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

2025 BEACH EVENT/WEDDING PERMIT

Contract form approved by the Michigan City Park Board November 6, 2024

Name:		Phone: ()		
Address:		E-Mail Address:		
City, State, Zip:				
		_ State Issued:		
Place of Employment:		_ Employer's Phone: ()	
Location of Use:				
Date:	Times:	_ Attendance:		
Are you renting another park facility? If so, please specify				

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 14 days in advance for staffing purposes. Your rental agreement must be taken to the beach event/wedding for proof of your reservation. Our park security will confirm your reservation.
- 2. MINIMUM AGE: You must be 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. The park is open from 5 am to 10 pm daily.
- 4. COMPLIANCE AND INDEMNIFICATION: 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/PARK 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/PARK for all loss to the CITY/PARK 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 participation by CITY/PARK in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Licensee.
- 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. **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 away alcoholic beverages to the general public in the area of your event.
- 7. **NO GLASS:** Glass containers of any kind are strictly prohibited.

- 8. 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.
- 9. <u>LITTER:</u> 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.
- 10. **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.
- 11. 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 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. Driving on lawn areas to unload and load is STRICTLY PROHIBITED.
- 12. **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.
- 13. **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.
- 14. PERSONAL PROPERTY: All personal property must be removed from Park property at the conclusion of the event.

I have read and completely understand the above agreement:

note events may be scheduled after you book your reservation.

- 15. 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.
- 16. <u>DISCOUNT:</u> Full time employees of the City of Michigan City or the Michigan City Area Schools shall be entitled to a 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).
- 17. 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.

There is a special event scheduled in Washington Park on your rental date.

EXHIBIT "A"



Details:		



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