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

2027 WASHINGTON PARK RENTAL AGREEMENT

Contract form approved by the Michigan City Park Board 01/21/26

Name: _____ Phone: (_____) _____

Address: _____ E-Mail Address: _____

City, State, Zip: _____

Driver's License Number: _____ State Issued: _____ D.O.B. _____

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 * * ****

PARKING PASSES

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

Pass No. _____ through pass no. _____



SAMPLE PARKING PASS: Must be displayed in windshield at all times while on park property.

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 am to 9 pm. Washington Park is open from 5 a.m. to 10 p.m. 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 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 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 the Parks and Recreation Department, 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_____