

2027 SENIOR CENTER RENTAL AGREEMENT

Contract form approved by the Michigan City Park Board on 11/6/2024

☐ 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: _____

Officer Required: ☐ YES

☐ NO

Required Due To: ☐ Over 100 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

- ☐ Half Facility
- ☐ Whole Facility
- ☐ 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, 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 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 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 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:** The tables cannot be moved. 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 14 days prior to the event.
12. **SMOKING:** Smoking, including vapor devices, is prohibited inside the Michigan City Senior Center and within 8 feet of any entrance or exit.
13. **BUILDING CAPACITY:** Attendance must not exceed the building's capacity as mandated by the State Fire Marshal.

14. **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.
15. **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 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 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 CITY/PARK includes attorney fees and costs when the CITY/PARK participates in defending claims or demands made by the Lessee.

16. **CANCELLATIONS:** Cancellations must be requested in writing at least 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.
17. **DISCOUNTS:** Full-time employees of the City of Michigan City or the Michigan City Area Schools are eligible for a one-time 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.
18. **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.
19. **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, 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, 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, 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, 30 days prior to the event.

20. **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.

21. **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.
22. **PARKING:** Parking is available in lot #3 (the lot directly north and west of the building) at no charge. Guests must enter the park and inform parking attendant they are attending your event. 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 only be able to enter and exit the park via Evelyn Baker Way near the amphitheater.

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 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.

ACCOUNTS PAYABLE VOUCHER
CITY OF MICHIGAN CITY, INDIANA

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered by form, rates per hour, number of units, price per unit, etc.

Payee

Purchase Order No.

Terms

Date Due

Invoice Date	Invoice Number	Description (or note attached, invoice(s) or bill(s))	Amount

Total:

I hearby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except :

Month / Day / Year

Signature

Title

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Month / Day / Year

Controller

VOUCHER NO. _____ WARRANT NO. _____

\$ _____

ON ACCOUNT OF APPROPRIATION
FOR

ALLOWED _____
MONTH / DAY / YEAR

IN THE SUM OF \$ _____

Board / Council Members

COST DISTRIBUTION LEDGER CLASSIFICATION
IF CLAIM PAID MOTOR VEHICLE HIGHWAY FUND

Acct. No.	Account Title	Amount

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

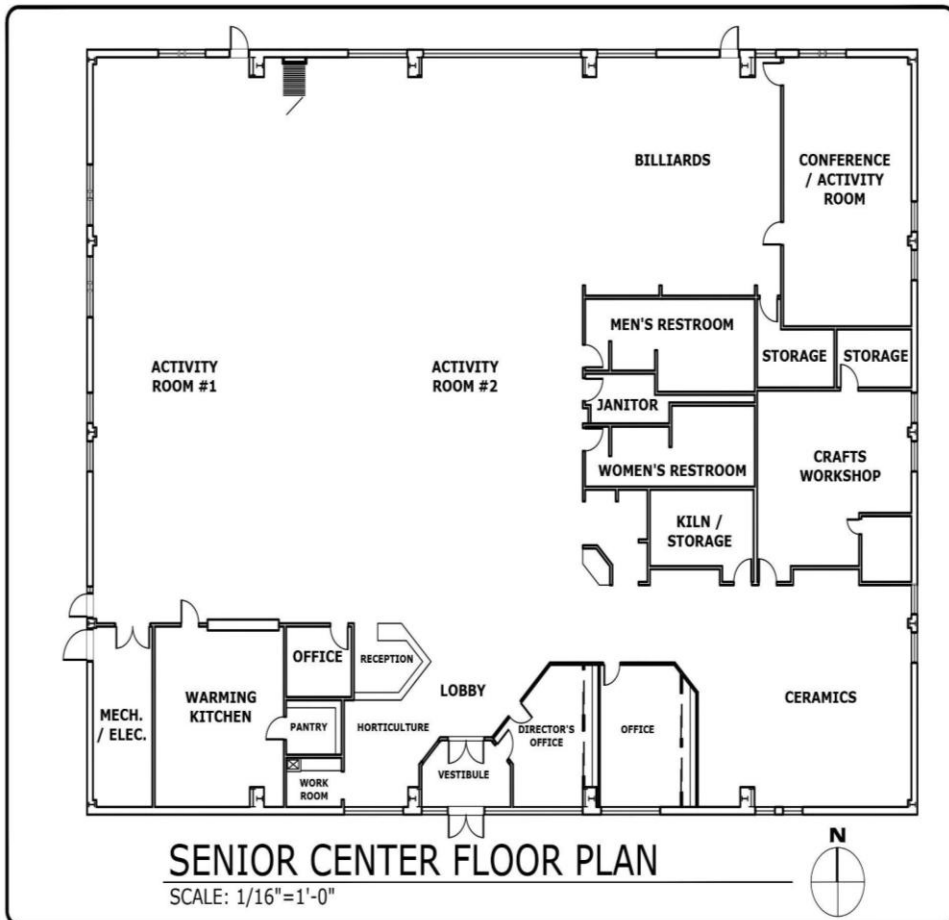
☐ CONFIRMED WITH PARK OFFICE

Required Due To:

☐ Over 100 guests

☐ Serving Alcohol

☐ Wedding / Reception



NOTES: _____

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: _____

