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

Cindy: (219) 873-1406 ext. 1

Ticket Event with No Alcohol

#### 2025 KRUEGER MEMORIAL HALL RENTAL AGREEMENT

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

Ticket Event with Alcohol

					ichigan City Parks and Recreation Department, organized City, Indiana, hereinafter known as "Lessor" and
NAME:_				DRIVER'S LICENSE NUMBER:	STATE ISSUED:
PRIMARY	Y PHONE: (	]	_ EMAIL:		
ADDRESS	S:		CITY, ST	ATE, & ZIP:	
Herein re	eferred to as "Lessee	<i>"</i> .			
LESSOR:	MICHIGAN CITY, IND	DIANA, PARKS AND RECREAT	ON DEPARTMENT		
•	Security Deposit:	\$300.00	Date	:	Receipt #:
	Received by:				
•	Rental Fee:		Date	:	Receipt #:
	Received by:				
•	Decorating Fee: _		Date	:	Receipt #:
	Received by:				
Officer R	Required:	YES	NO		
	d Due To:	Over 100 guests	Serving Alcoho	ol Weddir	ng / Reception
Lessee w	Certificate of Liab Law Enforcement	r providing us with the follow ility Insurance received Officers Name Agency		Badge #:	
WITNESS	БЕТН ТНАТ:				
1.	The Lessor leases a	portion of Krueger Memorial	Hall, including parking lot u	se, to the Lessee for the specified dates.	
	SPACE One Floor		DATE:		
	Uppe Lowe		Event type:		
	Two Floors Prior Day Decora	ting (6:00-10:00 PM)	Time in/out:		
	Sunday Special <b>(6</b>	,	# of guests:		
2.		lows the Lessee exclusive use ital if no damage is done.	of the space upon payment	of a reservation fee of \$	AND a \$300 security deposit. Security deposit refundable
3.	RESERVATION TER the rental date. Fa	MS: The security deposit and ilure to make these payments	may result in forfeiture of t		ne reservation. The remaining balance is due 60 days before right to retain the security deposit and make the rental date
4.		if the payment is not received UP: For an additional fee, the		rating and set-up on the Friday before a	Saturday event. Alcohol is not allowed during this time.

7. **FOOD:** The Lessor is not responsible for any food or drinks delivered early or left after the event.

MINIMUM AGE: Renters must be at least 18 years old and provide valid identification.

- 6. HOURS OF USE: The facility is available from 8:00 a.m., but arrival must be scheduled with the Park Office at least 14 days prior. Events must end by midnight, and the hall must be cleared by 1 a.m.
- **DECORATIONS:** Only freestanding decorations are allowed. Nothing can be affixed to the walls, ceiling, windows, doors, etc. 8.
  - Prohibited items include untethered balloons, open-flame candles, confetti, glitter
  - Bird seed and rice may not be thrown

5.

**Private Function** 

- The use of ladders is strictly prohibited.
- 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 dumpster. 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 Lessor's attendant will assist in setting up tables and chairs. Indoor and outdoor furniture must not be moved. This includes moving upstairs furniture downstairs/outside and vice versa. Lessee must supply table coverings. The facility does not have a stove available for use. The UPPER FLOOR has 18 round plywood tables, 15.6 ft banquet tables, 154 chairs. The LOWER FLOOR has 18 round tables, 12.6 ft banquet tables and 156 chairs. There is also (1) 10 ft serving table available for Lessee's use.
- 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 hall and within 8 feet of any entrance or exit.
- BUILDING CAPACITY: Attendance must not exceed the building's capacity as mandated by the State Fire Marshal.
- 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 damages 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.

- 15. 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.
- 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.
- 17. ADMISSION FEES, TICKETS, DONATIONS, ETC.: No ticket sales, admission charges, or donations shall be permitted at Krueger Memorial Hall 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.

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 liquor liability insurance 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.

Ticketed Events without Alcohol: The Lessee must provide a certificate of general liability insurance with liability limits of at least \$1,000,000, 30 days prior to the event.

#### **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.

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:

\$2,000,000

\$2,000,000

\$1,000,000

\$1,000,000

General Aggregate (other than Prod/Comp Ops Liability) Products/Completed Operations Aggregate Personal & Advertising Injury Liability Each Occurrence

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. Such a 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.

	tilis Agreement.
LESSEE: I agree to the terms and conditions above. I recognize and am fully aware that if I determine not to purchase separate liq may be held personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event.	quor liability insurance for this event

$\square$ I do not intend to serve alcohol at this event	$\ \square$ I intend to serve alcohol at this event
Signed:	Date:

PIGHT OF PEFISAL. The Losser recordes the right to refuse to rept the facility for any matter not covered by the rules and regulations in this Agreement

#### **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 unavai	•
County, must be on the premises <b>THE ENTIRE TIME</b> during wedding in attendance or any event where alcohol will be served.	receptions or any event in which 100 or more persons will be
The Law Enforcement Officer must remain on duty until everyone	
<u>locked</u> . Arrangements, payment, and scheduling are the responsible	lity of the Lessee.
Michigan City Police Department - 219-874-3221 // 1201 E Michiga	an Blvd, Michigan City, IN 46360
I have completely read and understand the above security require  Signature of Officer Working Event	ements:  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 Departr	nent approximately two months prior to the event. **
	MONTH

This form must be completed, signed, and submitted to the Park Office at City Hall at <u>least ten calendar days before</u> 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	Invoice	Description	A a
Date	Number	(or note attached, invoice(s) or bill(s))	Amount
Ž			
1			
<u></u>			
		Total:	
			.5
earby certify	that the attached in	voice(s), or bill(s), is (are) true and correct and that the materials or ser	vices
		s made were ordered and received except:	VICCS
	<b>g</b> -		
Month /	Day / Year	Signature	itle
		I invoice(s), or bill(s), is (are) true and correct and I have audited	same in
cordance w	ith IC 5-11-10-1.6		
Month /	Day / Year	Controller	

VOUCHER NO WARRANT NO	<u> </u>	
	== ALLOWED	
	_	MONTH / DAY / YEAR
	_	
	IN THE SUM OF \$	
	_	
\$		
ON ACCOUNT OF APPROPRIATION	-	
FOR		
	F	
	_	Board / Council Members

## COST DISTRIBUTION LEDGER CLASSIFICATION IF CLAIM PAID MOTOR VEHICLE HIGHWAY FUND

Acct. No.	Account Title	Amount

### MEMORIAL HALL

ΝΔΝ	IF:				
					.)
EMA	IL:				
<u>EVEN</u>	NT TYPE:	Private Function	Ticket Event	with Alcohol	Ticket Event with No Alcohol
	<u>SPACE</u> One F	Upper	<u>DAY</u> Monday Tuesday		
	Two F	Lower Floors  Decorating (6:00-10:00 PM)	Wednesday Thursday Friday Saturday		
	•		Sunday	# of guests:	
	er Require iired Due T		NO sts Serv	ing Alcohol	CONFIRMED WITH PARK OFFICE Wedding / Reception
	COVERED POR	Restrouris CTAIDO	ming Center COVERED PORCH and Bar DOORS	NOTES:	
COVERED PORCH	FIREPLACE Fingles Martile 1172 x 115 uneven aurhoo	UPPER LEVEL 42' x 57' CEILING HEIGHT 14' TO RAFTERS	FIREPLACE 4		
		DOORS  COVERED PORCH	4 SIYGE		
		KITCHEN 22' x 14'			
2	DOORS	STAIRS	DOORS		
MOCOTAGO		LOWER LEVEL	RESTROOM		
	BAR	37' x 56' CEILING HEIGHT 8'			

### **MEMORIAL HALL SITE INSPECTION**

PRE-INSPECTION	DATE:	TIME:	AM / PM
INSPECTED BY PARK I	DEPARTMENT EMPLOYEE		
NAME:		SIGNATURE:	
INSPECTION BY LESSE	<u>:E</u>		
NAME:		SIGNATURE:	
DAMAGE FOUND PRI	OR TO RENTAL EVENT:		
		TIME:	
INSPECTED BY:		, MCPRD	
CLEAN-UP COMPLE	TED		
THOROUG	OF PARKING AREA, PATIO, ANI H CLEANING OF KITCHEN TE EXPLANATION):	D GROUNDS	
COMMENTS FROM N	1CPRD EMPLOYEE:		
	JND OF SECURITY DEPOSIT END REFUND OF SECURITY DEF	POSIT	
COMMENTS FROM LI	ESSEE:		