



CITY OF MISHAWAKA
PARKS & RECREATION DEPT.
BANDSHELL & GARDEN RENTAL APPLICATION



Permit Holder's Name: _____ Date: _____

Phone #: _____ Address: _____ City/State/Zip: _____

Date of Birth: _____ Email Address: _____ Organization: _____

Will alcohol be served during your event? Yes No Will items or food be served at the event? Yes No If yes, please explain: _____ Event Date: _____ Expected Attendance: _____

Name of Park(s): _____ Site in Park: _____ Bandshell/Gazebo _____

Type of Event: _____ Rental Time: _____

All Mishawaka Park facilities, such as gardens, are rented subject to the following rules, regulations, policies, terms and conditions. By applying for and accepting such a Permit, the Permit Holder ("User") agrees that he/she has read and understands all terms and conditions contained in this Agreement, agrees to be bound by them, and accepts the Permit from the Mishawaka Park facility subject to all such terms and conditions.

GENERAL INFORMATION: Rental is for permitted facility only. All park areas other than the rented facility are open to the public at all times during the park's normal hours. The Parks Department will not set-up, rearrange, or aid in any alterations at the rental site. The rental fee is a flat fee regardless of the length of time a permit holder actually uses the facility.

PERMIT: If a Permit is issued pursuant to this Agreement, a copy of said Permit is attached to hereto as Exhibit A. This Permit is provided pursuant to Sec. 50-2 of the Municipal Code, Use of Park Facilities. User must have this Permit in their possession during the scheduled event. This permit guarantees your reservation. If an issue arises, contact the non-emergency police number at (574) 258-1678.

RENTAL HOURS: Hours are 7:00 am-10:00 pm. Gardens, except Battell Bandshell, are rented in two-hour time slots. Enough time must be allocated for tear-down to be completed within scheduled two-hours. Battell Bandshell is rented for the day, 7:00 am-10:00 pm.

CLEANING/CLEAN-UP: The Parks & Recreation Dept. **DOES NOT SUPPLY** soap or paper towels. Permit Holder is responsible for supplying these items for their rental.

CLEAN-UP: Permit Holder assumes full responsibility of assuring the area will be cleaned up upon conclusion of the rental. If rental is not carried out in the manner in which represented to the Park Board & Park Staff, Park Staff reserve the right to shut down the rental immediately and can terminate any further rentals held with the Parks & Recreation Dept.

- Remove any decorations, tape, etc. that are attached to the walls.

RESTROOMS/TRASH: The Parks & Recreation Dept. **DOES NOT SUPPLY** restrooms with toilet paper, soap, or paper towels. Permit Holder is responsible for supplying these items at event. All trash should be placed in receptacles. The area must be left in satisfactory conditions for the next user.

SMOKING: No smoking is allowed on premises. Smoking shall be prohibited by all persons in public places and parks owned and operated by the City of Mishawaka. Smoking shall be allowed ONLY in outdoor parking lots away from the green space of the park.

DESTRUCTION OF PROPERTY: It is unlawful for any person, other than authorized park personnel, to injure, deface, destroy, sever, or remove any park property.

ATTENDEE CONDUCT: The Permit Holder is responsible for their actions, and the actions of the gathering attendees.

CANCELLATIONS: Cancellations must be made in accordance with the Refund Policy. No refunds will be given due to inclement weather Refunds take four (4) to six (6) weeks.

REFUND POLICY & DISCLAIMER: Refunds will be granted only if the function is cancelled a minimum of sixty (60) days prior to scheduled date. No refunds will be given due to inclement weather. Refunds will be paid by check and payable to the name listed on the rental receipt.

To be eligible for a refund, the following steps must be completed:

- A request for Refund Form must be filled out and turned into the Park Office to be considered for a refund.
- Original receipt must be attached to Refund Request.

CONDITIONS: Although gardens and restrooms are cleaned regularly, we cannot guarantee their condition when you arrive. You may want to consider bringing a wash pail, sponge, and paper towels to ensure a clean place for you and your guest. Please be considerate of the next user and leave it clean.

DECORATING: Decorating may only be done with tape and all decorations and tape must be removed prior to end of time rented.

ELECTRIC: Key is required for access to Battell Bandshell electric. If electric access is needed, please reserve a key in advance. Supplies are limited and are on a first come, first-serve basis only. If breaker is blown due to overload, the Parks Dept. is not liable.

MUSIC: No live music (i.e. live bands, recitals) allowed, only Music Machines.

PARKING: Parking is allowed only in designated parking areas. No parking on the grass or in the park.

GARDEN RULES & REGULATIONS: Rental is for bandshell/gazebo only. All other park areas other than the rented bandshell/gazebo are open to the public at all times during the park's normal hours. All functions at the bandshell/gazebo must end by scheduled event time.

TENTS: Tents are not permitted in the parks.

PERSONAL PROPERTY & DAMAGES DISCLAIMER: Permit Holder agrees that all personal property placed in or on the premises will be removed from the premises as soon as practicable following termination of this Permit. Any items remaining on the premises will be held for thirty (30) days at which time said items will be given to a charitable organization. Permit Holder is responsible for any damage, injury or loss, whether due to Permit Holder's own actions or not, that occurs during or as a result of the permitted use, whether caused intentionally or negligently, to the rental building, pavilion, park, facilities, equipment, trees, shrubs, lawn and other nursery stock pertaining to the real estate encompassing such premises.

MISCELLANEOUS PROVISIONS:

- **NOTICE:** Except as may be otherwise provided in this Agreement, all notices require or permitted hereunder shall be in writing and shall be deemed to be delivered when hand delivered to, or when deposited in the United State mail, postage prepaid, addressed to the Permit Holder at the address shown on the Permit and to the Mishawaka Parks and Recreation Department at the address shown at the end of this Agreement.
- **INDIANA LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Indiana and all obligations of the parties created hereunder are performable in the state.
- **PARTIES BOUND:** This Agreement is binding on and shall inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.
- **SEVERABILITY:** In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect or for any reason, such holding/finding shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- **ATTORNEY FEES:** In the event that User breaches any of the terms of this Agreement whereby Park Board employees' attorneys to protect or enforce its right hereunder and prevails, then the Permit Holder agrees to pay Park's reasonable attorney fees so incurred.
- **WAIVER:** It is expressly agreed that no waiver or apparent waiver, or the failure of Park Board to require strict performance of any condition, covenant or agreement shall estop the Park Board from enforcing such conditions, covenant or agreement, nor shall any other condition, covenant or agreement, at anytime be implied.
- **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement and all representations and warranties of the parties.

GENERAL RELEASE AND INDEMNIFICATION AGREEMENT: For and in consideration of the City of Mishawaka licensing the Permit Holder to use the facility listed in this Agreement, the Permit Holder, its executors, administrators, heirs, and assigns,

hereby release and agree to indemnify and hold harmless the City of Mishawaka, the Mishawaka Parks Department, the Mishawaka Police Department, their officials, agents and employees, from any and all actions, causes of action, claims, damages, demands, judgments, executions, costs, expenses, including attorney fees, and all other claims for damages whatsoever which may hereafter be made, instituted, filed, or recovered against the City of Mishawaka, the Mishawaka Parks Department, the Mishawaka Police Department, their officials, agents and employees, by the Permit Holder and any person or persons as the result of the use of the herein named facility or any activity or event located on the premises. The City of Mishawaka, the Mishawaka Parks Department, the Mishawaka Police Department, their officials, agents and employees, are relying on said release, indemnification and hold harmless agreement on the part of the Permit Holder in allowing and permitting the undersigned to use the facility as stated in this Agreement.

By signing below, Permit Holder agrees everything listed on the Bandshell/Garden Rental Application is correct. Nothing on Application can be changed without written notice requesting changes at least eight (8) weeks prior to scheduled event.

I have read and agree to the rules and regulations listed above. I understand this request may be denied based on false or incomplete information.

Permit Holder's Name: _____ Permit Holder's Signature: _____

****Completed rental application should be emailed back to parcs@mishawaka.in.gov or can be dropped off to the receptionist desk in the lobby of the Battell Community Center at 904 N. Main St., Mishawaka, IN 46545.****

Note: Rental fee is due upon receiving the rental application. Date is not held without full payment. If paying by check, make checks payable to City of Mishawaka.

For Office Use Only:

Date Submitted: _____ Processed By: _____

Date: _____ Payment made by: Cash Check _____ Money Order CC

Invoice #: _____ Amount Paid: \$ _____ Permit Emailed: _____