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 10/21/26

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.