



MARQUETTE PARK PAVILION EVENT & RENTAL APPLICATION

ORDER # _____

Temporary date reservations are not available. To reserve an event space at Marquette Park please submit the non-refundable \$35 application fee, non-refundable reservation down payment, and refundable security deposit. Multiple forms of payment are allowed, however security deposit must be paid with (cashier's check, money order, or credit card.) Reservations are not secure until all fees and documents are received and a contract is executed.

All remaining fees are due two (2) weeks prior to event.

APPLICANT INFORMATION

Lessee _____

Phone _____ Fax _____

Email _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Phone _____

Name of Sponsoring Organization (if applicable) _____

Not for Profit Discount (yes / no) _____ if yes, please attach current verification of not-for-profit status (acceptable forms provided by US Federal Government or State of IN / IL)

EVENT INFORMATION

Type of Event _____

Event Date _____ Event Start Time _____ Finish Time _____

Leased Area Ballroom Dance Pavilion Formal Lounge Lower Terrace
 Full Building Picnic Area 5 North Garden

Wedding Package (if applicable) _____ Pavilion (A - D) _____ Outdoor (A - B) _____ Ceremony Package

Estimated Attendance _____ Serving Time _____ Cocktail Hour _____

Miscellaneous Tent / Canopy Stage Podium Microphones
 Audiovisual Screen & Projector

Rehearsal (date, time, and location) _____

Vendor Information _____

EVENT NOTES _____

FOR OFFICE USE

Total rental fee due: _____ Non-refundable down payment amount: _____ Paid (Yes / No)

Balance due: _____ Security deposit amount: _____

WITNESSETH

For and in consideration of the full and faithful compliance with each and all terms and conditions herein contained, Lessor and Lessee additionally agree as follows:

RENTAL AGREEMENT TERMS: Lessee hereby acknowledges receipt of a complete copy of Lessor's Marquette Park Pavilion Rental Agreement Terms (Terms). Said terms are attached and incorporated herein by reference and made a part of this Rental Agreement.

RESERVATION DEPOSIT(S): The Lessee shall deposit with the Lessor a non-refundable down-payment of, FIFTY PERCENT (50%) OF THE RENTAL FEE OR TWO-HUNDRED FIFTY (\$250.00) DOLLARS, whichever is greater, upon signing the Rental Agreement. Notwithstanding a breach by the Lessor, the Lessee understands and agrees that this **DEPOSIT IS NOT REFUNDABLE, UNDER ANY CIRCUMSTANCES, TO THE LESSEE FROM THE DATE OF SIGNING THE RENTAL AGREEMENT.**

SECURITY DEPOSIT: The Lessee shall deposit with the Lessor, a refundable security deposit of FIVE-HUNDRED (\$500) DOLLARS.

BUILDING RENTAL FEE(S): The Lessee shall pay the Lessor the building rental fee of \$_____ at least two weeks (14 calendar days) prior to the scheduled event balance must be paid in full.

BALANCE DUE: The balance due must be paid two weeks (14 calendar days) before the event begins. Failure to make the payment of the balance timely shall cause the Rental Agreement to be canceled and the deposit forfeited.

SECURITY: For each event held at the Facility, there shall be at least one (1) security guard present during the entire event. Lessee shall pay a minimum fee of Thirty Dollars (\$30.00) per hour per security guard. For events sponsored by high schools, or patronizing school age youths, there shall be four (4) guards present during the entire event and the lessee shall pay a fee of Forty Dollars (\$40.00) per hour per security guard. Lessor shall maintain the executive rights to select the security.

TIME LIMIT: No event may last longer than the time defined in this rental agreement. All events must end by 12 MIDNIGHT, except those pre-approved by the **Marquette Park Pavilion Executive Manager.**

LIABILITY AND REFUNDS: In the event of any breach or nonperformance by lessor, lessee's sole remedy shall be a refund in an amount not to exceed all fees and deposits paid to lessor. Lessee waives all damages, actual or consequential incurred as a result of lessor's non-performance or breach of this agreement.

NON-TRANSFERABLE: The Rental Agreement is absolutely NON-TRANSFERABLE to any parties and the Facility must be utilized by the Lessee listed above and no other.

ATTORNEY FEES: In the event a legal dispute arises as a result of the Rental Agreement or any collateral matter relating therein, the Lessor shall have the right to pursue the lessee for actual damages plus Attorney's fees and court costs.

HEADINGS: The headings herein contained in the Rental Agreement are inserted only as a matter of convenience and for reference. They in no way define, limit or describe the scope of the Rental Agreement or of the intent of any term or provision thereof.

SEVERABILITY: If any term or provision of the Rental Agreement is to any extent invalid or unenforceable, the remainder of the Rental Agreement shall not be affected thereby and remaining terms and provisions shall be enforceable to the fullest extent hereunder or as permitted by law.

GOVERNING LAW: The Rental Agreement shall be governed by and construed under the laws of the State of Indiana.

IN WITNESS WHEREOF, the Lessor and Lessee have read and signed this _____ day of _____, 20_____.

BY _____ and _____ (Lessor)

LESSOR: **CITY OF GARY DEPARTMENT OF PUBLIC PARKS**

BY _____ and _____ (Lessee)