

2025 NORTH POINTE PAVILION RESERVATION AND USE AGREEMENT

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

THIS 2024 NORTH POINTE PAVILION RESERVATION AND USE AGREEMENT (hereinafter "Agreement"), made and entered into this _____ day of _____, 202____, by and between the Michigan City Parks and Recreation Department ("MCPRD"), organized and acting under authority of the statutes of the State of Indiana, and the Code of Ordinances of the City of Michigan City, Indiana, and the following:

NAME: _____ PHONE: (_____) _____

ADDRESS: _____ E-Mail: _____

CITY, STATE, ZIP: _____

Hereinafter known as "Licensee".

WITNESSETH THAT:

1. MCPRD in consideration of the payment of the use fee and the covenants made by Licensee herein, hereby grants to Licensee a license to use the lower-level patio of the North Pointe Pavilion (as indicated below) in Washington Park, Michigan City, Indiana only on the date/s following:

USE FEES	UP TO 100 PEOPLE	UP TO 200 PEOPLE	RENTAL AVAILABLE
<u>LOWER LEVEL</u>	<u>DAY/DATE</u>	<u>EVENT TIMES</u>	<u>EVENT/ATTENDANCE</u>
Half Patio Resident \$213			
Whole Patio Resident \$298			
Half Patio Non-Resident \$250.00			
Whole Patio Non-Resident \$350.00			

2. **RENTAL FEES:** MCPRD, upon payment of reservation fee of \$_____ (Rental Fee) plus a **security deposit of \$300.00**, agrees to permit Licensee to have exclusive use of the space, purpose and terms described above. The security deposit is refundable 4-6 weeks after the reservation date, provided there is no damage done to the facility.
3. **RESERVATION TERMS:** Your security deposit along with this signed Agreement is required to secure your reservation. **The balance is due no later than sixty (60) calendar days prior to the use date.** If the balance is not received within the allotted time, MCPRD, reserves the right to keep your security deposit, automatically forfeit your reservation rights, and re-open the reservation date for other usage.
4. **MINIMUM AGE:** You must be eighteen (18) years of age to rent the North Pointe Pavilion with proper identification (i.e. valid driver's license or state identification card)
5. **HOURS OF USE:** The facility is available for use from 8 a.m. to 10 p.m. Sunday through Thursday, and 8 a.m. to 11 p.m. on Friday and Saturday. **FOOD AND BEVERAGE SERVICE:** Licensee is permitted to bring in their own food and non-alcoholic beverages. Alcohol cannot be brought into the premises but may be purchased from Sunset Grille Restaurant. .
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. Absolutely no glass permitted in and around any areas of North Pointe Pavilion or anywhere in Washington Park.**
7. **CLEANUP:** Licensee is responsible for cleanup of the facility, placing trash in receptacles and the removal of decorations. If the facility is not cleaned, Licensee will be billed time and materials and the amount will be deducted from Licensee's security deposit. All personal property must be removed from North Point Pavilion at the conclusion of the event. Cleaning products ARE NOT supplied by MCPRD.
8. **SECURITY:** An active uniformed Law Enforcement Officer with jurisdiction in LaPorte County **MUST BE** at North Point Pavilion during wedding receptions or any event in which 100 or more persons will be in attendance. **The Law Enforcement Officer must remain on duty prior to start of event and until everyone at the event has exited North Pointe Pavilion.** Arrangements, payment, and scheduling are the responsibility of the Licensee (M.C.P.D. (219) 874-3221). Law enforcement must be secured at least ten (10) days prior to event date. MCPRD has the right to require additional security if the event warrants. If any additional security is required for an event, it will be at the expense of the event host.
9. **SMOKING:** Smoking, including vapor devices, is strictly prohibited inside the stairwells, restrooms and elevator and outside within 8' of any building entrance or exit.
10. **BUILDING CAPACITY:** The number of persons attending any function shall not exceed 300 (150 for half of the patio). This number may be reduced by social distancing requirements, or other requirements issued by the Center for Disease Control or any rule, regulation, Ordinance, or order of the State of Indiana, LaPorte County, or the City of Michigan City, Indiana on the day of the event.
11. **FURNISHINGS:** MCPRD will assist with furniture arrangements.
12. **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 CITY/PARK in defending any claim, cause of action, wrongful death causes of action, or demands taken by the Licensee.

13. **PAVILION RENTAL CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to MCPRD 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 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 some physical condition or emergency declaration.
14. **DISCOUNTS:** Full time employees of the 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 (recent pay stub) is required.
15. **ADMISSION FEES, TICKETS, DONATIONS, ETC.:** No tickets, admission charges, or donations will be allowed at the North Pointe Pavilion, unless a written letter is submitted to and approved by the Park Superintendent a minimum of sixty (60) calendar days prior to your event.
16. **ENTERTAINMENT PERMIT:** If outdoor stage equipment (as hereinafter defined) is to be used, Licensee MUST notify the Indiana Department Homeland Security Fire Marshal's Office at 317-232-2222 or at 888-203-5020 (notification can also be provided through the Amusement and Entertainment permit online application). Outdoor stage equipment means any temporary or permanent towers, booms, ramps, platforms, overhead assemblies, or other structures, including ancillary rigging, which are used, or intended to be used, in connection with an outdoor performance. Outdoor stage equipment shall not be attached or anchored to North Pointe Pavilion.
17. **PERFORMANCE LICENSES**
Licensee shall be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation music, audio, video recordings, art, etc.) that Licensee may use or request to be used at the North Point Pavilion.
18. **RIGHT OF REFUSAL:** Any matters not covered by the provisions of this agreement shall be at the discretion of MCPRD. MCPRD reserves the right to refuse use of this facility.
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; 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. Parking for your event is limited, and not guaranteed. Driving on lawn areas to unload and load is STRICTLY PROHIBITED.
IN WITNESS whereof, MCPRD, by its duly appointed officers and the Licensee named above have caused this Agreement to be signed the date and year first above written.

LICENSEE: I agree to the above terms and conditions



Signed: _____ Date: _____

Licensee will be responsible for providing us with the following information upon signing the agreement (if applicable):



Law Enforcement Officers Name: _____ Badge #: _____

Law Enforcement Agency: _____ Phone #: _____



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

Renter's Place of Employment _____ Employer's Phone Number _____



Submitted proof of Non-Profit status. Date: _____



Submitted Indiana Department of Homeland Security Event Permit. Date: _____

MCPRD: MICHIGAN CITY INDIANA PARKS AND RECREATION DEPARTMENT

☐ Security Deposit Paid _____ Receipt Number _____ Date _____

Received By _____

☐ Rental Fee Paid _____ Receipt Number _____ Date _____

Received By _____

EXHIBIT "A"
PARK RULES

1. SPEED LIMIT 5 M.P.H.
2. GLASS OF ANY KIND – CONTAINERS OR OTHERWISE - IS STRICTLY PROHIBITED
3. NO ALCOHOLIC BEVERAGES WITHIN 50 FT. OF ROADWAYS OR PARKING LOTS
4. NO PETS OUTSIDE OF VEHICLES – NO DOGS ALLOWED IN PARKS
5. NO OVERNIGHT PARKING OR CAMPING
6. NO LITTERING
7. NO GROUND FIRES.
8. GRILLING ON THE BEACH IS STRICTLY PROHIBITED. GRILLING IS PERMITTED IN DESIGNATED GRASS PICNIC AREAS ONLY.
9. HUNTING IS PROHIBITED ON ALL PARK PROPERTY
10. PICNIC SHELTERS AND PARKING PASSES AVAILABLE AT PARK OFFICE 219/873-1506
11. NO MOTORIZED VEHICLES EXCEPT IN DESIGNATED PARKING AREAS
12. NO METAL DETECTORS ON GRASS
13. NOISE ORDINANCE ENFORCED
14. NO SKATEBOARD EXCEPT IN DESIGNATED AREAS