

**CITY OF CROWN POINT, INDIANA
BULLDOG PARK RENTAL AGREEMENT**

This Bulldog Park Rental Agreement (“Agreement”), dated _____, 20__ by and between the City of Crown Point, Indiana (the “City”), and _____, (the “Renter”). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The City rents to Renter the portion of Bulldog Park in Crown Point, Indiana (the “Facility”) as more specifically described below for the purposes of the Event more specifically described below.
 Community Room _____ Pavilion Amphitheater Ice Rink
2. EVENT. Renter will use the Facility for the following Event:

3. DATE and TERM. The date(s) of the Event shall be _____ from _____ (a.m./p.m.) until _____ (a.m./p.m.).
4. RENT AND SECURITY DEPOSIT. Renter will pay the City a rental fee of \$_____ at the signing of this Agreement. Renter will also pay the City a security deposit of 20% of the rental fee at the signing of this Agreement.
5. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Facility in a neat, orderly and clean condition. Renter will be responsible for, and liable to, the City for all repairs to the Facility required as a result of damage caused by Renter and Renter’s guests/invitees/attendees. Renter agrees to indemnify City for, and hold City harmless from and against all fines, suits, claims, demands, liabilities and actions (including reasonable costs and expenses of defending against such claims) resulting or alleged to result from any breach, violation or non-performance of any covenant or condition hereof; or from the use of occupancy of the Facility, by Renter or Renter's agents, employees, licensees, or invitees, attendees for any damage to person or property resulting from any act or omission or negligence of Renter or Renter's agents, employees, licensees, or invitees, attendees during the Event.
6. OCCUPANCY. Occupancy of the Facility shall be limited to the number of occupants as determined by the City for safe operation of the Facility during the Event.
7. SMOKING/DRUG USE. Smoking, vaping and/or drug use is strictly prohibited in the Facility and upon City of Crown Point property, except for areas specifically designated for smoking in the Facility.
8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the City is listed as an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Renter will furnish the City with a certificate of insurance prior to the Event.
9. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the City will inspect the Facility. If Renter and guests/invitees/attendees have not caused any damage to the Facility, the City will return the security deposit to Renter by first class mail or hand delivery within a reasonable time period. If Renter and/or guests/invitees/attendees *have* caused damage to the Facility, the City may retain all or a portion of the security deposit. If the City retains any of the security deposit, it shall provide written notice to Renter specifying the amount retained and the reason(s) therefore. The City’s

remedies for damage shall not be limited to retention of the security deposit and the City may pursue any additional remedies authorized or available by law or equity to recover its damages or losses.

10. **ADDITIONAL SERVICES.** The City shall provide the following additional services for the Event at the costs indicated below and Renter agrees to pay for the selected additional services seven (7) days prior to the Event:

- Security \$_____ Port-a-potty: #___ \$_____ total Trash Service Crew \$_____
- Electric: #__ power boxes \$_____ Water \$_____ Picnic Tables:#__ \$_____ total
- Dumpster:#__ Size:___ \$_____ total Other:_____ \$_____

11. **ALCOHOL.** If alcohol will be furnished, served or consumed at the Event, Renter agrees to the following additional terms:

A. The City will order, sell and serve alcohol at the Event, if alcohol service is requested by Renter for the event. Unless otherwise stated under paragraph 17 herein, the City shall retain any and all sales proceeds and profits generated from the sale of alcohol during the Event. The Renter agrees that it may be required to pre-pay for the ordering of alcohol through the City's vendor, at the City's sole discretion, and shall make payment for the alcohol order to the City with a check payable directly to the vendor fourteen (14) days prior to the Event.

B. If Renter or other third party is responsible for the serving of alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the City is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Renter will furnish the City with a certificate of such insurance prior to the Event.

C. If Renter or other third party is responsible for the serving of alcohol at the Event, the Renter or other third party shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. Renter or other third party shall require proof of age of all persons prior to serving them with alcohol. Such servers for the Renter or other third party must hold a valid liquor license serving permit to serve alcohol during the Event or at the Facility.

D. Renter acknowledges that the City does not condone the irresponsible use of alcoholic beverages. It shall be Renter's sole responsibility to monitor the use of alcoholic beverages by Renter's guests/invitees/attendees of the Event.

12. **INDEMNIFICATION AND HOLD-HARMLESS.** Renter agrees to indemnify and hold the City, its officers, agents, representatives and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests/invitees/attendees, agents, or employees.

13. **ASSIGNMENT.** This Rental Agreement is not assignable to any other person or entity.

14. **CANCELLATION REFUND.** The rental fee will not be refunded upon a cancellation after booking unless the Facility is subsequently rented for the same date at a price at or above the rental fee described herein.

15. RIGHT OF ENTRY AND TERMINATION. The City, its officers, agents, representatives and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement, ordinances and laws. If the City determines, in its sole judgment, that Renter has breached a term of this Agreement, any policy, ordinance or law, the City shall have the right to immediately terminate this Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

16. CONFORMANCE WITH THE LAW. Renter agrees that Renter will abide by and conduct its affairs in accordance with the City Facility Use Policies and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility. If the Facility is made untenable by fire or other cause which results in cancellation of the Event, this Agreement shall terminate and the rental fees and security deposit shall be refunded to Renter.

17. OTHER TERMS AND CONDITIONS. _____

18. MISCELLANEOUS. Each term and provision of this Agreement to be performed by Renter and City shall be construed to be both a covenant and a condition. Time is and shall be of the essence of this Agreement and of each term or provision hereof. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the personal representative, successors and assigns, respectively, of the Renter and the City. In the event of any litigation between the parties hereto arising out of this Agreement, the prevailing party therein shall be allowed all reasonable attorneys' fees, costs, and expenses expended or incurred in such litigation to be recovered as a part of the costs therein. For purposes of interpretation and enforcement of this agreement, the law of the State of Indiana shall apply. The headings of the articles of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement. This Agreement may be executed in one or more duplicate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

19. Novel/Coronavirus/Covid-19—Renter knows and assumes personal risk of coming into contact directly or indirectly with individuals who have been exposed to and/or diagnosed with one or more communicable diseases including but not limited to Covid-19 and any of its mutations or other medical conditions and/or diseases. It is impossible for the City of Crown Point and its entities to completely eliminate the risk that any participant can become exposed or infected through contact with or within proximity to any individual with a communicable disease. Renter / Participant will render the City harmless to any and all claims with respect to any and all personal injury/illness/death regardless of negligence or otherwise.

The parties have executed this Agreement this _____ day of _____, 20____.

CITY OF CROWN POINT, INDIANA

RENTER: _____

By: _____

By: _____

Print: _____

Print: _____