



## MARQUETTE PARK PAVILION RENTAL AGREEMENT TERMS

### Rental Agreement

Once Applicant submits the application fee, security deposit, non-refundable reservation down payment, and application, the Marquette Park Pavilion Executive Manager will issue a Rental Invoice (Invoice) in order to secure the reservation. Please note that the reservation down payment is non-refundable and non-transferable from the moment the funds are accepted and tendered; it is not contingent on Applicant's signature on Invoice. Applicant then submits all remaining required fees and the requested signature on Invoice. Once the requirements and event features have been approved, the event will be officially permitted and Applicant receives a signed / fully executed copy of the Agreement and Invoice.

### Liability

Lessee shall be liable for any injury or damage to the person or property of themselves, and third party invitees that arise from acts or omissions of the Lessee, their officers, agents, or invitees. Additionally, the Lessee hereby agrees to indemnify and hold the City of Gary Department of Public Parks harmless from any such claims. Lessee shall be liable and responsible for any and all damages, loss or destruction sustained to the facility, equipment and furnishings therein that may result from the Lessee's occupation and use of the facility and Lessee agrees to pay the City of Gary Department of Public Parks for the actual costs to repair or replace the damaged or destroyed facility, equipment, and furnishings. The City of Gary Department of Public Parks will not assume any responsibility for damages, loss or exchange of any merchandise, personal property, or other articles left at the facility prior to, during, or after the event.

### Amendments or Revisions

It is the responsibility of the Lessee to properly inform the City of Gary Department of Public Parks of any and all amendments and / or revisions to the original application. All amendments and / or revisions must be made in writing and are subject to the review and approval of the City of Gary Department of Public Parks. Failure to comply with the conditions of the Agreement or misrepresentation of any disclosures shall result in the immediate cancellation of the Agreement. The Lessee shall waive any claims against the City of Gary Department of Public Parks for damages arising from such cancellations.

### Cancellations

All cancellation requests must be made in writing and signed by the Lessee whose signature appears on the Rental Agreement. In the event that a cancellation should occur, the City of Gary Department of Public Parks shall hold the Lessee responsible for the following:

- **1 - 30 days prior to event,** Lessee is responsible for one hundred (100%) percent of the Building Rental Fee unless the City of Gary Department of Public Parks schedules another party of similar value for the particular date, time and room reserved by Lessee. In the event the lease is of similar value, the Lessee shall be entitled to any fees, EXCLUDING DEPOSIT, paid to the City of Gary Department of Public Parks.
- **31 - 90 days prior to the event,** Lessee is responsible for seventy-five (75%) percent of the Building Rental Fee unless the City of Gary Department of Public Parks schedules another party of similar value for the particular date, time and room reserved by Lessee. In the event the lease is of similar value, the Lessee shall be entitled to any fees, EXCLUDING DEPOSITS, paid to the City of Gary Department of Public Parks.
- **91 - 180 days prior to the event,** Lessee is responsible for fifty (50%) percent of the Building Rental Fee (the amount of the non-refundable deposit).

### Unavoidable Circumstances

Prior to the day of the event: In the event that the Facility is not tenable, prior to the day of the event, due to circumstances beyond the City of Gary Department of Public Parks' control including but not limited to, Acts of God and power outages/shortage, and the City of Gary Department of Public Parks, in its sole discretion, determines that the event cannot be held as scheduled, and thereafter provides written notice to the Lessee, the Lessee shall be entitled to and receive a refund of any fees, excluding deposit, paid to the City of Gary Department of Public Parks and such payment shall constitute full release of the City of Gary Department of Public Parks, the Gary Board of Park Commissioners and its employees, agents, representatives and attorneys of any claims, actions or demands on the part of the Lessee. Lessee's sole recourse in any event shall be a refund of any fees, excluding deposits, paid to the City of Gary Department of Public Parks.

LESSEE INITIALS \_\_\_\_\_

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On or during the day of the event: In the event that the Facility is not tenable, on or during the day of the event, due to circumstances beyond the City of Gary Department of Public Parks' control including, but not limited to, Acts of God and power outages/shortages, and the City of Gary Department of Public Parks, in its sole discretion, determines that the event cannot be held as scheduled. The Lessee forfeits all fees, including deposits, paid to the City of Gary Department of Public Parks, additionally; the Lessee waives any and all claims, actions, or demands against the City of Gary Department of Public Parks, the City of Gary Board of Park Commissioners, and its employees, agents, representatives, and attorneys.

**Fees**

Rental fees, security officer fees, equipment rental fees, maintenance / set-up fees apply. Any and all equipment owned by the City of Gary Department of Public Parks is subject to additional rental fee.

**Security Deposit**

All Lessees are required to pay a refundable security deposit, payable by cashier's check, money order, or credit card. If damage has occurred or Terms are not followed, the City of Gary Department of Public Parks will determine whether the security deposit, in whole or in part, will be withheld. Circumstances where the City of Gary Department of Public Parks may retain a portion or all of the security deposit include but are not limited to the Agreement and / or Terms violations, property damage and staff time / and or other resources incurred making the City of Gary Department of Public Parks whole. This can include: 1) damage to City of Gary Department of Public Parks property; 2) additional clean-up costs; 3) operation of vehicles on grass or unauthorized areas; 4) repairs due to the misuse of City of Gary Department of Public Parks property; 5) delivery or pick up of event equipment outside of Lessee's approved time; 6) misrepresenting the event and / or information in the application, including event attendance and event features; 7) event beginning or ending outside of permitted time; 8) not using the Department of Park's preferred professional for all catering needs; 8) Lessee's failure to abide by all laws, statutes, ordinances, rules, regulations, codes, and executive orders of the City of Gary Department of Public Parks, the City of Gary, the State of Indiana, and the United States.

**Event Hours**

Events are restricted to the hours defined in individual Lessee's Agreement. All events must end by midnight. Access for set-up and tear down is limited to the operating hours of the Marquette Park Pavilion. If access to the venue is necessary for set-up or tear-down either before or after public hours, then the Lessee may be charged an additional rental fee and will be required to cover all costs associated with the request, if approved.

**Catering**

With the exception of wedding cakes, NO food or beverages are permitted at the facility other than those prepared and served by City of Gary Department of Public Parks' designee.

To ensure the success of the event, the City of Gary Department of Public Parks has selected a preferred caterer, who is trained in the policies and procedures of the City of Gary Department of Public Parks. The caterer is fully licensed by the city and state and properly insured. The caterer provides all personnel, materials, and supplies required in the preparation of food, and non-alcoholic beverages, and direct provision of all beverages. Alcoholic beverages of any kind shall not be sold or distributed on the premises except by the City of Gary Department of Public Parks selected vendor. Provision or service of alcoholic beverages by an individual or company that is not an approved vendor, including by the Lessee or Lessee's agent / associate is prohibited. Donated food and bars are prohibited. Any violation may result in the cancellation of the event and / or the withholding of the Lessee's security deposit and / or a penalty fee.

**Rentals, Tenting, and Event Production**

Lessees must use firms from our Preferred Vendor list for all rental and event production needs, including but not limited to rentals of tents, tables, chairs, staging, linen, catering equipment, plates, lighting, dinnerware, audio-visual equipment, production elements, etc.

**Amplified Sound**

The proposed location of the sound system, direction of sound and location of all speakers must be identified on Lessee's final site layout. For outdoor events, amplified sound must be directed away from residences. The City of Gary Department of Public Parks retains the exclusive right to control the volume of amplified sound.

**Electrical Needs and Lighting**

Generators may be rented to meet electrical needs, if existing receptacles are not adequate. If decorative lighting is used, a detailed plan must be submitted to the Marquette Park Pavilion Executive Manager at least 30 days prior to the event for review. No open flames are permitted, however, votive lights and small, enclosed candles are acceptable for use on tables. City of Gary Department of Public Parks shall make all decisions regarding heating, cooling, and lighting.

**Entertainment**

The City of Gary Department of Public Parks reserves the right to approve or disapprove any entertainment offered at an event to ensure that the nature of the gathering is consistent with the Department of Park's mission. The name and type of entertainment must be provided to the Marquette Park Pavilion Executive Manager at least 30 days in advance of the event.

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**Décor and Banners**

- Any décor to be used must be approved by the Marquette Park Pavilion Executive Manager. Lessee must completely remove all decoration brought in by the Lessee during the Lessee's approved timeframe.
- Balloons may not be released. No helium balloons are allowed on or in the facility unless the Lessee retains the service of a professional decorator and produces proof of such service to the City of Gary Department of Public Parks. All helium filled balloons shall be removed no later than 10:00 a.m. the following day.
- Bubbles, glitter, rice, confetti, and hard substances uneasy to pick up are prohibited.
- The City of Gary Department of Public Parks must approve the display of corporate, sponsor, and / or event identity logos or banners. Upon approval, banners may be displayed only within the permitted area and secured with Lessee's provided equipment. If approved, any decorations to be hung, suspended, or posted by Lessee must be placed at a height reachable with a six foot ladder (which the Lessee provides).
- No nails, hooks, or tape of any kind may be used to display banners or any décor.
- Anything that is decorative or an integral part of the interior or exterior of the site cannot be removed such as plants, flags, artwork, lighting fixtures, etc.
- Fastening or attaching any rope, sign, banner, flyer, or other object to any tree, shrub, or park feature on City of Gary Department of Public Parks property is strictly prohibited.
- No fog or smoke machines

**Conduct**

Lessee shall be solely responsible for their behavior and that of their guests. There shall be absolutely NO violation of the Rental Agreement or any law ordinance, statute, regulation, or order of any governmental authority committed at the facility. Such violations can restrict the Lessee from future services with the facility.

**Deliveries and Pick-Ups**

City of Gary Department of Public Parks employees may not accept deliveries. All equipment or rentals must be delivered and must be removed within Lessee's approved timeframe. The Lessee is responsible for receiving deliveries for the event including transporting and securing items within the venue and ensuring that items are removed within the contracted timeframe. The City of Gary Department of Public Parks is not responsible for any equipment or supplies during the event or left on the premises after the event. Failure to comply with this provision forfeits the security deposit.

**Parking**

Neither the Lessee nor any person attending or servicing an event may park on the public way, grass, beaches, service roads, or pedestrian paths. Failure to comply with this provision forfeits the security deposit.

**Publicity**

The content of all printed and internet materials including promotional material, press releases, electronic copy, and radio advertisements must be submitted to the Marquette Park Pavilion Executive Manager for review before being printed, released, and / or transmitted. Lessee shall not transmit a description of any portion of the event by means of radio broadcasting, television, or internet without first receiving written permission from the Marquette Park Pavilion Executive Manager. Any violation may result in the cancellation of the event. All photographs of City of Gary Department of Public Parks' property to be submitted for publication must be approved by the City of Gary Department of Public Parks. Lessee may not place Marquette Park or City of Gary Department of Public Parks telephone number, contact information, or logos on any written or internet material without prior written consent of the Marquette Park Pavilion Executive Manager.

**Prohibited Activities**

- Smoking indoors or within 15 feet of an entrance and on beaches.
- Any form of gambling activity.
- Firearms (requires additional permit and approvals from other governmental agencies, insurance, and other documents as determined by Marquette Park Pavilion Executive Manager).
- Live animals (requires additional permit and approvals from City of Gary Department of Public Parks and other governmental agencies, insurance, and other documents / fees as determined by Marquette Park Pavilion Executive Manager ).
- Fireworks (requires additional permit and approvals from other governmental agencies, insurance, and other documents as determined by Marquette Park Pavilion Executive Manager).
- Ticketing and Fundraising. Commercial ticketing by private agents is prohibited. Any organization seeking to use the Marquette Park Pavilion or Marquette Park grounds for an event involving an admission charge or fundraising must be a not-for-profit, tax-exempt organization under Section 501c(3) or other section of the IRS code. A copy of the IRS determination letter must be provided to the Marquette Park Pavilion Executive Manager prior to executing the Agreement. The sponsoring organization must appear on the Agreement and present the insurance documentation in their name. The sponsoring organization must be involved in the planning of the event.

The Marquette Park Pavilion Executive Manager must approve use of any automobile, vending, giveaways, distribution of pamphlets, smoke, lasers, or any equipment to be hung from any surface. Lessee is responsible for enforcing the policies and procedures during their entire event, including during set-up and tear-down.

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**Security Services**

Security must be provided by the City of Gary Department of Public Parks for the event and paid for by the Lessee, unless otherwise determined. Security staffing requirements for each event will be determined by the Marquette Park Pavilion Executive Manager and is based on type and nature of the event. The City of Gary Department of Public Parks reserves the right at Lessee’s cost to assign security for an event with serves alcoholic beverages, social activities involving minors, or any event that is deemed necessary by the City of Gary Department of Public Parks.

For events sponsored by high schools, or patronizing school age youths, there shall be four (4) security guards present during the entire event and the Lessee shall pay a fee of Forty Dollars (\$40.00) per hour per security guard. City of Gary Department of Public Parks shall maintain the executive rights to select the security.

**Guest Count**

A final guest count must be provided to the Marquette Park Pavilion Executive Manager at least fourteen days prior to the event. No significant increase or decrease in the number of attendees shall be changed less than fourteen days prior to the event without consent of the Marquette Park Pavilion Executive Manager. Failure to comply with the above condition may result in termination of the Agreement. The City of Gary Department of Public Parks reserves the right to close access to the Event should the attendance reach site capacity.

**Room(s)**

The Agreement will indicate which specific room(s) the Lessee may use. Additional fees may be assessed should the Lessee request additional room(s) or hours. The City of Gary Department of Public Parks may permit to other Lessees the use of other spaces within the venue; therefore, multiple events may occur at the same time.

**Site Plan**

A final layout must be submitted to the Marquette Park Pavilion Executive Manager for approval at least 30 days prior to the event. If extensive, unusual, or special set-up is required, it must not interfere with other site activities and must be arranged in advance with the Marquette Park Pavilion Executive Manager.

**Damage**

The Lessee will be responsible for damage including repairs or replacement costs to equipment, furniture, facilities, grounds, or related items in or around the venue caused by Lessee, attendees, vendors, and / or any person associated with an event. Additional penalty fees may be assessed.

**ALL PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE**

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