



**City of Portage Parks and Recreation Department**

2100 Willowcreek Rd. Portage, IN 46368  
Phone (219) 762-1675 Fax (219) 841-9017  
[www.inportageparks.com](http://www.inportageparks.com)  
Weekend Maintenance: 219-406-9956

**AGREEMENT FOR USE OF LAKEFRONT PAVILION  
RENTAL HOURS 9:00AM – 11:00PM**

**Today's Date:** \_\_\_\_\_

**Event Date(s):** \_\_\_\_\_

Name:
Organization:
Address:
City/State/Zip:
Phone:
Cell Phone:
Email:

**Description of Event:** \_\_\_\_\_

**Estimated Attendance** \_\_\_\_\_

- Friday/Saturday/Sunday
- Monday - Thursday
- Multiple Day Event

**Event Information:**

- Alcohol Services (Parks/Other)
- Security
- Screen
- Kitchen Use
- Barricades
- Tents (site location requires pre-approval)

- Food Services/Vendors
- Additional portable restrooms
- Roll Up Door
- Fireplaces/Fire Pit
- City of Portage Board of Works Event Approval (Form Attached)

**Event Details:**



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**AGREEMENT FOR USE OF OPEN AIR PAVILION AT LAKEFRONT**

**RENTAL FEE**

Day of Week	Rental Fee/day	# Days	Subtotal
Friday/Saturday/Sunday	\$800.00		
Monday -Thursday	\$700.00		
Nonprofit/City Employee	\$600.00		
		7% Tax	
		<b>TOTAL</b>	

**ADDITIONAL SERVICE FEES**

Service	Quantity	Fee	# Days	Subtotal
Security		\$40.00/hr		
Bar Services		See Packages		
Other:				
			<b>SUBTOTAL</b>	
			<b>TOTAL</b>	

**CAPACITY: 480 PERSONS**

**INDIANA SALES TAX of 7% NOT INCLUDED IN RATE**



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### Rules and Regulations

**Room Rental Time (Includes Set-Up and Tear-Down):** Renter can set up only during their rental time, if set up is needed prior to rent date and time, renter will be charged. The Board/Park Department is not liable for lost or stolen items. Caterers and Music professionals (DJs and Live Bands) only will be allowed to stay past rental time to remove equipment. In the event in which the room is ready and available for an earlier set up, we will try to accommodate and allow renters access, however this is no guarantee and it is expected that renters will communicate to their DJs and decorators the rental timeframe.

**Room Set Up:** Park staff will set up and tear down of all tables and chairs. **Any modifications to the setup must be requested two weeks in advance of the event date.** Modifications to the setup cannot be guaranteed the day of the event. If you need to modify your setup onsite, please do not drag tables and chairs on the floor. This may cause damage to the flooring and result in the charge of a damage fee. No glue, tape, wire, tacks or nails may be attached to any tables, walls, ceilings or windows/doors. No glitter/confetti or open flame candles may be used in facilities.

**Fee Payment:** Renter must pay Rental Fee in full when Pavilion is reserved. Bar services must be paid in full 2 weeks prior to the event.

**Deposit:** Renter may pay a 50% Room Rental down payment **for multiple day rentals only** at the time of reservation. The remainder of the rental fee is due 60 days prior to the event.

**Contract Changes:** Any changes to the contract must be submitted in person by the original Renter. Allowable changes include estimated attendance, adding/removing bar services, room setup. A change of date of function will require a cancellation of current contract and the creation of a new contract.

**Cancellations and Refunds:** If renter wishes to cancel the function and receive a refund of rental fees, renter must sign a refund claim at the Park office. Renter will receive a full rental refund (includes down payment) if cancellation occurs prior to 90 days of the event, 50% will be refunded if cancelled 60 days before an event, and no refund will be given within 60 days of the event. All Bar Services fees paid for will be refunded. If the contract is signed within 90 days of the event, only a 50% refund will be given. No refund requests will be accepted over the phone. The claim is submitted to the Park Board for its approval at its next monthly meeting. If approved, renter will receive a check, issued by the City of Portage, through the mail approximately 45-60 days after the written claim is approved.

The Renter agrees that all rules and regulations of the Board will be strictly complied with by the Renter, and by all other persons present or using said facility. All rules and regulations shall include those formally adopted by the Board, as well as all statements and admonitions communicated by any representative or employee of the Board. Refer to park rules.

The Renter agrees to be in personal charge and responsible for the conduct of all persons attending and using said facility. The Renter shall be billed for, and agrees to pay for, any damage that occurred to the facility during the time of rental.



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At its discretion, the Board may deny the use of any facility to any prospective Renter, or at the Renter's expense, **may require security personnel** and/or damage deposit, when the rental causes concern due to purpose, type of function, attendance, age, or previous rental history of the Renter.

The Renter assumes all risk of loss, damage, or injury to persons or property by reason of the condition of the said facility herein permitted to be used, or by the reason of the management, or control of operation thereof, and releases the Board from all claims for such loss, damage, or injury sustained by the Renter or by any person using said facility, whether or not the loss, damage, or injury was caused by the negligence of the Board, its employees, or otherwise.

The undersigned shall indemnify the Board for any loss, damage, or injury sustained during the term of this agreement and incidental thereto, and shall be responsible for all of the Board's legal fees, if legal action is initiated for the collection of said loss, damage or injury.

Alcohol Services: The Bar Manager will contact the renter regarding their choice of Alcohol Package. The Alcohol Package must be paid for two weeks before the date of the event. **Carrying alcoholic beverages into and outside of a Portage Parks facility where Bar Services are rendered is strictly prohibited by State Law. Alcohol will be confiscated and violators may be escorted out of the facility.** Repeated violations may result in the closure of the entire event. A Security Guard will be present for the entire duration of any function where alcohol is served. Park staff will schedule security guard(s); the number of guards is dependent on the size of event. Bartenders will be scheduled by Park staff.

If severe weather conditions occur on the date shown above, then an alternative date may be reserved at no additional charge, pending availability, expires one year from date of original rental.

The Renter is responsible for ALL clean-up, including the kitchen area. Furthermore, the Renter shall not rope or fence off any area without permission from the Park Department; shall NOT deface any trees, plants or buildings with signage or otherwise.

Trash receptacles will be provided, if more are needed please request prior to event.

The Renter may use inflatables, bouncy jumps and other similar items, provided that Renter must notify the Board prior to the event, and provided further that Renter must show proof of insurance for use of such items. If Renter uses such items, Renter acknowledges that Renter assumes all risk of liability related to the use of those items.

Use of fire ring and fire places – only clean split wood is allowed in the fireplaces/fire ring. Burning of trash and other items is strictly prohibited. The Indiana DNR provides a great resource on the types of firewood that should be used in order to deter transport of harmful pests, please review prior to use. <https://www.in.gov/dnr/entomolo/6413.htm>

- **Fires must be tended to at all times and extinguished upon conclusion of the activity.**



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**Rules and Regulations**

At the Board's discretion, the Board may restrict specialized entertainment, such as carnival rides, live bands, disc jockeys, extraordinary displays/shows, and so forth. If allowed, all insurance MUST be carried as required by the Board's insurer. It is imperative to coordinate with park staff prior to signing rental agreement.

**ALL vehicles are to be parked and driven in designated areas only.**

Renter can expect the area will be clean of debris however due to the outdoor natural environment in which the amphitheater is located; there are conditions that are beyond the Park's control such as weather, leaves, wild animals, ants, flies and mosquitoes etc.

THE BOARD'S LIABILITY UNDER THIS AGREEMENT AND FOR ANY OTHER CLAIM, INCLUDING CLAIMS IN TORT, RESULTING FROM THE USE OF THE OUTDOOR FACILITY IS LIMITED TO A REFUND OF THE RENTAL FEE. RENTER WAIVES ALL CLAIMS AND DAMAGES EXCEPT TO THE EXTENT OF THE RENTAL FEES.

IN WITNESS THEREOF, THE PARTIES HEREIN HAVE SET THEIR HANDS THE DAY AND THE YEAR FIRST WRITTEN.

RENTER:

\_\_\_\_\_  
SIGNATURE

Board of Parks and Recreation of the City of Portage, Indiana REPRESENTED BY:

\_\_\_\_\_  
SIGNATURE