts or subcontracts, which are subject to the provisions of Michigan City Municipal Code §66-130 and §66-140—§66-147.

You are advised that, under the provisions of these contracts and in accordance with Indiana law and Municipal Code §66-142(1), contractors and subcontractors are obliged to take Affirmative Action to ensure equal employment opportunities without regard to race, creed, color, sex, sexual orientation, gender identity, military service, national origin, disability, or age. This obligation includes, but is not limited to, the following: HIRING, PLACEMENT, UPGRADING, TRANSFER, DEMOTION, RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, TREATMENT DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.

This obligation extends, so far as the responsibility of the undersigned is concerned, to any arrangement under which journeymen or apprentices are selected and referred for work on its projects.

Pursuant to IC 5-16-6-1, Contractor agrees as follows:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin, or ancestry;

(c) That there may be deducted from the amount payable to the contractor by the State of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

(d) That this contract may be cancelled or terminated by the State of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

Signature: _____

Contractor Liaison: _____

Contractor or Subcontractor: _____

Date: _____

COPIES OF THIS NOTICE ARE TO BE FURNISHED BY THE CONTRACTOR TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS, APPRENTICESHIP, AND TRANING PROGRAM SPONSORS, AND EMPLOYMENT REFERRAL AGENCIES.

CERTIFICATION OF NON-SEGREGATED FACILITIES

With his/her bid, each Bidder is required to submit a fully executed Certificate of Non-Segregated Facilities.

AGREEMENT

The Bidder/Quoter certifies that he/she/it does not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments, and that he/she/it does not permit his/her/its employees to perform their services at any location under his/her/its control, where segregated facilities are maintained. The Bidder/Quoter certifies further that he/she/it will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments, and that he/she/it will not permit his/her/its employees to perform their services at any location under his/her/its control where segregated facilities are maintained. The Bidder/Quoter agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid/quote. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restroom and washroom, restaurant and other eating areas, time-clocks, locker rooms and other storage or dressing areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder/Quoter agrees that (except where he/she/it has obtained identical certification from proposed subcontractors for specific time periods) he/she/it will obtain identical certification from any proposed subcontractor prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she/it will retain such certifications in his/her/its files.

Name of Bidder/Quoter:

_____

By: _____

Title: _____

Official Mailing Address: _____

CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAWS

The Undersigned, in consideration of contracting with and/or entering into agreements with the City of Michigan City, Indiana, a governmental entity, including any of its agencies or departments, does hereby make the below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a governmental entity and is deemed valuable consideration in entering into a contract with the City of Michigan City, Indiana. The Undersigned agrees to be in full compliance with all applicable laws and shall immediately notify the City of Michigan City, Indiana, in the event it has failed to comply with this certification. In such event, the City of Michigan City, Indiana may immediately terminate any and all contracts with the Undersigned. Compliance with all State and Federal laws shall include, but is not limited to, the following:

a. Execution of Non-Collusion Affidavit(s) to be provided and submitted on a form required by the State Board of Accounts;

b. Applicable contract provisions pursuant to IC 5-16-13 for public works projects awarded after June 30, 2015, the terms of which are specifically incorporated herein by reference as required by law;

c. Applicable anti-discrimination provisions as required by law;

d. E-Verify Affidavit as required by law pursuant to IC 22-5-1.7-11.1;

e. Non-Investment in Iran Certification pursuant to I.C. 5-22-16.5, et seq.;

f. The Undersigned, if applicable, agrees to comply with terms of IC 5-16-13-8 and represents that the project or works shall not be structured other than in the "tier" structure as required by law;

g. Tier 1 contractor must directly contribute at least 15% of total contract price in any combination of work, material, or services (IC 5-16-13-9);

h. Contractors of any Tier must maintain general liability insurance coverage of at least $1,000,000.00 per occurrence and $2,000,000.00 general aggregate and the political subdivision, who is the Owner of the project, shall be named as an additional insured (IC 5-16-13-10(b));

i. The Undersigned, if applicable, shall comply with the requirements of IC 5-16-13-9 through 12;

j. If applicable, pursuant to IC 36-1-12-24, which takes effect after June 30, 2015, Contractors and Subcontractors shall drug test employees when the estimated cost of any Public Works project is at least $150,000.00;

k. Pursuant to IC 5-16-13-10(c), for contracts awarded after June 30, 2016, to be eligible for an award, a contractor has to demonstrate that he/she/it has been certified pursuant to IC 4-13.6-4 and if the contractor will be using either a licensed engineer, architect, or surveyor, the licensee must be certified pursuant to IC 8-23-10;

l. If applicable, the Undersigned shall comply with IC 5-16-13-13 in all respects, including but not limited to, document preservation and availability for inspection;

m. Contractor shall pay, and provide to Owner proof of payment, of all subcontractors, laborers, material suppliers, and those performing services relating to this Contract. Absent such proof, pursuant to I.C. 36-1-12-13, Owner will withhold money from the Contract Price in sufficient amount to pay said subcontractors, laborers, material suppliers, and those furnishing services.;

n. If five (5) feet or more of any trench is going to be used, pursuant to IC 36-1-12-20, IOSHA regulations 29 C.F.R. 1926, Part P. for trench safety systems are incorporated into this Agreement and the cost of the trench safety system shall be paid for, and shown to be paid, either as a separate pay item or in the pay item of the principal work with which the safety system(s) is/are associated;

o. Pursuant to IC 25-28.5-1-11, it shall be unlawful for any person to act in the capacity of a plumbing contractor or journeyman plumber within this State without first obtaining a license as a plumbing contractor or journeyman plumber from the commission. If the project includes any plumbing, each bidder must submit with the bid, evidence that the person performing the plumbing is a licensed plumbing contractor in the State of Indiana (IC 36-1-12-21);

p. Pursuant to IC 5-22-15-25 & IC 5-16-8, et seq., if any steel products are used in the manufacture of the supplies required under the terms of the contract or supplies used in the performance of the services under the contract by the contractor or a subcontractor of the contractor, the steel products must be manufactured in the United States, unless Owner determines, based on documented evidence, that the domestic steel is not reasonably available or that the cost of domestic steel is more than at least 15% higher than imported product;

q. Pursuant to IC 5-16-13-11(2), a contractor may not pay cash to any individual employed by the contractor for work done by the individual on the public project;

r. Pursuant to IC 5-16-13-11(3), a contractor must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and IC 22-2-2-1 through IC 22-2-2-8 regarding employee payment timing, minimum wage, and overtime;

s. Pursuant to IC 5-16-13-11(4), contractor must be in compliance with requirements of IC 22-3-5-1 and IC 22-3-7-34 regarding worker's compensation insurance;

t. Pursuant to IC 5-16-13-11(5), contractor must be in compliance with requirements of IC 22-4-1 through IC 22-4-39.5 regarding the unemployment insurance program;

u. Pursuant to IC 5-16-13-11(6), contractors must demonstrate compliance with requirements of 4-13-18-1 through 4-13-18-7 regarding a drug testing program.

v. Pursuant to IC 5-16-13-11(7), for contracts awarded after June 30, 2016, contractors with more than 10 employees must demonstrate compliance with IC 5-16-13-12 regarding providing or participating in a job training program;

w. Pursuant to IC 5-16-13-13, for contracts awarded after June 30, 2016, contractors of any tier must preserve payroll and related records for at least 3 years after completion of the work and those records must be kept confidential pursuant to IC 22-4-19-6(b).

Additionally, the Undersigned certifies that they/it are not aware of any relationships between the City of Michigan City, Indiana and the Undersigned, its agents, employees or assigns which violate Indiana's Anti-Nepotism laws (I.C. 36-1-20.2, et seq.) or Contracting with a Unit laws (I.C. 36-1-21, et seq.).

I hereby affirm, under the penalties for perjury, that the foregoing representations are true to the best of my knowledge and belief. All of which is sworn to this_____day of _____, 202___ .

_____

Signature of Authorized Officer/Agent

_____

Printed name and Title of Authorized Officer/Agent

E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF _____)

The Contractor affirms, under the penalties of perjury, that it does not knowingly employ an authorized alien. The Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractors has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City.

I hereby declare, under the penalties for perjury, that the foregoing is true and correct.

_____
Signature of Authorized Officer/Agent

_____
Printed name and Title of Authorized Officer/Agent

NON-INVESTMENT IN IRAN CERTIFICATION

The Undersigned certifies pursuant to I.C. 5-22-16.5, et seq., that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry. The Undersigned understands that providing a false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

I hereby declare, under the penalties for perjury, that the foregoing is true and correct.

_____

Signature of Authorized Officer/Agent

_____

Printed name and Title of Authorized Officer/Agent

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF _____)

The undersigned bidder/Quoter or agent, being duly sworn on oath, says that she/he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by her/him, entered into any combination, collusion or agreement with any person relative to the price to be bid/quoted by anyone at such letting nor to prevent any person from bidding/quoting nor to include anyone to refrain from bidding/quoting, and that this bid/quote is made without reference to any other bid/quote and without any agreement, understanding or combination with any other person in reference to the such bidding/quoting.

I hereby declare, under the penalties for perjury, that the foregoing is true and correct.

_____
Signature of Authorized Officer/Agent

_____
Printed name and Title of Authorized Officer/Agent

AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

(REQUIRED INFORMATION FOR CONTRACTOR AND SUB-CONTRACTORS)
FOR PROPOSED CITY CONSTRUCTION PROJECTS

Relevant labor area statistics reflect 28.98% non-white labor force in Michigan City*

Relevant labor area statistics reflect 51.9% female labor force in Michigan City*

(Minimum Goal: 5% minorities and/or females for construction projects)

**U.S. Census Bureau, 2011-2013 American Community Survey*

It is the policy of this contractor, _____, to provide equal employment opportunities to all persons without regard to race, color, religion, sex, sexual orientation, gender identification, military service, age, national origin, or disability and to promote the full realization of equal employment opportunity through a positive continuing program. On this City project titled: _____

We will utilize_____% of our workforce as NON-WHITE MINORITIES for this City project.

We will utilize_____% of our workforce as FEMALES for this City project.

****Total workforce size for THIS CITY PROJECT_____.**

White (*Not Hispanic*)	
African-American (*Not Hispanic*)	
Native American (*Not Hispanic*)	
Asian & Pacific Islander (*Not Hispanic*)	
Hispanic, All Races	

Male	
Female	

_____ **Is the Contractor's Equal Employment Officer.**

_____**Is appointed and shall be responsible for submitting monthly manpower utilization and, if applicable, weekly wage requirement reports during the contract period.**

Prepared by: _____ Title: _____

Signature: _____

****PLEASE NOTE: THE MALE/FEMALE WORKFORCE TOTAL AND THE RACE WORKFORCE TOTAL MUST EQUAL THE TOTAL WORKFORCE SIZE.**

AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

(REQUIRED INFORMATION FOR CONTRACTOR AND SUB-CONTRACTORS)
FOR PROPOSED CITY CONSTRUCTION PROJECTS

Relevant labor area statistics reflect 28.98% non-white labor force in Michigan City*

Relevant labor area statistics reflect 51.9% female labor force in Michigan City*

(Minimum Goal: 5% minorities and/or females for construction projects)

**U.S. Census Bureau, 2011-2013 American Community Survey*

It is the policy of this contractor, _____
provide equal employment opportunities to all persons without regard to race, color, religion, sex, sexual orientation, gender identification, military service, age, national origin, or disability and to promote the full realization of equal employment opportunity through a positive continuing program.

At the present, _% of our workforce are NON-WHITE MINORITIES. In future jobs, we intend to utilize _____ % NON-WHITE MINORITIES in our workforce.

At the present, _% of our workforce are FEMALES. In future jobs, we intend to utilize _____% FEMALES in our workforce.

TOTAL CONTRACTOR WORKFORCE SIZE_____.

White (*Not Hispanic*)	
African-American (*Not Hispanic*)	
Native American (*Not Hispanic*)	
Asian & Pacific Islander (*Not Hispanic*)	
Hispanic, All Races	

Male	
Female	

_____ Is the Contractor's Equal Employment Officer.

_____ Is appointed and shall be responsible for submitting monthly manpower utilization and, if applicable, weekly wage requirement reports during the contract period.

Prepared by: _____ Title: _____

Signature: _____

****PLEASE NOTE: THE MALE/FEMALE WORKFORCE TOTAL AND THE RACE WORKFORCE TOTAL MUST EQUAL THE TOTAL WORKFORCE SIZE.**

100 E. Michigan Blvd. / Suite 2
Michigan City, IN 46360-3293
Phone (219) 873-1506
Fax (219) 873-1540
www.michigancityim.gov

Contract form approved by the Michigan City Park Board _____

NOTICE OF REQUEST FOR QUOTES

Notice is hereby given that quotes will be received by the Michigan City Parks and Recreation Department, acting as the designated purchasing agent pursuant to Michigan City Code §2-344, for _____, in accordance with the Product Specifications. Quotes shall be mailed or hand delivered to the Secretary of the Michigan City Parks and Recreation Department, 100 East Michigan Boulevard, Suite 2, Michigan City, Indiana, on or before _____ **at 4:30 pm CST.**

The successful quoter will be required to submit an invoice, after delivery of product, to the Park Superintendent for review and payment recommendation. All approved invoices will be paid within thirty (30) days of receipt by the Park Superintendent.

The Park Board reserves the right to reject any and all quotes and to waive any informalities and to accept any quote from responsive and responsible quoters. All quotes must be submitted on the Quote Form or will be deemed non-responsive.

The only contact person for this procurement is NAME, TITLE (EMAIL, (219) 873-1506). All verbal and written communication must be directed to this contact person only and any addendum to the quote documents he or she deems appropriate will be disseminated to all entities to whom this Request for Quote was provided.

Dated this _____ day of _____ 202___.

_____
Name, Title

Product Specifications:

QUOTE FORM

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____

EMAIL _____

CONTACT PERSON _____

TITLE _____

QUOTE $_____

NUMBER OF DAYS TO DELIVER/COMPLETE _____

SIGNATURE OF QUOTER _____

PRINTED NAME OF QUOTER _____

TITLE _____

DATE _____

100 E. Michigan Blvd. / Suite 2
Michigan City, IN 46360-3293
Phone (219) 873-1506
Fax (219) 873-1540
www.michigancityin.gov

Contract form approved by the Michigan City Park Board _____

NOTICE OF REQUEST FOR QUOTES FOR [ ] SERVICES

1. Notice of Request for Quotes
2. Quote Form
3. Instructions and Specifications
4. Project Scope and Specifications
5. Equal Employment Opportunity Program and Local Hiring Ordinance

NOTICE OF REQUEST FOR QUOTES

Notice is hereby given that sealed quotes will be received by the Michigan City Parks and Recreation Department ("Parks Department"), acting as the designated purchasing agency pursuant to Michigan City Code Sect. 2-344, for _____, in accordance with the Project scope and technical specifications contained in the Project Scope and Specifications, which may be obtained at the office of the Secretary of the Parks and Recreation Department, 100 E Michigan Blvd., Suite 2, Michigan City, Indiana 46360.

All sealed quotes should be mailed or hand delivered to the Secretary of the Michigan City Parks and Recreation Department, 100 East Michigan Boulevard, Suite 2, Michigan City, Indiana, on or before _____ **at 5:00 p.m. CT/**local time or to the Board during its regular meeting scheduled to begin on _____**at 5:00 p.m.** CT/local time when the Board's presiding official calls the agenda item for opening of quotes. Any quote received after the presiding official declares the time for submitting quotes closed will not be considered. Quotes will be opened and read out loud and the award(s), if any, may be made at that time or a subsequent meeting of the Michigan City Parks and Recreation Board.

The successful Quoter will be required to execute a Contract with the Park Board and provide a certificate of insurance as defined by the Instructions and Specifications. In addition, the successful quoter will be required to submit invoices after each calendar month of the Project to the Park Superintendent for review and payment recommendation. All approved invoices will be paid within thirty (30) days of receipt by the Park Superintendent. Successful Quoter must comply with all applicable Equal Employment Opportunity laws and regulations.

The Park Board reserves the right to reject any and all quotes and to waive any informalities and to accept any quote from responsive and responsible quoters and further reserves the right to terminate the Contract after award or withhold payment because of default or non-performance on the part of the selected Quoter. All quotes must be submitted on the Quote Form or will be deemed non-responsive.

The only contact person for this procurement is NAME, TITLE (EMAIL, (219) 873-1506). All verbal and written communication must be directed to this contact person only and any addendum to the quote documents he or she deems appropriate will be disseminated to all entities to whom this Request for Quote was provided. Quoters may make arrangements with the TITLE to view the Project site.

Dated this _____ day of _____ 202___.

_____

Tim Glidden, President

QUOTE FORM

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____

EMAIL _____

PERSON EXECUTING CONTRACT _____

TITLE _____

QUOTE $_____

NUMBER OF DAYS TO DELIVER/COMPLETE _____

SIGNATURE OF QUOTER _____

PRINTED NAME OF QUOTER _____

TITLE _____

DATE _____

INSTRUCTIONS AND SPECIFICATIONS

1. A quote must be submitted in a **SEALED ENVELOPE** addressed to the Michigan City Park and Recreation Board (hereinafter referred to as "Board") with the **return address of the QUOTE shown**. QUOTE must be clearly marked "_____" on outside of envelope.

2. All sealed quotes should be delivered to the Secretary of the Parks Department, 100 East Michigan Boulevard, Michigan City, Indiana on or before _____ **at 5:00 p.m.** CT/local time or to the Board during its regular meeting scheduled to begin on _____ **at 5:00 p.m.** CT/local time when the Board's presiding official calls the agenda item for opening of quotes. Any quote received after the presiding official declares the time for submitting quotes closed will not be considered.

3. The Parks Department is exempt from Indiana Sales Tax.

4. Each QUOTER must sign, fully execute, and return the following in your sealed QUOTE:
   - Qualifications
   - A list of related Project experience with pertinent Project information
   - Proposed scope of services and proposed costs (including incidental rates) to achieve deliverables outlined in Project scope and specifications
   - Identification of principals of firm and staff assigned to the Project
   - Client References
   - Quote Form
   - License requirements (EXAMPLE: Pest control services – add Pesticide licenses are required, and copies must be submitted with the quote. Certified applicator licenses are required for all technicians and must be submitted with the quote).
   - The following documents from EEO Packet from Human Rights Director entitled "Local Hiring/Equal Employment Opportunity Program and Certification of Applicable Laws:"
     1. Equal Employment Opportunity Clause to be Included in Public Contract
     2. Notice of Non-Discrimination in Employment
     3. Certification of Non-Segregated Facilities
     4. Certification of Compliance with Applicable Laws
     5. E-Verify Affidavit
     6. Non-Investment in Iran Certification
     7. Non-Collusion Affidavit
     8. Affirmative Action and Equal Employment Opportunity Policy Statement

5. Selection Process:
   Selection of the vendor will be at the sole discretion of the Michigan City Parks and

Recreation Department. Candidate firms should submit an application packet including:

1. Qualifications
2. A list of related Project experience with pertinent Project information
3. Proposed scope of services and proposed costs (including incidental rates) to achieve deliverables outlined in scope of services
4. Identification of principals of firm and staff assigned to the Project
5. References provided from clients
6. The submission of additional pertinent information beyond the requirements of this RFQ is acceptable

6. Please read and follow the Request for Quotes, as well as all specifications and all Quote documents, including the Contract, when completing the Quote. Should you have any questions regarding specifications, please contact TITLE, NAME:
   Phone: (219) 873-1506
   Email: EMAIL@emichigancity.com
   Mail: Michigan City Parks and Recreation Department, 100 East Michigan Blvd., Suite 2, Michigan City, IN 46360

7. The issuance of this REQUEST FOR QUOTES does not create any obligation on the part of the Michigan City Parks and Recreation Department to enter any Contract or undertake any financial obligations with respect to the Project described herein.

8. No Quote may be withdrawn within a period of forty-five (45) days following the date set for receiving quotes. The Michigan City Park Board reserves the right to hold any or all quotes for a period of not more than forty-five (45) days and said quotes shall remain in full force and effect during said period. The Michigan City Park Board reserves the right to reject and/or cancel any and all quotes, solicitations and/or offers in whole or in part as specified in the quote documents, and to waive any nonconformity, whenever such actions are in the best interest, as determined solely by the Michigan City Park Board.

9. The successful QUOTER shall secure and/or execute the following within seven (7) days from the date of Notice of Award of said Contract:

a. Proof of Insurance

Proof of Insurance as further defined in these Instructions and Specifications and in the exact amounts listed herein;

i. The City of Michigan City, Indiana must be named as an additional insured regarding Commercial General Liability and Automobile Liability
ii. Failure to comply with the exact insurance limits and terms associated with said insurance within the time limits set forth herein will result in the termination of any award of said Contract.

b. Agreement Between Owner and Contractor.

If the successful Quoter fails to timely submit said agreement and said proof of insurance or fails to otherwise comply with the terms contained herein, the Board may cancel Contract, and award Contract to the next lowest responsible and responsive Quoter.

Work shall not commence under this Contract until the Park Board Attorney has reviewed and approved the documents required to be submitted herein.

10. The Quote will be for all work as shown in Project Scope & Specifications outlined herein.

11. All quoters must examine the scope, drawings and specifications and visit the site(s) of this Project to fully investigate the nature and extent of the work required. Quoters are responsible for becoming familiar with the location and access to the site(s), availability of all utilities, condition of the site(s) and any permit processes.

12. Non-Negotiable Terms in Awarded Contract:

a. Indemnification: Quoter agrees to indemnify and hold harmless the Parks Department (including the Park Board) and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgements and liens arising out of any negligent act or omission by the Quoter or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the Parks Department or has used in connection with the Contract and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

b. Default/Non-Performance: If the Quoter breaches this Agreement or fails to perform the work in an acceptable manner, the Quoter shall be considered in default and subject to termination by the Park Board.

c. No Assignment: No portion of the Contract shall be sublet, assigned, transferred or otherwise disposed of by the Quoter except with written consent of the Park Board being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Quoter of any responsibility of the fulfillment of this Agreement.

d. Insurance: The Quoter shall, as a prerequisite to the Contract, purchase and thereafter maintain such insurance that will protect him from the claims set forth below which may arise out of or result from the Quoter's operations under the Contract, whether such operations be by the Quoter or by anyone directly or indirectly employed by the Quoter, or by anyone whose acts may be liable. Quoter shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Indiana and has an A.M. Best rating of A-:VII or better.:

COVERAGE	LIMITS
Commercial General Liability (Occurrence Form)	
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

- City of Michigan City as Additional Insured for Ongoing Operations and Products/Completed Operations (CG2010 07/04 & CG2037 07/04 or equivalent)
- Primary and Non-Contributory
- Waiver of Subrogation in favor of the City of Michigan City
- 30-day notice of cancellation

Workers' Compensation and Employer's Liability	
Workers' Compensation	Indiana Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

- Waiver of Subrogation in favor of the City of Michigan City
- 30-day notice of cancellation

Automobile Liability	
Combined Single Limit	$1,000,000 each accident

- City of Michigan City Additional Insured
- Waiver of Subrogation in favor of the City of Michigan City
- 30-day notice of cancellation

Umbrella Liability	
Aggregate	$4,000,000
Each Occurrence	$4,000,000

- Umbrella Liability is to be excess over the General Liability, Employer's Liability, and Automobile Liability
- City of Michigan City as Additional Insured
- Waiver of Subrogation in favor of the City of Michigan City
- 30-day notice of cancellation

Additional Insured should be listed as follows:

City of Michigan City
100 E. Michigan Blvd.
Michigan City, IN 46360

e. Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the Parks Department prior to commencement of work and shall be in full force and effect throughout the Contract. A copy of the insurance policy and endorsements must be made available upon request of the City of Michigan City.

f. Quoter agrees to comply with all federal, state, and local laws, rules and regulations applicable to Quoter in performing work pursuant to the Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting record and requirements. The Contract shall be governed by the laws of the United States and the State of Indiana and by all Municipal Ordinances and Codes of the City of Michigan City, Indiana. Venue of any disputes arising under the Contract shall be in LaPorte County, Indiana.

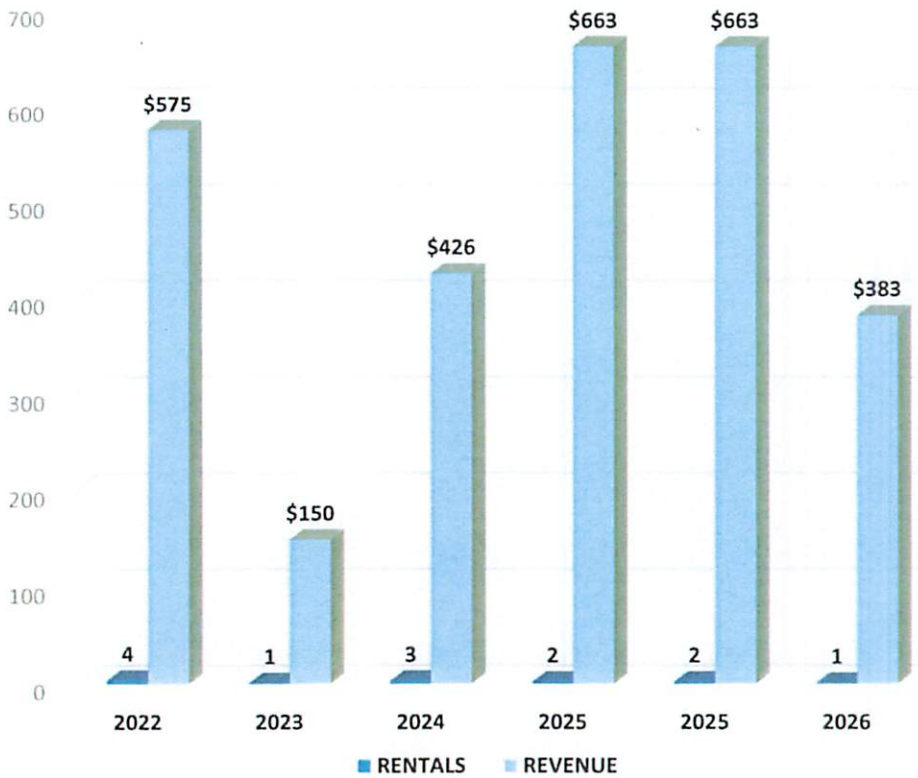
g. The Quoter shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract with respect to hire, tenure, terms, training, conditions or privileges of employment because of race, sex, color, religion, national origin, ancestry, or disability.

h. Other Information: All expenses incurred in the preparation of a response to the Invitation to Quote shall be borne by the Quoter.

i. All submitted Quotes shall become the property of the Michigan City Parks Department.

PROJECT SCOPE AND SPECIFICATIONS

GUY FOREMAN BICENTENNIAL AMPHITHEATER RENTALS



2026 1 resident and 0 non-resident rental

AMPHITHEATER	2022	2023	2024	2025	2026	2027	Proposed 2028
Resident	150	150	150	213	213	213	213
Non-Resident	250	250	250	250	250	250	250
Security Deposit	300	300	300	300	300	300	300
Green Room/Restrooms Res	200	200	200	170	170	170	170
Green Room/Restrooms N/R	200	200	200	200	200	200	200

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 https://parks.michigancityin.gov/

2028 GUY FOREMAN BICENTENNIAL AMPHITHEATER RENTAL AGREEMENT

Contract form approved by the Michigan City Park Board _____

Name: _____ Phone: (_____) _____

Address: _____ E-Mail: _____

City, State, Zip: _____

Rental Day: _____ Type of Event: _____

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

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 * * ****

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. _____

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

1. **RESERVATION TERMS:** You must pay for your reservation and submit a signed rental agreement within fourteen (14) 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. Park security will confirm your reservation and be available for assistance during your rental.
2. **MINIMUM AGE:** You must be eighteen (18) years of age to rent any Park facility.
3. **HOURS OF USE:** The rental period is from 8 am to 9 pm. Washington Park is open from 5 am to 10 pm daily.
4. **COMPLIANCE AND INDEMNIFICATION:** The Lessee must follow all applicable federal and state laws, all ordinances of the City of Michigan City, and the Michigan City Parks and Recreation Department ("MCPRD" or "Lessor") 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 waives, releases, and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City of Michigan City and MCPRD from any and all claims or demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from this Agreement. Lessee shall indemnify and hold harmless the City of Michigan City and MCPRD for all loss to the City of Michigan City and MCPRD resulting from the negligence of the Lessee or any of its agents, servants, employees, and/or representatives in the performance of this Agreement, which arise or in the future may arise. Lessee agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in the performance of this Agreement, and for those injuries or damages that Lessee, or any of its agents, servants, employees, and/or representatives may cause to any person or property. It is expressly intended that such indemnification and hold harmless obligation shall extend to include attorney fees and any costs incurred by the participation by the City of Michigan City and MCPRD in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Lessee.
5. **SMOKING**: Smoking, including vapor devices, is prohibited inside the hall and is only permitted outside in the designated smoking area pursuant to Michigan City Common Council Ordinance No. 4792.
6. **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 Parks 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 or an emergency declaration. If you violate any of the terms or conditions of this Agreement, Parks Department shall have the right to immediately terminate this Agreement without notice or refund, and Parks 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 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.

7. **ALCOHOL:** If alcoholic beverages are to be served, they must remain within the general area of your event, in compliance with Michigan City Code of Ordinances Chapter 82, Sections 82-62 through 82-65 Consumption of Alcoholic Beverages and use of containers in Washington Park. You may not sell or give away alcoholic beverages to the general public.
8. **NO GLASS:** Glass containers of any kind are strictly prohibited.
9. **NO FIRES:** Ground fires are strictly prohibited. Please be sure charcoal from your grill is cooled and deposited in proper receptacles.
10. **NO LITTER:** Leave the premises clean, placing all paper and other debris in receptacles furnished throughout the park. Do not pour any solution(s) on grass, trees, or vegetation.
11. **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 20 amps.
12. **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.
13. **PARKING:** Discounted parking passes or parking codes 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; Park 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. Driving on lawn areas to unload and load is STRICTLY PROHIBITED.
14. **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.
15. **DISCOUNTS:** Full-time employees of the City of Michigan City or the Michigan City Area Schools shall be entitled to a ten percent (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. **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_____

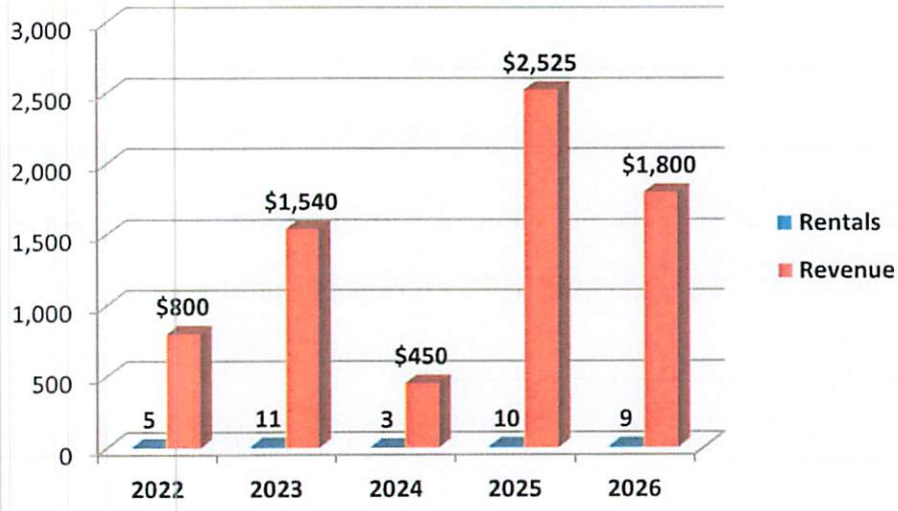
Printed Name_____

PARKING PASSES ($10 each)

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

Pass number _____ through pass number _____

BEACH WEDDING PERMITS



2026 – 1 resident and 0 non-resident rentals

Beach Wedding	2022	2023	2024	2025	2026	2027	Proposed 2028
Resident	$100	$100	$170	$170	$170	$200	$200
Non-Resident	$175	$175	$200	$200	$200	$230	$230

Michigan City Parks and Recreation Department
100 E. Michigan Blvd. / Suite 2
Michigan City, IN 46360-3293
Phone (219) 873-1506 * https://parks.michigancityin.gov/

2028 BEACH EVENT/WEDDING PERMIT

Contract form approved by the Michigan City Park Board _____

Name: _____ Phone: (_____) _____

Address: _____ E-Mail Address: _____

City, State, Zip: _____

Location of Use: PIER, LOT 1, LOT 3, OR FEDDER'S ALLEY (circle one)

Type of Event: _____

Date: _____ Times: _____ Attendance: _____

Are you renting another Park facility? If so, please specify _____

Rental Fee $ _____ Date Paid _____ Receipt Number _____

Signed (office use)_____ Date_____

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

SPECIAL EVENT

- ❑ There is not a special event scheduled in Washington Park on your rental date as of the date of your reservation. Please note events may be scheduled after you book your reservation.
- ❑ There is a special event scheduled in Washington Park on your rental date. _____

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

1. **RESERVATION TERMS:** You must pay for your event/wedding reservation and submit a signed rental agreement to secure your reservation. Reservations must be made a MINIMUM of fourteen (14) days in advance for staffing purposes. Your rental agreement must be taken to the beach event/wedding for proof of your reservation. Michigan City Parks & Recreation Department's ("Park") security will confirm your reservation.
2. **MINIMUM AGE:** You must be eighteen (18) years of age to rent any Park facility.
3. **HOURS OF USE:** The rental period is for two (2) hours between 8 am and 9 pm only. Washington Park is open from 5 am to 10 pm daily.
4. **COMPLIANCE AND INDEMNIFICATION:** The Lessee must follow all applicable federal and state laws, 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 waives, releases, and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City of Michigan City and MCPRD from any and all claims or demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from this Agreement. Lessee shall indemnify and hold harmless the City of Michigan City and MCPRD for all loss to the City of Michigan City and MCPRD resulting from the negligence of the Lessee or any of its agents, servants, employees, and/or representatives in the performance of this Agreement, which arise or in the future may arise. Lessee agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in the performance of this Agreement, and for those injuries or damages that Lessee, or any of its agents, servants, employees, and/or representatives may cause to any person or property. It is expressly intended that such indemnification and hold harmless obligation shall extend to include attorney fees and any costs incurred by the participation by the City of Michigan City and MCPRD in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Lessee.

5. **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 or emergency declaration.
6. **DECORATIONS:** Only freestanding decorations shall be permitted. Balloons are strictly prohibited. Use of open flame candles, taper candles, confetti, birdseed, rice, and glitter is strictly prohibited. **The use of ladders is strictly prohibited.**
7. **ALCOHOL:** If alcoholic beverages are to be served, they must remain within the general area of your event, above, in compliance with Michigan City Code of Ordinances Chapter 82, Sections 82-62 through 82-65, Consumption of Alcoholic Beverages and use of containers in Washington Park. You may not sell or give alcoholic beverages to the general public in the area of your event.
8. **NO GLASS:** Glass containers of any kind are strictly prohibited.
9. **NO FIRES/GRILL USE:** Ground fires are strictly prohibited. No open flames of any kind are permitted on Park property (candles, tiki torches, etc.). Only non-charcoal (butane) grills are allowed on the beach. Charcoal grills are permitted off of the beach, but you must make sure the charcoal from your grill is cooled and deposited in a proper receptacle. Grilling or cooking of any kind is strictly prohibited on Park picnic tables.
10. **LITTER:** Leave the premises clean, placing all paper and other debris in receptacles furnished throughout the Park. Do not pour any solution(s) on grass, trees, or vegetation.
11. **GAMES:** Participation in games by your guests is allowed on the sand, but must not disturb other beach or 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:** Parking for your event is limited, and not guaranteed, and is available only at the Washington Park Lots (not including the Senior Center lot if it is rented on the day of your event) and the California Street Parking Lot, on a first come, first served basis. If your event is located in the Sheridan Beach area east of the California Street Parking Lot, you must advise your guests to refrain from parking on private property. Discounted parking passes or codes 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; Park 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. Driving on lawn areas to unload and load is STRICTLY PROHIBITED.
13. **SPECIAL REQUESTS:** Any special requests must be submitted in writing to the Park Superintendent for approval no later than thirty (30) calendar days prior to your rental date. Special requests may include a disk jockey, live band, etc., or anything not specifically covered in this rental agreement.
14. **INSURANCE:** You hereby acknowledge notice that the Park Department is not insured for "Host Liquor Liability" coverage. If you furnish alcoholic beverages at your event, you are strongly urged to acquire host liquor liability coverage.
15. **PERSONAL PROPERTY:** All personal property must be removed from Park property at the conclusion of the event.
16. **MISCELLANEOUS:** There are no lights or electric provided on the beach at your location of use and therefore, you are encouraged to end your event at sundown. If your event will include alcoholic beverages, you are encouraged to retain an off-duty law enforcement officer for private security, since our Park security cannot be present during your event. You may provide a tent, floor surface, chairs, tables, food service items, beverage service items, etc., and all other items necessary for your event. No fireworks or motorized vehicles are allowed on the beach.
17. **DISCOUNT:** Full time employees of the City of Michigan City or the Michigan City Area Schools shall be entitled to a ten percent (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).
18. **AREA OF USE:** The area of use is outlined on the attached exhibit "A". Tents, arches or other items may not obscure the view of the lifeguards from any of the towers. Licensee acknowledges and agrees that the beach is public land and it is likely that patrons will be using beach areas in close proximity to your area of use.

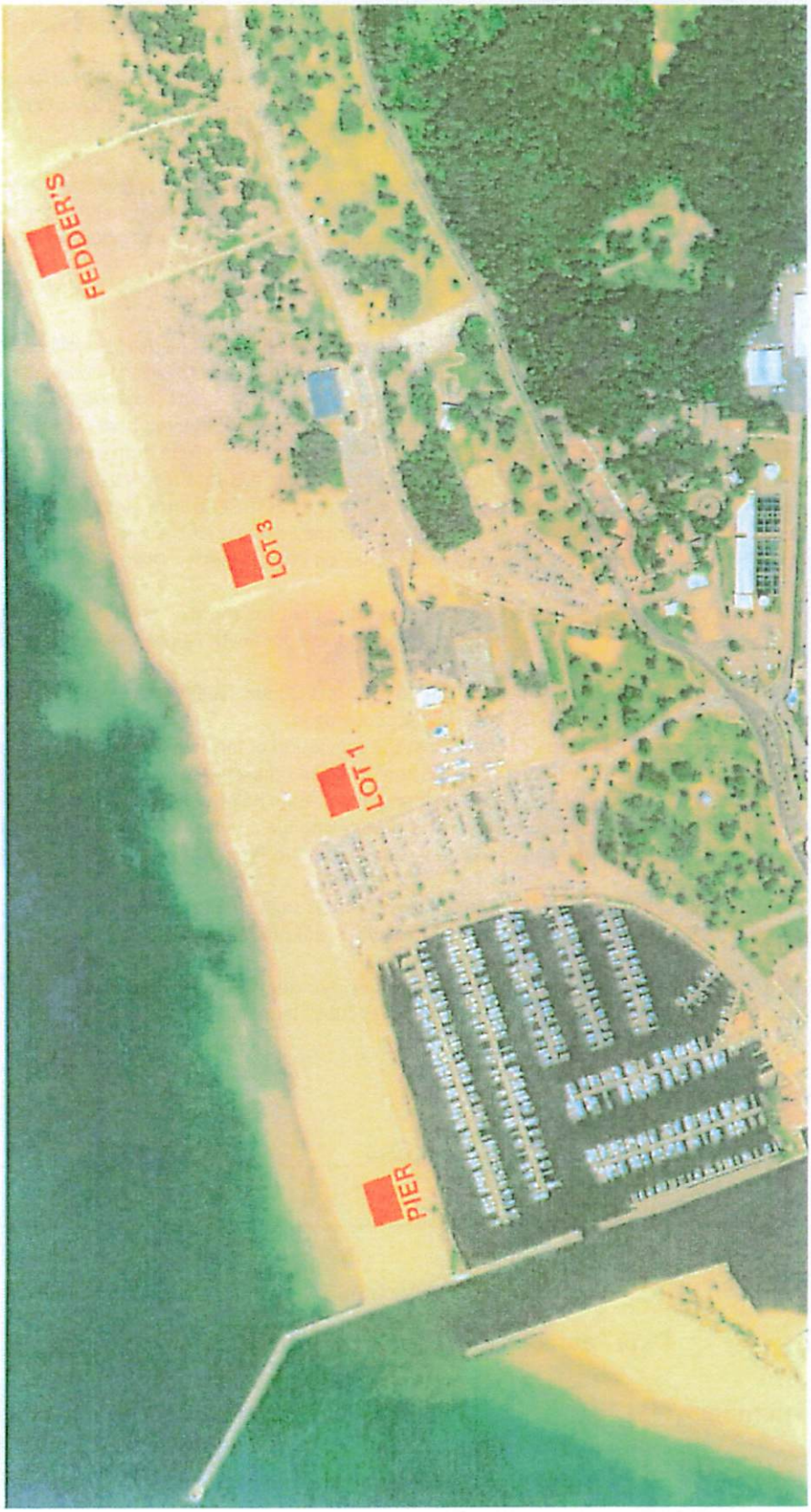
I have read and completely understand the above agreement:

Signed_____ Date_____

Printed Name_____

PARKING PASSES ($6 each)
Number of parking passes ___ $_____ Date Paid _____ Receipt Number _____

Pass number _____ through pass number _____



Additional Notes

Michigan City Parks and Recreation Department
100 E. Michigan Blvd. / Suite 2
Michigan City, IN 46360
219-873-1506 https://parks.michigancityin.gov/

2028 PARK FACILITY DISCOUNT POLICIES

Approved by the Michigan City Park Board _____

PARK DEPARTMENT EMPLOYEES (NON-SEASONAL ONLY) & NON-PROFITS

Full-time employees of the Michigan City Park and Recreation Department and non-profit organizations will be granted a fifty percent (50%) discount, one time per calendar year, on any one facility rental (not one rental per facility).

The employee MUST be employed by the Park Department at the time of the rental (not at the time the reservation was made), or they will be required to pay the full rental fee, and applicable security deposit, at least thirty (30) days prior to the rental date, to keep their reservation.

The discount does not apply to the Sunday Special rental fees at Memorial Hall or the Senior Center. If an employee wants to use either hall on a Sunday, the discount will apply to the full day rental rate only.

A security deposit is required and will not be discounted.

The Park Department employee must sign a facility use contract.

Non-profit organizations must present their IRS determination letter showing their status as a private foundation or a public charity. A facility use contract must be signed by an authorized signer of the organization.

CITY AND MCAS EMPLOYEES

Full-time employees of the City of Michigan City or the Michigan City Area Schools shall be entitled to a ten percent (10%) discount, one time per calendar year on any one facility rental (not one rental per facility). Proof of current employment is required (recent pay stub).

USE OF PARK DEPARTMENT FACILITIES BY CITY OF MICHIGAN CITY DEPARTMENT HEADS

Departments of the City of Michigan City may use park facilities when available at no charge for city related business only (no personal events). Requests must be submitted in writing to the Park Office by the Department Head at least thirty (30) days prior to the rental date.

Rental facilities include the following:
Beach wedding permit
Washington Park picnic shelters
Guy Foreman Bicentennial Amphitheater
Millennium Plaza
Washington Park Bandstand
Krueger Memorial Hall
Senior Center
Field rentals at Patriot Park, Gardena Park or Oak Hills Park.

The discount does not apply to fencing installation, electric panels, water spigots, etc., only to the facility rental fee.

KRUEGER MEMORIAL HALL RENTALS



- ***2026 Reservations***
  - 63 resident rentals (68%)
  - 30 non-resident rentals (32%)
  - 93 paid rentals
  - 83 unpaid reservations (city events, meetings and programs)

- **Annual Operating Costs**

Annual Costs	2024	2025	2026
Labor	$13,200	$15,088	$18,062
Gas	$3,161	$2,807	$2,807
Electric	$9,366	$7,961	$7,961
Water	$447	$439	$439
Sewer	$1,216	$1,192	$1,192
Supplies	$1,000	$1,000	$1,000
Dumpster	$1,122	$1,200	$1,200
TOTAL	**$29,512**	**$29,687**	**$32,661**
REVENUE	**$30,728**	**$33,835**	**$41,410**
NET	**$1,216**	**$4,148**	**$8,749**

- **Rental Fees - 20% increase**

Memorial Hall	2023	2024	2025	2026	2027	Proposed 2028
WEEKDAY FEES (Mon-Thurs) - # Rentals	23	19	68	85		
One Floor						
Resident	145	175	191	191	191	230
Non-Resident	155	225	225	225	225	270
Two Floors						
Resident	205	200	213	213	213	255
Non-Resident	230	250	250	250	250	300
FRIDAYS - # Rentals	20	24	25	32		
One Floor						
Resident	240	275	276	276	276	332
Non-Resident	300	325	325	325	325	390
Two Floors						
Resident	365	400	383	383	383	459
Non-Resident	425	450	450	450	450	540
Decorating 6-10 pm w/ Sat Rental	100	125	125	125	125	150
WEEKEND FEES (Sat and Sun) - # Rentals	25	33	38	35		
One Floor						
Resident	650	675	659	659	659	790
Non-Resident	775	775	775	775	775	930
Two Floors						
Resident	775	900	850	850	850	1,020
Non-Resident	900	1,000	1,000	1,000	1,000	1,200
SUNDAY SPECIAL 6 HOURS MAXIMUM	18	15	19	24		
Resident	N/A	325	319	319	319	383
Non-Resident	N/A	375	375	375	375	450
SECURITY DEPOSIT						
All Rentals	300	300	300	300	300	300

FACILITY	Memorial Hall 2028	MC Senior Ctr 2028	Skwiat Post	American Legion #37	St. Joseph Hall
PHONE	219-873-1506	219-873-1506	219-879-9827	219-879-9801	219-879-9454
LOCATION	Michigan City	Michigan City	Michigan City	Michigan City	Michigan City
EM/WEB	parks.michigancityin.gov	parks.michigancityin.gov	americanlegion451@gmail.com	Ind.legionp37@gmail.com	saintjosephclub@gmail.com
YEAR	2026	2026	2026	2026	2026
Rental Fee	$1020/$1200	$1020/$1200	$100/hr	$450	varies on size and packages
Security Deposit	$300	$300	$100	$250	$100
Capacity	300	300	300-400	300	300
Insurance Req'd	No	No	No	No	Yes
Comments	Use own caterer/bar	Use own caterer/bar	Fee varies on if outside caterer is providing food, renting party provides food, etc.	Must use their bar, OR caterer. $40 p/hr member $50 p/hr non-member rental fee on weekdays	Must use their bar, can use their caterer or can bring in own food, use of Kitchen add'l $100

FACILITY	Patricia J. Smith Hall	Cummings Lodge	Trinity Hall & Banquet Center	Duneland Falls	Silver Palace
PHONE	219-325-8315	219-326-9600	219-926-1282	219-688-0352	219-363-0910
LOCATION	Laporte	Laporte	Chesterton	Chesterton	LaPorte
EM/WEB	laportecountyparks.org	laporteparkandrec.com	stpatsparish.org/hall	https://www.dunelandfalls.com/index.htm	silverpalacebanquets.com
YEAR	2026	2026	2026	2026	2026
Rental Fee	$335 + tax WE & Holidays, $250 + tax Fridays, 150 + tax WD	$450 WE & Holidays, $375 + tax Fridays, $210 + tax WD	$1,800	$2,000 booking deposit; rates included in per-person fee	$400 (small room min 75 guests); $1,000 (large room min 150 guests
Security Deposit	$100 (Refundable Cleaning Fee)	50% of rental fee	$500	$500	included in rental
Capacity	Banquet seating: 88; Theater seating:120	up to 99	450	Various rooms; range from 260-800	350
Insurance Req'd	No	No	No	No	No
Comments	Includes kithcen, patio, and deck area		Bar and catering available. Planner available upon request.	Security Guard Fee: $210.00 Bartender Fee: $110.00 each (1 bartender per 100 guests); catering available	multiple food packages range from $34-$54 per person; Bartender fee:$125 per bartender; Security fee: $45/hour

Orak Shrine	Barrelhouse The Venue	Heston Hills-Galena Room
219-363-0911	219-243-7184	219-778-9595
Michigan City	Michigan City	Michigan City
https://www.orakshrine.org/	https://barrelhousethevenue.com	https://hestonhills.com/events/
2026	2026	2026
$750	WD: $600-$1,500 depending on event WE $2,600-$4,000 depending on time of year	$1,000 Wedding Ceremony; $75-$95 per person for reception
$250	included in rental fee	included in rental fee
seated:550; standing 600	Seating 200; capacity 300	300
No	Yes	No
Day-prior decorating for $250; sound/lighting system $50/hr, Monday – Thursday (holidays excl) Fee Waived if FULL CATERED MEAL purchased; setup/cleaning add. $150	Includes bar space, tables/chairs, bridal suite, serup/tear down Hourly rates available for smaller events	Patio access, flexible floor plans, Full Bar/Lounge On-Site Catering Service

Michigan City Parks and Recreation Department
100 E. Michigan Blvd. / Suite 2, Michigan City, IN 46360-3293
Phone: (219) 873-1506 / Email: https://parks.michigancityin.gov/

Cindy (219) 873-1406 Ext.1

2028 KRUEGER MEMORIAL HALL RENTAL AGREEMENT

Contract form approved by the Michigan City Park Board on _____

☐ Private Function ☐ Ticket Event with Alcohol ☐ Ticket Event with 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 the 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:_____

PRIMARY PHONE: (_____) _____ EMAIL: _____

ADDRESS: _____ CITY, STATE, & ZIP: _____

Herein referred to as "Lessee".

LESSOR: MICHIGAN CITY, INDIANA, PARKS AND RECREATION DEPARTMENT

- **Security Deposit: $300.00** Date: _____ Receipt #: _____
  Received by: _____
- **Rental Fee:** _____ Date: _____ Receipt #: _____
  Received by: _____
- **Decorating Fee:** _____ Date: _____ Receipt #: _____
  Received by: _____
- **Change to Floor Plans or Times after this date** _____ will incur a $100.00 fee:
- **Late Change Fee:** _____ Date: _____ Receipt #: _____
  Received by: _____

Officer Required: ☐ YES ☐ NO

Required Due To: ☐ 100 or more guests ☐ Serving Alcohol ☐ Wedding / Reception

Lessee will be responsible for providing us with the following information upon signing the agreement (if applicable):

- Certificate of Liability Insurance received _____
- Law Enforcement Officers Name _____ Badge #: _____
  Law Enforcement Agency _____ Phone #: _____

WITNESSETH THAT:

1. The Lessor leases a portion of Krueger Memorial Hall, including parking lot use, to the Lessee for the specified dates.

SPACE
- ☐ One Floor
  - ☐ Upper
  - ☐ Lower
- ☐ Two Floors
- ☐ Prior Day Decorating **(6:00-10:00 PM)**
- ☐ Sunday Special **(6-HOUR MAX)**

DATE: _____
Event type: _____
Time in/out: _____
# of guests: _____

2. **FEES:** The Lessor allows the Lessee exclusive use of the space upon payment of a reservation fee of $_____ **AND a $300 security deposit**. Security deposit refundable 4-6 weeks post-rental if no damage is done.
3. **RESERVATION TERMS: The security deposit and signed agreement must be submitted within ten days of making the reservation. The remaining balance is due sixty (60) days before the rental date.** Failure to make these payments may result in forfeiture of the reservation. The Lessor reserves the right to retain the security deposit and make the rental date available for others if the payment is not received on time.
4. **DECORATING/SET-UP:** For an additional fee, the hall may be rented for decorating and set-up on the Friday before a Saturday event during the hours of 6 pm and 10 pm only. Alcohol is not allowed during this time.
5. **MINIMUM AGE:** Renters must be at least eighteen (18) years old and provide valid identification.

6. **HOURS OF USE:** The facility is available from 8:00 a.m., but arrival must be scheduled with the Park Office at least fourteen (14) days prior. Weekend events must end by midnight, and the hall must be cleared by 1 a.m. Weekday events must end by 11 pm, and the hall must be cleared by midnight.
7. **FOOD:** The Lessor is not responsible for any food or drinks delivered early or left after the event.
8. **DECORATIONS:** Only freestanding decorations are allowed. Nothing can be affixed to the walls, ceiling, windows, doors, etc.
    a. Prohibited items include untethered balloons, open-flame candles, confetti, glitter
    b. Bird seed and rice may not be thrown
    c. The use of ladders is strictly prohibited.
9. **CLEAN-UP:** All personal property must be removed from the premises at the conclusion of the event. The Lessee is responsible for kitchen cleanup and decoration removal. All trash must be bagged and deposited in the dumpster. *Cleaning products are not supplied.* If the facility is not cleaned the renter will be billed for time and materials and the amount will be deducted from the renter's security deposit.
10. **FURNISHINGS:** The Lessor's attendant will assist in setting up tables and chairs. Indoor and outdoor furniture must not be moved. This includes moving upstairs furniture downstairs/outside and vice versa. Lessee must supply table coverings. The facility does not have a stove available for use. The UPPER FLOOR has 18 round plywood tables, 15.6 ft banquet tables, 154 chairs. The LOWER FLOOR has 18 round tables, 12.6 ft banquet tables and 156 chairs. There is also (1) 10 ft serving table available for Lessee's use.
11. **SECURITY:** A uniformed law enforcement officer with jurisdiction in La Porte County must be present at weddings and wedding receptions, events with 100 or more guests, or events serving alcohol. The officer must be on duty at the beginning of the event and remain on duty until everyone in the rental party has left the building and the doors are locked by staff. It is the responsibility of the Lessee to arrange for the presence of the law enforcement officer. Additionally, a security form signed by the officer working the event must be submitted to the park Office at least fourteen (14) days prior to the event.
12. **SMOKING**: Smoking, including vapor devices, is prohibited inside the hall and is only permitted outside in the designated smoking area pursuant to Michigan City Common Council Ordinance No. 4792.
13. **BUILDING CAPACITY:** Attendance must not exceed the building's capacity as mandated by the State Fire Marshal.
14. **COMPLIANCE AND INDEMNIFICATION:** The Lessee must follow all United States and Indiana State laws, City of Michigan City ordinances, and the rules and regulations of the Lessor (which are included in this agreement). They must not allow anything to be done in violation of these laws and rules. If the Lessee breaks any terms of this agreement, the Lessor has the right to end the agreement immediately without notice or refund. The Lessor can also take legal action to recover court costs and attorney fees.

    The Lessee gives up any claims against the LESSOR/CITY/PARK, including costs and damages resulting from this agreement, on their behalf or on behalf of others. The Lessee must compensate and protect the LESSOR/CITY/PARK from any losses resulting from their negligence or the negligence of their agents, employees, or representatives during this agreement.

    The Lessee agrees to be jointly and severally liable for any injuries or damages resulting from this agreement. This extends to any injuries or damages caused by the Lessee, their agents, employees, or representatives to any person or property. The Lessee's obligation to compensate and protect the LESSOR/CITY/PARK includes attorney fees and costs when the LESSOR/CITY/PARK participates in defending claims or demands made by the Lessee.
15. **CANCELLATIONS:** Cancellations must be requested in writing at least sixty (60) days prior to the rental date. No refunds or rain checks will be provided for bad weather or late cancellations. Please note that the Lessor has the right to cancel this Agreement with or without notice and refund all payments if the facility becomes unavailable due to a physical condition or emergency declaration.
16. **DISCOUNTS:** Full-time employees of the City of Michigan City or the Michigan City Area Schools are eligible for a one-time ten percent (10%) discount per calendar year on a single facility rental (not one rental per facility), excluding the Sunday Special. Proof of employment, such as a recent pay stub, is required.
17. **ADMISSION FEES, TICKETS, DONATIONS, ETC.:** No ticket sales, admission charges, or donations shall be permitted at Krueger Memorial Hall without the express consent of the Lessor. Any party wishing to conduct such activities must submit a formal written request to the Park Superintendent for approval at least sixty (60) calendar days prior to the scheduled event. Failure to comply with this requirement may result in the denial of the request.
18. **INSURANCE:**

    Private Functions: The Lessor is not insured for "Host Liquor Liability." If alcohol is served, it's recommended that the Lessee acquire host liquor liability coverage.

    Ticketed Events with Alcohol: The Lessor is not insured for "Host Liquor Liability." The Lessee must provide a certificate of commercial general liability and liquor liability insurance, naming the City of Michigan City as an additional insured with liability limits of at least $1,000,000, thirty (30) days prior to the event. The Lessee MUST comply with paragraph (14) above regarding alcoholic beverages.

    Non-Ticketed Events with cash bar: The Lessor is not insured for "Host Liquor Liability." The Lessee must provide a certificate of commercial general liability and liquor liability insurance, with liability limits of at least $1,000,000. Lessee must also provide a catering license, excise event permit and a license for bartender, thirty (30) days prior to the event. The Lessee MUST comply with paragraph (14) above regarding alcoholic beverages.

    Ticketed Events without Alcohol: The Lessee must provide a certificate of commercial general liability, naming the City of Michigan City as an additional insured with liability limits of at least $1,000,000, thirty (30) days prior to the event.

19. **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 the occurrence form, is required for the 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 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 the Licensee and 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 as additional insured on a primary and non-contributory basis with a combined single limit of $1,000,000. It 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. Such a policy shall not be canceled, 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.

19. **RIGHT OF REFUSAL:** The Lessor reserves the right to refuse to rent the facility for any matter not covered by the rules and regulations in this Agreement.

LESSEE: I agree to the terms and conditions above. 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 ☐ I INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: _____ Date: _____

Security Requirement Form

Krueger Memorial Hall, Michigan City Senior Center, North Pointe Pavilion

Rental Facility: _____ Rental Date: _____

Name on Reservation: _____ Phone: _____

Event: _____ Time: _____

SECURITY: A uniformed Michigan City Police Officer, or if unavailable, a Law Enforcement Officer with jurisdiction in LaPorte County, must be on the premises **THE ENTIRE TIME** 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.

Michigan City Police Department - 219-874-3221 / 1201 E Michigan Blvd, Michigan City, IN 46360

I have completely read and understand the above security requirements:

_____ _____

Signature of Officer Working Event Badge Number

_____ _____

Officer's Printed Name Phone Number

_____ _____

MCPRD Office Staff Verified Employment with the Department Date

**** Please take this form to the Michigan City Police Department approximately two months prior to the event. ****

_____

MONTH

This form must be completed, signed, and submitted to the Park Office at City Hall at least ten (10) calendar days before the event. It may also be emailed to parkandrec@emichigancity.com or delivered to 100 E. Michigan Boulevard, Michigan City, IN 46360.

MEMORIAL HALL

NAME: _____

PRIMARY PHONE: (____) _____ SECONDARY PHONE: (____) _____

EMAIL: _____

EVENT TYPE: ☐ Private Function ☐ Ticket Event with Alcohol ☐ Ticket Event with No Alcohol

SPACE
- ☐ One Floor
  - ☐ Upper
  - ☐ Lower
- ☐ Two Floors
- ☐ Friday Decorating (6:00-10:00 PM)
- ☐ Sunday Special (6-HOUR MAX)

DAY
- ☐ Monday
- ☐ Tuesday
- ☐ Wednesday
- ☐ Thursday
- ☐ Friday
- ☐ Saturday
- ☐ Sunday

DATE: _____

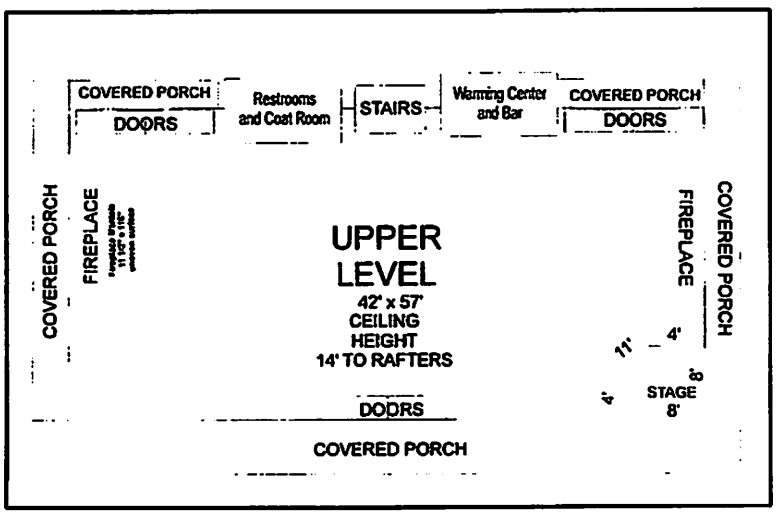
Event type: _____

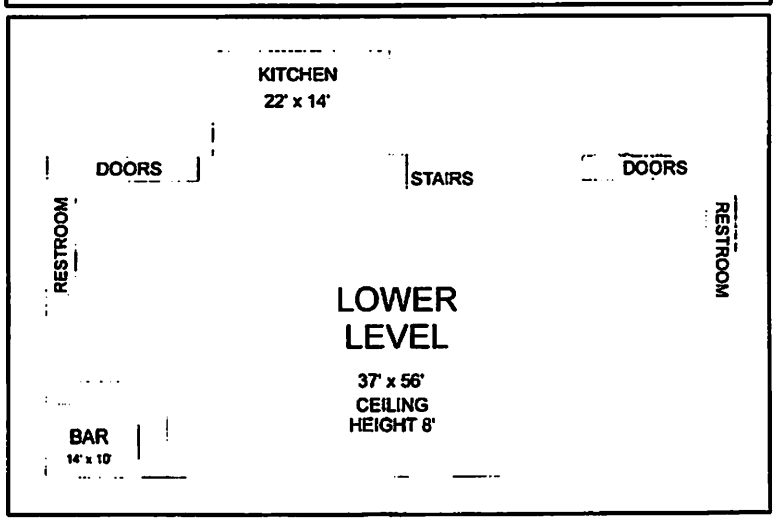
Time in/out: _____

# of guests: _____

Officer Required: ☐ YES ☐ NO ☐ CONFIRMED WITH PARK OFFICE

Required Due To: ☐ 100 or more guests ☐ Serving Alcohol ☐ Wedding / Reception





NOTES: _____

_____

_____

_____

_____

_____

Changes to floor plans or times of event after this date _____ will incur a $100 fee.

Renter's Signature **Date**

_____ _____

MEMORIAL HALL SITE INSPECTION

PRE-INSPECTION DATE: _____ TIME: _____ AM / PM

INSPECTED BY PARK DEPARTMENT EMPLOYEE

NAME: _____ SIGNATURE: _____

INSPECTION BY LESSEE

NAME: _____ SIGNATURE: _____

DAMAGE FOUND PRIOR TO RENTAL EVENT: _____

_____

_____

POST-INSPECTION DATE: _____ TIME: _____ AM / PM

INSPECTED BY: _____, MCPRD

☐ CLEAN-UP COMPLETED

- ☐ DISPOSED OF TRASH ITEMS (PAPER, TABLE COVERS, DECORATIONS, ETC.)
- ☐ CLEAN-UP OF PARKING AREA, PATIO, AND GROUNDS
- ☐ THOROUGH CLEANING OF KITCHEN

☐ DAMAGE (COMPLETE EXPLANATION): _____

_____

_____

COMMENTS FROM MCPRD EMPLOYEE: _____

_____

_____

_____

☐ RECOMMEND REFUND OF SECURITY DEPOSIT
☐ DO NOT RECOMMEND REFUND OF SECURITY DEPOSIT

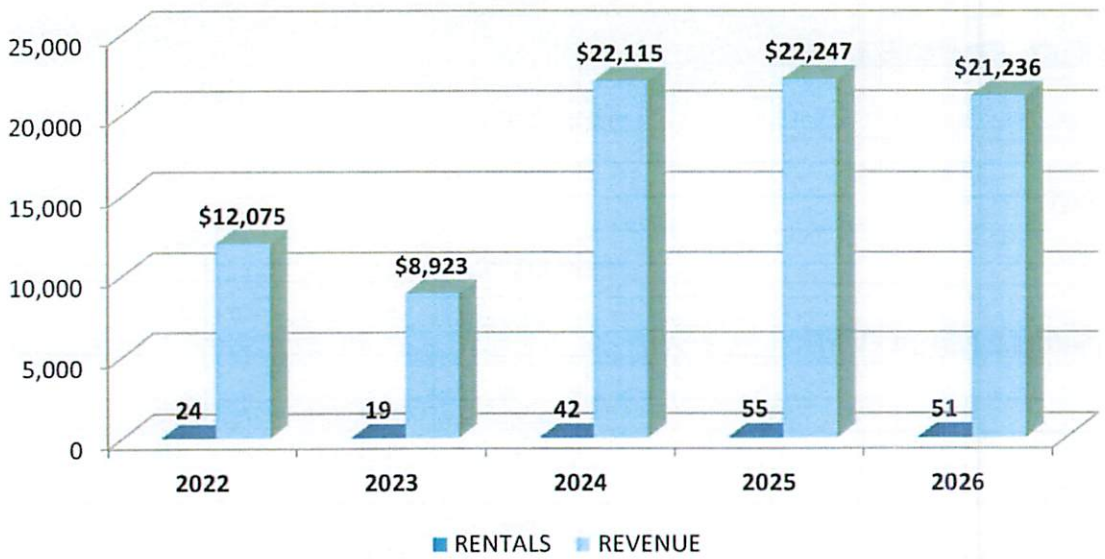
COMMENTS FROM LESSEE: _____

_____

_____

_____

MICHIGAN CITY SENIOR CENTER RENTALS



- ***2026 Reservations***
  - 24 resident rentals (75%)
  - 8 non-resident rentals (25%)
  - 37 paid rentals
  - 18 unpaid reservations (city events, meetings and programs)

Annual Costs	2024	2025	2026
365 days per year/rentals	42	55	51
percentage of days	11%	15%	14%
gas	$608	$665	$1,082
electric	$910	$799	$1,295
water	$78	$71	$106
sewer	$150	$137	$198
labor	$6,685	$7,990	$8,655
TOTAL	$8,431	$9,662	$11,337
REVENUE	$22,115	$22,247	$21,236
NET	**$13,684**	**$12,585**	**$9,899**

Recommendation: Increase fees 20% to cover rising operating costs

FACILITY	2022	2023	2024	2025	2026	2027	Proposed 2028
WEEKDAY FEES (Mon-Thurs after 4 pm) - # Rentals	1	0	2	8	6		20% Increase
Half Facility							
Resident	175	175	175	191	191	191	230
Non-Resident	N/A	N/A	225	225	225	225	270
Whole Facility							
Resident	350	350	200	213	213	213	255
Non-Resident	N/A	N/A	250	250	250	250	300
FRIDAYS (After 4 pm) - # Rentals	3	2	9	7	10		
Half Facility							
Resident	N/A	N/A	275	276	276	276	335
Non-Resident	N/A	N/A	325	325	325	325	390
Whole Facility							
Resident	N/A	N/A	400	383	383	383	460
Non-Resident	N/A	N/A	450	450	450	450	540
Decorating 6-10 pm w/Sat Rental	100	100	125				
WEEKEND (Sat and Sun) - # Rentals	13	13	23	35	32		
Half Facility							
Resident	500	500	675	659	659	659	791
Non-Resident	625	625	775	775	775	775	930
Whole Facility							
Resident	900	900	900	850	850	850	1,020
Non-Resident	1,100	1,100	1,000	1,000	1,000	1,000	1,200
SUNDAY SPECIAL 6 HOURS MAXIMUM	7	4	8	5	3		
Resident	N/A	N/A	325	319	319	319	385
Non-Resident	N/A	N/A	375	375	375	375	450
RESERVED PARKING LOT - 77 SPACES							
	N/A	N/A	N/A	N/A	N/A	N/A	200
SECURITY DEPOSIT							
All Rentals	300	300	300	300	300	300	300

Michigan City Parks and Recreation Department
100 E. Michigan Blvd. / Suite 2, Michigan City, IN 46360-3293
Phone: (219) 873-1506 / Email: parkandrec@emichigancity.com

Cindy (219) 873-1406 Ext.1

2028 SENIOR CENTER RENTAL AGREEMENT

Contract form approved by the Michigan City Park Board on _____

☐ Private Function ☐ Ticket Event with Alcohol ☐ Ticket Event with 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 the 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:_____PRIMARY PHONE: (_____) _____ EMAIL: _____

ADDRESS: _____CITY, STATE, & ZIP: _____

Herein referred to as "Lessee".

LESSOR: MICHIGAN CITY, INDIANA, PARKS AND RECREATION DEPARTMENT

- Security Deposit: **$300.00** Date: _____ Receipt #: _____
  Received by: _____
- Rental Fee: _____ Date: _____ Receipt #: _____
  Received by: _____
- Decorating Fee: _____ Date: _____ Receipt #: _____
  Received by: _____
- **Change to Floor Plans or Times after this date** _____ will incur a $100.00 fee:
- **Late Change Fee**: _____ Date: _____ Receipt #: _____
  Received by: _____

Officer Required: ☐ YES ☐ NO
Required Due To: ☐ 100 or more guests ☐ Serving Alcohol ☐ Wedding / Reception

Lessee will be responsible for providing us with the following information upon signing the agreement (if applicable):

- Certificate of Liability Insurance received _____
- Law Enforcement Officers Name _____ Badge #: _____
  Law Enforcement Agency _____ Phone #: _____

WITNESSETH THAT:

1. The Lessor leases a portion of the Michigan City Senior Center, including parking lot use referred to in item 23, to the Lessee for the specified dates.

   SPACE **DATE:** _____
   ☐ Half Facility
   ☐ Whole Facility **Event type:** _____
   ☐ Prior Day Decorating **(6:00-10:00 PM)** **Time in/out:** _____
   ☐ Sunday Special **(6-HOUR MAX)** **# of guests:** _____

2. **FEES:** The Lessor allows the Lessee exclusive use of the space upon payment of a reservation fee of $_____ and a $300 security deposit, refundable 4-6 weeks post-rental if no damage is done.
3. **RESERVATION TERMS:** The security deposit and signed agreement must be submitted within ten (10) days of making the reservation. The remaining balance is due sixty (60) days before the rental date. Failure to make these payments may result in forfeiture of the reservation. The Lessor reserves the right to retain the security deposit and make the rental date available for others if the payment is not received on time.

4. **DECORATING/SET-UP:** For an additional fee, the hall may be rented for decorating and set-up on the Friday before a Saturday event. Alcohol is not allowed during this time.
5. **MINIMUM AGE:** Renters must be at least eighteen (18) years old and provide valid identification.
6. **HOURS OF USE:** The facility is available for rentals Monday through Friday, starting at 5:00 PM and from 8:00 AM on Saturdays and Sundays. You must schedule your arrival with the Park Office at least fourteen (14) days before your rental date. All events must conclude by midnight, and the Senior Center must be vacated and locked by 1:00 AM.
7. **FOOD:** The Lessor is not responsible for any food or drinks delivered early or left after the event.
8. **DECORATIONS:** Only freestanding decorations are allowed. Nothing can be affixed to the walls, ceiling, windows, doors, etc.
    a. Prohibited items include untethered balloons, open-flame candles, confetti, and glitter.
    b. Bird seed and rice may not be thrown
    c. The use of ladders is strictly prohibited.
9. **CLEAN-UP:** All personal property must be removed from the premises at the conclusion of the event. The Lessee is responsible for kitchen cleanup and decoration removal. All trash must be bagged and deposited in the trash receptacles. *Cleaning products are not supplied.* If the facility is not cleaned, the renter will be billed for time and materials, and the amount will be deducted from the renter's security deposit.
10. **FURNISHINGS:** <u>The tables cannot be moved</u>. Lessors will assist in adjusting tables from the round to the square setting. Lessors will also adjust the number of chairs at each table according to the agreed-upon floor plan. There are 300 chairs, 40 tables (5' diameter when in a round setting), and 20 8' banquet tables available. Once the floor plan is completed with the assistance of our caretaker, no further changes or modifications can be made without reasonable notice. Banquet tables are available upon request and can be placed according to the Lessee's preference. Furniture must not be moved outside. Lessee must supply table coverings.
11. **SECURITY:** A uniformed law enforcement officer with jurisdiction in La Porte County must be present at weddings and wedding receptions, events with 100 or more guests, or events serving alcohol. The officer must be on duty at the beginning of the event and remain on duty until everyone in the rental party has left the building and the doors are locked by staff. It is the responsibility of the Lessee to arrange for the presence of the law enforcement officer. Additionally, a security form signed by the officer working the event must be submitted to the Park Office at least fourteen (14) days prior to the event.
12. **SMOKING:** Smoking, including vapor devices, is prohibited inside the hall and is only permitted outside in the designated smoking area pursuant to Michigan City Common Council Ordinance No. 4792.
13. and within eight (8) feet of any entrance or exit.
14. **BUILDING CAPACITY:** Attendance must not exceed the building's capacity as mandated by the State Fire Marshal.
15. **OFF-LIMITS AREAS:** The following areas are 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 room. The piano is not to be used or moved. No furnishings or decorations belonging to Michigan City Seniors, Inc. are to be used or moved without specific written permission from the Michigan City Seniors, Inc. Advisory Board.
16. **COMPLIANCE AND INDEMNIFICATION:** The Lessee must follow all United States and Indiana State laws, City of Michigan City ordinances, and the rules and regulations of the Lessor (which are included in this agreement). They must not allow anything to be done in violation of these laws and rules. If the Lessee breaks any terms of this agreement, the Lessor has the right to end the agreement immediately without notice or refund. The Lessor can also take legal action to recover court costs and attorney fees. The Lessee gives up any claims against the LESSOR/CITY/PARK, including costs and damages resulting from this agreement, on their behalf or on behalf of others. The Lessee must compensate and protect the LESSOR/CITY/PARK from any losses resulting from their negligence or the negligence of their agents, employees, or representatives during this agreement.
    The Lessee agrees to be jointly and severally liable for any injuries or damages resulting from this agreement. This extends to any injuries or damage caused by the Lessee, their agents, employees, or representatives to any person or property. The Lessee's obligation to compensate and protect the LESSOR/CITY/PARK includes attorney fees and costs when the LESSOR/CITY/PARK participates in defending claims or demands made by the Lessee.
17. **CANCELLATIONS:** Cancellations must be requested in writing at least sixty (60) days prior to the rental date. No refunds or rain checks will be provided for bad weather or late cancellations. Please note that the Lessor has the right to cancel this Agreement with or without notice and refund all payments if the facility becomes unavailable due to a physical condition or emergency declaration.
18. **DISCOUNTS:** Full-time employees of the City of Michigan City or the Michigan City Area Schools are eligible for a one-time ten percent (10%) discount per calendar year on a single facility rental (not one rental per facility), excluding the Sunday Special. Proof of employment, such as a recent pay stub, is required.
19. **ADMISSION FEES, TICKETS, DONATIONS, ETC.:** No ticket sales, admission charges, or donations shall be permitted at the Michigan City Senior Center without the express consent of the Lessor. Any party wishing to conduct such activities must submit a formal written request to the Park Superintendent for approval at least sixty (60) calendar days prior to the scheduled event. Failure to comply with this requirement may result in the denial of the request.
20. **INSURANCE:** Private Functions: The Lessor is not insured for "Host Liquor Liability." If alcohol is served, it's recommended that the Lessee acquire host liquor liability coverage. <u>Ticketed Events with Alcohol</u>: The Lessor is not insured for "Host Liquor Liability." The Lessee must provide a certificate of commercial general liability and liquor liability insurance, naming the City of Michigan City as an additional insured with liability limits of at least $1,000,000, 30 days prior to the event. The Lessee MUST comply with paragraph (14) above regarding alcoholic beverages.
    <u>Non-Ticketed Events with cash bar:</u> The Lessor is not insured for "Host Liquor Liability." The Lessee must provide a certificate of commercial general liability and liquor liability insurance, naming the City of Michigan City as an additional insured with liability

limits of at least $1,000,000. Lessee must also provide a catering license, excise event permit and a license for bartender, thirty (30) days prior to the event. The Lessee MUST comply with paragraph 15 above regarding alcoholic beverages.
Ticketed Events without Alcohol: The Lessee must provide a certificate of commercial general liability, naming the City of Michigan City as an additional insured with liability limits of at least $1,000,000, thirty (30) days prior to the event.

21. **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 the occurrence form, is required for the 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 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 the Licensee and 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 as additional insured on a primary and non-contributory basis with a combined single limit of $1,000,000. It 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 canceled, 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.

22. **RIGHT OF REFUSAL:** The Lessor reserves the right to refuse to rent the facility for any matter not covered by the rules and regulations in this Agreement.
23. **PARKING:** Parking is available in lot #3 (the lot directly south and west of the building) at no charge, but parking spaces are not guaranteed and are on a first come, first serve basis. If you would like the south and west lots blocked off exclusively for your event, there is an additional fee. Washington Park closes at 10 p.m. daily, and all entrance gates will be locked at that time. Between 10 p.m. and midnight, your guests will not be able to enter Washington Park

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

☐ I INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: _____ Date: _____

Security Requirement Form

Krueger Memorial Hall, Michigan City Senior Center, North Pointe Pavilion

Rental Facility: _____ Rental Date: _____

Name on Reservation: _____ Phone: _____

Event: _____ Time: _____

SECURITY: A uniformed Michigan City Police Officer, or if unavailable, a Law Enforcement Officer with jurisdiction in LaPorte County, must be on the premises **THE ENTIRE TIME** 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.

Officers are a separate rate from the rental fees, **starting at $55 per hour.** Officers are paid in cash on the night of your event.

Michigan City Police Department - 219-874-3221 // 1201 E Michigan Blvd, Michigan City, IN 46360

I have completely read and understand the above security requirements:

_____ _____

Signature of Officer Working Event Badge Number

_____ _____

Officer's Printed Name Phone Number

_____ _____

MCPRD Office Staff Verified Employment with the Department Date

**** Please take this form to the Michigan City Police Department approximately two months prior to the event. ****

_____

MONTH

This form must be completed, signed, and submitted to the Park Office at City Hall at least ten (10) calendar days before the event. It may also be emailed to pakrandrec@emichigancity.com or delivered to 100 E. Michigan Boulevard, Michigan City, IN 46360.

SENIOR CENTER

NAME: _____

PRIMARY PHONE: (_____) _____ SECONDARY PHONE: (_____) _____

EMAIL: _____

EVENT TYPE: ☐ Private Function ☐ Ticket Event with Alcohol ☐ Ticket Event with No Alcohol

SPACE
- ☐ Half Facility
- ☐ Whole Facility
- ☐ Friday Decorating (6:00-10:00 PM)
- ☐ Sunday Special (6-HOUR MAX)

DAY
- ☐ Monday
- ☐ Tuesday
- ☐ Wednesday
- ☐ Thursday
- ☐ Friday
- ☐ Saturday
- ☐ Sunday

DATE: _____

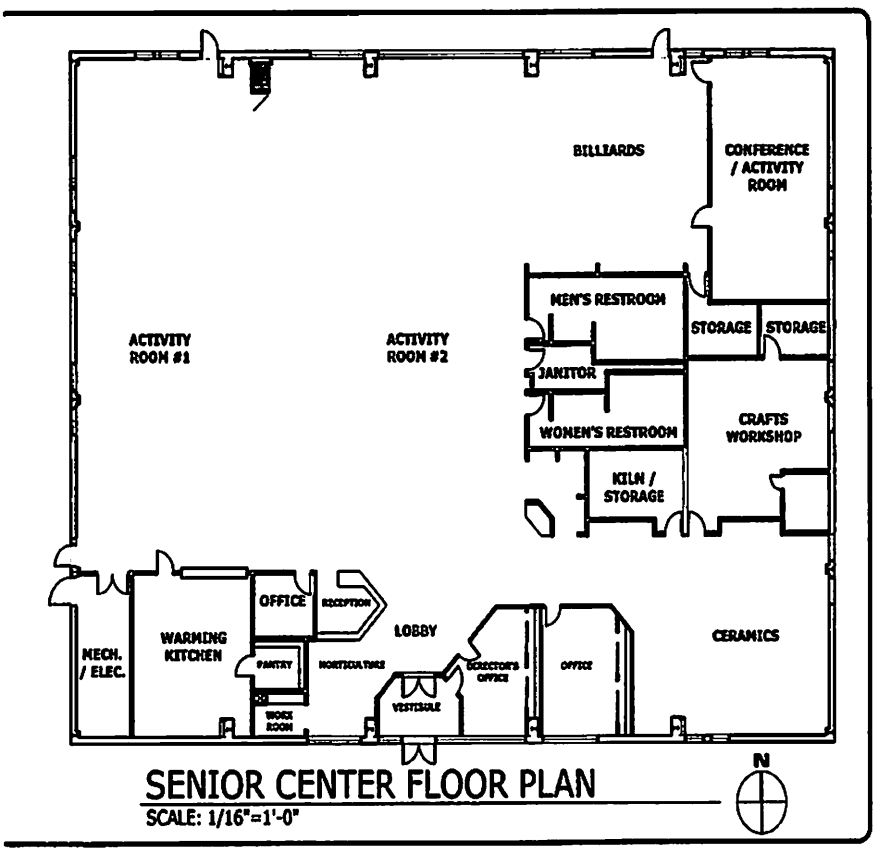
Event type: _____

Time in/out: _____

# of guests: _____

Officer Required: ☐ YES ☐ NO ☐ CONFIRMED WITH PARK OFFICE

Required Due To: ☐ Over 100 guests ☐ Serving Alcohol ☐ Wedding / Reception



SENIOR CENTER FLOOR PLAN

SCALE: 1/16"=1'-0"

NOTES:

_____

_____

_____

_____

_____

_____

Changes to floor plans or times of event after this date _____ will incur a $100 fee.

Renter's Signature **Date**

_____ _____

SENIOR CENTER SITE INSPECTION

PRE-INSPECTION DATE: _____ TIME: _____ AM / PM

INSPECTED BY PARK DEPARTMENT EMPLOYEE

NAME: _____ SIGNATURE: _____

INSPECTION BY LESSEE

NAME: _____ SIGNATURE: _____

DAMAGE FOUND PRIOR TO RENTAL EVENT: _____

_____

_____

POST-INSPECTION DATE: _____ TIME: _____ AM / PM

INSPECTED BY: _____, MCPRD

☐ CLEAN-UP COMPLETED

- ☐ DISPOSED OF TRASH ITEMS (PAPER, TABLE COVERS, DECORATIONS, ETC.)
- ☐ CLEAN-UP OF PARKING AREA, PATIO, AND GROUNDS
- ☐ THOROUGH CLEANING OF KITCHEN

☐ DAMAGE (COMPLETE EXPLANATION): _____

_____

_____

COMMENTS FROM MCPRD EMPLOYEE: _____

_____

_____

_____

☐ RECOMMEND REFUND OF SECURITY DEPOSIT
☐ DO NOT RECOMMEND REFUND OF SECURITY DEPOSIT

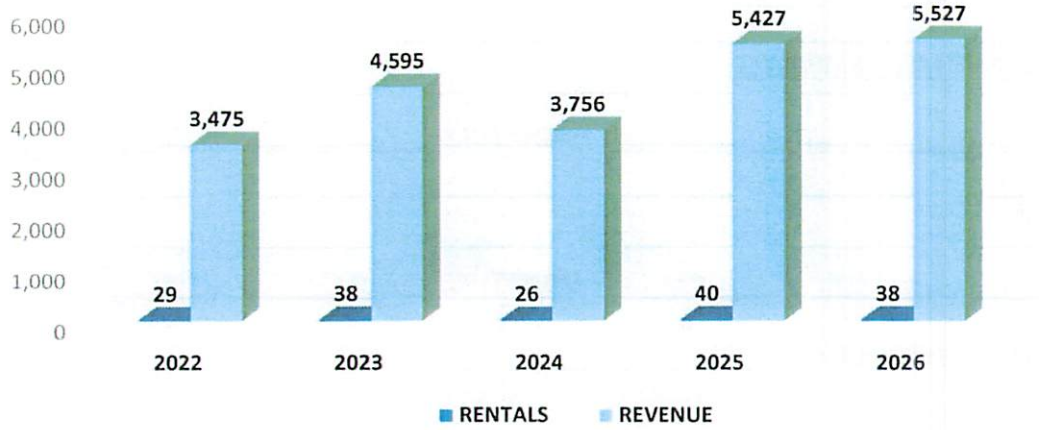
COMMENTS FROM LESSEE: _____

_____

_____

_____

WASHINGTON PARK PICNIC SHELTER RENTALS



- ***2025 Reservations***
  - 21 resident rental (55%)
  - 17 non-resident rentals (45%)

Proposed fees

LARGE SHELTERS	2022	2023	2024	2025	2026	2027	Proposed 2028
Resident	150	150	150	213	213	213	213
Non-Resident	250	250	250	250	250	250	250

WASHINGTON PARK BANDSTAND RENTALS

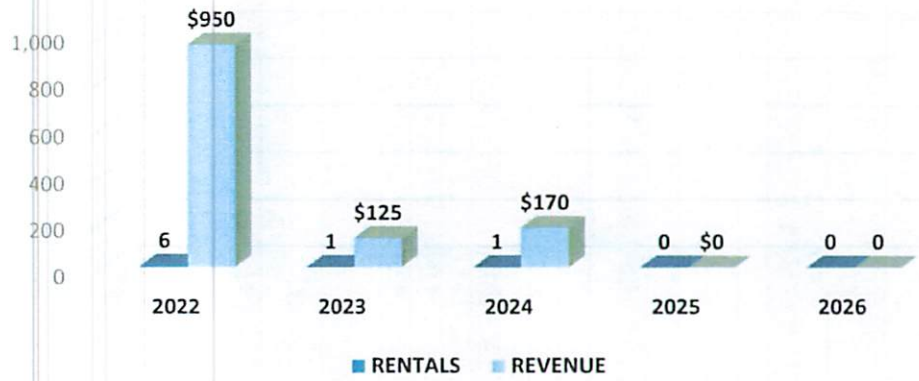


Proposed fees

WASH PARK BAND STAND	2022	2023	2024	2025	2026	2027	Proposed 2028
Resident	125	125	125	170	170	170	170
Non-Resident	200	200	200	200	200	200	200

NOTE: The Washington Park Bandstand was closed in 2024 for construction

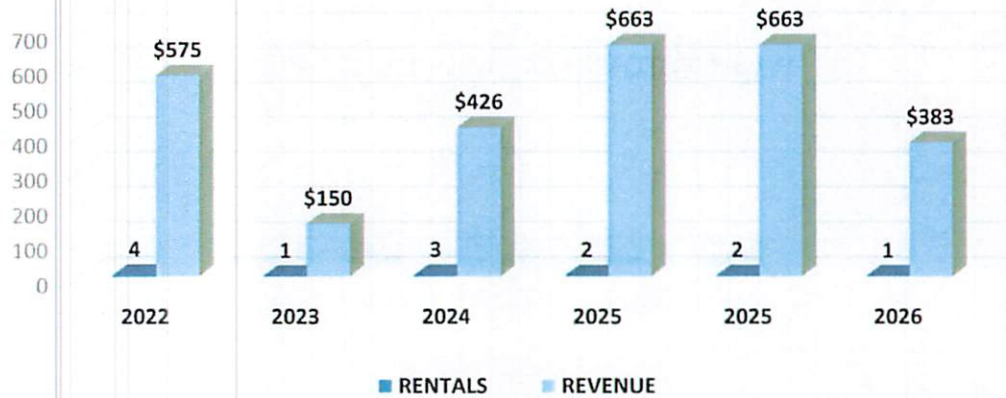
MILLENNIUM PLAZA RENTALS



Proposed fees

MILLENNIUM PLAZA	2022	2023	2024	2025	2026	2027	Proposed 2028
Resident	125	125	125	170	170	170	170
Non-Resident	200	200	200	200	200	200	200

GUY FOREMAN BICENTENNIAL AMPHITHEATER RENTALS



Proposed fees

AMPHITHEATER	2022	2023	2024	2025	2026	2027	Proposed 2028
Resident	150	150	150	213	213	213	213
Non-Resident	250	250	250	250	250	250	250
Security Deposit	300	300	300	300	300	300	300
Green Room/Restrooms Res	200	200	200	170	170	170	170
Green Room/Restrooms N/R	200	200	200	200	200	200	200

	MICHIGAN CITY	LAPORTE CITY	LAPORTE CO.	CHESTERTON	VALPARAISO	LAKE CO
	(219) 873-1506	(219) 326-9600	219-325-8315	(219) 926-3000	(219) 462-5144	(219) 755-3685
	FAX 873-1540	FAX 326-7566	FAX 325-8317	FAX 929-1428	FAX 465-0098	FAX 945-0452
LARGE SHELTERS	**2026**	**2026**	**2026**	**2026**	**2026**	**2026**
Resident	$213	$150 - 200 ppl	Cap range: 60-150; $85-165 WE/Holidays and $37.50-75 WD	Capacity: 150; $70	capacity range: 48-128; cost: $110-$150	$225 wk ends
Non-Resident	$250	$150 - 200 ppl	Cap range: 60-150; $85-165 WE/Holidays and $37.50-75 WD	Capacity: 150; $70	capacity range: 48-128; cost: $110-$150	$85 wk days
Utility Fee	INCL	N/A	INCL	N/A	INCL	N/A
SMALL SHELTERS						
Resident	$64	$75 - 50-75 ppl	NO LONGER RENT	Capcity 30-50; $40-$50	$110	$100 wk ends
Non-Resident	$75	$75 - 50-75 ppl	1ST COME ONLY	Capcity 30-50; $40-$50	$110	$40 wk days
Utility Fee	INCL	N/A	INCL	N/A	INCLUDED	N/A
AMPHITHEATER						
Resident	$213	$675	N/A	N/A	N/A	N/A
Non-Resident	$250	$675	N/A	N/A	N/A	N/A
Security Deposit	$300	50% of rental fee, not included	N/A	N/A	N/A	N/A
GAZEBO						
Resident	$170 - 2 hours	$60 - 2 hours	$150 (WE) $75 (WD)	N/A	$190-$230 -1hr 45 min rental	$267.50 - 2 hours
Non-Resident	$200 - 2 hours	$60 - 2 hours	$75 (1/2 WD)	N/A	$190-$230 -1hr 45 min rental	$267.50 - 2 hours
Utility Fee	INCLUDED	N/A	INCL	N/A	N/A	N/A
PICNIC TABLES						
Per Table Per Day	$5	N/A	N/A	N/A	N/A	N/A

Michigan City Parks and Recreation Department
100 E. Michigan Blvd. / Suite 2
Michigan City, IN 46360-3293
Phone (219) 873-1506 * https://michigancityin.gov

2028 WASHINGTON PARK RENTAL AGREEMENT

Contract form approved by the Michigan City Park Board ____

Name: _____ Phone: (_____) _____

Address: _____ E-Mail Address: _____

City, State, Zip: _____

FACILITY:

- ☐ Old Bandstand (2-hour rental)
- ☐ Millennium (2-hour rental)
- ☐ Shelter (specify) _____

Date: _____ Times: _____

Event type: _____ Attendance: _____

RENTAL FEES

Rental Fee $ _____ Date Paid _____ Receipt Number _____

Signed (office use) _____ Date _____

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

SPECIAL EVENT

- ☐ There is not a special event scheduled in Washington Park on your rental date as of the date of your reservation. Please note events may be scheduled after you book your reservation.
- ☐ There is a special event scheduled in Washington Park on your rental date. _____

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

RESERVATION TERMS: All fees must be paid, and a signed rental agreement submitted at the time of your reservation. Reservations must be made a MINIMUM of fourteen (14) calendar days in advance for staffing purposes. Your rental agreement must be taken to the rental facility as proof of your reservation. Our park security will confirm your reservation.

1. **MINIMUM AGE:** You must be 18 years of age to rent any park facility.
2. **HOURS OF USE:** The rental period is from 8 a.m. to 9 p.m. CST. Washington Park is open from 5 a.m. to 10 p.m. CST daily.
3. **COMPLIANCE AND INDEMNIFICATION:** The Lessee must follow all applicable federal and state laws, 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 waives, releases, and discharges on behalf of himself/herself, or by any other person or entity acting on his/her behalf or on their own behalf, including but not limited to assignors, heirs, executors, and administrators, the City of Michigan City and Michigan City Parks and Recreation Department ("MCPRD") from any and all claims or demands, liens, rights, costs, expenses, and other related items of damage or actions of any kind on account of, growing out of, or which may result from this Agreement. Lessee shall indemnify and hold harmless the City of Michigan City and MCPRD for all loss to the City of Michigan City and MCPRD resulting from the negligence of the Lessee or any of its agents, servants, employees, and/or representatives in the performance of this Agreement, which arise or in the future may arise. Lessee agrees to assume all liability, jointly and severally, for any and all injuries or damages that may be incurred in

the performance of this Agreement, and for those injuries or damages that Lessee, or any of its agents, servants, employees, and/or representatives may cause to any person or property. It is expressly intended that such indemnification and hold harmless obligation shall extend to include attorney fees and any costs incurred by the participation by the City of Michigan City and MCPRD in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Lessee.

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 sixty (60) calendar days prior to your rental date. No rain dates 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 or emergency declaration.
5. **ALCOHOL:** If alcoholic beverages are to be served, they must remain within the general area of your event, above, in compliance with Michigan City Code of Ordinances Chapter 82, Sections 82-62 through 82-65, Consumption of Alcoholic Beverages and use of containers in Washington Park. You may not sell or give alcoholic beverages to the general public in the area of your event.
6. **NO GLASS:** Glass containers of any kind are strictly prohibited.
7. **NO FIRES/GRILL USE:** Ground fires are strictly prohibited. Please be sure charcoal from your grill is cooled and deposited in proper receptacles. Grilling or cooking of any kind is strictly prohibited on Park picnic tables.
8. **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. All personal property must be removed from Washington Park at the conclusion of the event.
9. **ELECTRIC USE:** Electric is included in your rental fee. Outlets are only for use of small radios, coffee pots, food warmers and similar equipment that does not exceed a maximum of 20 amps.
10. **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.
11. **PARKING:** Discounted parking passes or codes 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; Park 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. Driving on lawn areas to unload and load is STRICTLY PROHIBITED.
12. **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.
13. **SPECIAL REQUESTS:** Any special requests must be submitted in writing to the Park Superintendent for approval no later than thirty (30) calendar days prior to your rental date.
14. **INSURANCE:** You hereby acknowledge notice that the Park Department is not insured for "Host Liquor Liability" coverage. If you furnish alcoholic beverages at your event, you are strongly urged to acquire host liquor liability coverage. In any event you hereby agree to indemnify and hold harmless MCPRD, the Parks and Recreation Board, and the City of Michigan City, from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of your use of these premises and to indemnify and hold said parties harmless from and against any judgment based on any such claims.
15. **DISCOUNTS:** Full-time employees of the City of Michigan City or the Michigan City Area Schools shall be entitled to a ten percent (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. **TENTS:** Canopy type tents are permitted (no sides). However, they may not be staked into the ground to prevent damage to our underground electric, gas, and irrigation systems.

I have read and completely understand the above agreement. I affirm under the pains and penalties of perjury that the aforementioned information is true to the best of my knowledge, and that all information submitted with this application, including but not limited to my Certificate of Insurance, is true and accurate. I understand that any false or misleading information, omission, or misrepresentation may result in the denial or revocation of this application and/or the City seeking any additional legal remedies.

Signed_____ Date_____

Printed Name_____

PARKING PASSES ($10 each)

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

Pass number _____ through pass number _____