**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 10/21/26*

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. _____