

**Proposed 2011 BEACH EVENT/WEDDING PERMIT**

*Approved by the Michigan City Park Board 11/05/09*

Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

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. 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 park is open from 5 a.m. to midnight.
4. **LEGAL:** Lessee will comply with all laws of the United States and the State of Indiana, and with all ordinances of the City of Michigan City, in its said use, and will not permit anything to be done on said premises in violation thereof. If you violate any of the terms or conditions of this Agreement, Park Department shall have the right to immediately terminate this Agreement without notice or refund, and Park Department may pursue all of its rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.
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.
6. **ALCOHOL:** If alcoholic beverages are to be served, they must remain within the general area of your event, above, in compliance with City Ordinance #3100, 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:** Ground fires are strictly prohibited. Please be sure charcoal from your grill is cooled and deposited in proper receptacles.
9. **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.
10. **GAMES:** Participation in games by your guests is allowed but must not disturb other beach patrons.
11. **PARKING:** Parking for your event is limited and available only at the Washington Park Lots 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.
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. **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.

14. **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.
15. **DISCOUNT:** Employees of the City of Michigan City or the Michigan City Area Schools and Non-profit groups shall be entitled to a 10% discount on facility rentals. Proof of employment or membership is required.
16. **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.
17. **PERSONAL PROPERTY:** The Park Department assumes no responsibility whatsoever for any property placed in or on Park property by you or your guests, and by your signature hereon, you are hereby expressly releasing the Park Department, the City, and the Park Board from any and all liability for any such loss. All personal property must be removed from Park property at the conclusion of the event.
18. **MISCELLANEOUS:** There are no lights 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.
19. **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 either tower. Lessee realizes 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.

I have read and completely understand the above agreement:

Signed \_\_\_\_\_ Date \_\_\_\_\_

**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. \_\_\_\_\_

**SPECIAL EVENT**

- There is not a special event scheduled in Washington Park on your rental date as of the date of your reservation.
- There is a special event scheduled in Washington Park on your rental date. \_\_\_\_\_

