

NEW CHICAGO PARKS AND RECREATION DEPARTMENT SHELTER USE PERMIT

PERMIT # _____ RECEIPT # _____ DEPOSIT AMOUNT _____ (Refunded after event)
(Rental Fee is Non-Refundable if Cancelled) FEE/RENTAL AMOUNT _____
TOTAL AMOUNT _____

KEYS FOR ALL RENTALS SHALL BE PICKED UP AT WATER OFFICE BY 4 PM ON FRIDAY

Need help? Call: Joe Bachman 219-252-4241 or Morgan McCabe 630-399-1952.

This agreement made this _____ day of _____ between the New Chicago Parks and Recreation Department (hereinafter referred to as NCPRD) and:

NAME _____ ADDRESS _____

NAME OF ORGANIZATION (PERSON, PERSONS, OR ORGANIZATION HEREINAFTER REFERRED TO AS LESSEE) _____

Whereas, the NCPRD and/or has been given custody of the property and/or scheduling responsibilities of property known as:

A. _____

AND WHEREAS, The Lessee is desirous of having exclusive use of the property as named and described above in Section A.

NOW THEREFORE, NCPRD and the Lessee agree as follow:

1. NCPRD hereby grants unto the Lessee permission to utilize that portion of property as described above in Section A.

1a. Only for the purpose of _____

1b. Only for the date of _____

1c. **Only between the hours listed on permit:** _____ AM to _____ PM

2. The Lessee shall in consideration of use of aforementioned property (A) pay to the NCPRD the following sum or sums provided as follows:

DEPOSIT FEE	RENTAL AMOUNT	TOTAL	DATE PAYABLE

3. The Lessee agrees that any security deposit shall be held by the NCPRD and shall be forfeited to the NCPRD in the event any damage to property and or breach of any of the permit's provisions occurs.

4. The Lessee shall and hereby agrees to pay the full cost of any personnel as shall be deemed necessary by the NCPRD for the proper and safe use of the aforementioned property (A) as follows:

PERSONNEL	FEE

5. The Lessee shall and hereby agrees to provide and/or pay for the full cost of insurances, permits and/or additional requirements as follows:

DESCRIPTION	FEE

6. The Lessee agrees to provide at its own expense the following:

DESCRIPTION _____

7. The Lessee agrees to conform to all applicable: Town Policies, Park and Recreation Policies; Park Rules and Regulations; State and Federal Statutes.

8. The Lessee agrees to indemnify and hold harmless the NCPRD, and the Town of New Chicago in respect of any claims, demands, actions, suits, and costs arising out of/ or resulting from the use of the said property (A).

9. The Lessee agrees to indemnify the NCPRD and the Town of New Chicago from any and all loss of/ or damage to the said property or any property in the custody, care, and management of the NCPRD therein or thereon, reasonable wear and tear excepted.

10. The Lessee agrees that the NCPRD has made no representation, warranty, or guarantee as to the suitability or condition of the property (A) or portion thereof, and the Lessee, its servants, agents, and invitees accept the said property and portion thereof at their own risk.

11. The Lessee expressly understands that the rights herein granted are personal in nature and they may not be assigned or sublet in anyway whatsoever.

12. The Lessee agrees not to carry on to, or to do anything, or to suffer or permit the carrying on to or doing anything in or upon said property (A), which may render any increase or extra premium payable for insurance of the said property (A), or which may make void or make voided any policy for such insurance.

13. The Lessee further agrees not to construct, erect, attach, cause, or permit to be constructed any attached device, fixture, or other thing whatsoever of similar nature to any part of the said property (A) without the prior written consent of the NCPRD.

14. It is understood and agreed that the Lessee and all agents, servants, workmen, and invitees of the Lessee are not and shall not be deemed to be agents or employees of the NCPRD at any time during, before, and after the Lessee's use of the property (A).

15. All equipment, displays, other goods, and chattels of the Lessee brought onto and into the said property (A) shall be the sole responsibility of the Lessee, and the NCPRD shall not be liable for any damage to or loss of such equipment, displays, goods, and chattels from any cause whatsoever.

16. Any Blowup, Bouncy, or Jumper House shall provide Proof of Liability from the rental company and present it 5 days prior to the event. If you do not bring in the Proof of Liability 5 days prior to the event, it will be removed and there will be a fine of \$50 for not abiding by the NCPD rules.

17. The NCPRD shall have the right at any time to eject from the said property (A) or to refuse admittance there to any person or persons who, in the opinion of the NCPRD, its employees, or servants of the NCPRD having responsibility for the supervision of the property, who is or are creating a disturbance or misbehaving in an objectionable or improper manner.

18. The Lessee undertakes and agrees to remove all equipment, displays, goods, and chattels of the Lessee from the property on or before the termination of this permit. In the event that the Lessee shall fail or neglect to remove such equipment, displays, goods, and chattels, as aforesaid, the NCPRD may remove and store the same at the expense of the Lessee, and the NCPRD shall not be liable for any damages to or loss of the said equipment, displays, goods, or chattels during such removal, storage, or both.

19. The Lessee undertakes and agrees that upon the expiration or sooner termination of this permit to peacefully surrender and yield unto the NCPRD the said property (A) and appurtenances, furnishings, fixtures, and equipment thereto belonging, in good and substantial repair and condition in all respects, and to pay to the NCPRD, ondemand, the cost of repairing damage to the said property (A) and any appurtenances, furnishings, fixtures, or equipment thereto belonging.

20. The Clerk Treasurer's office employees shall have permission to issue permits and contract for the NCPRD.

21. Alcohol is not permitted in any of the New Chicago Parks.

22. THE BATHROOM AND DUMPSTER KEYS MUST BE PICKED UP AT THE NEW CHICAGO WATER OFFICE, 122 HUBER BLVD., BY 4 PM, THE FRIDAY BEFORE THE EVENT.

23. Your facility permit must be shown to obtain the keys. The keys must be returned immediately following the rental event to the dropbox at 122 HUBER BLVD. A \$50 fee will be charged for any unreturned keys.

24. YOU MUST DUMP ALL GARBAGE AND LOCK THE BATHROOMS AND THE DUMPSTER PRIOR TO LEAVING THE PARK. BOTH BATHROOMS SHALL BE CLEANED AND LOCKED FOLLOWING YOUR EVENT. All garbage shall be placed in the dumpster provided.

25. This permit shall ensure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, and successors, respectively.

LESSEE (PRINT): _____

NEW CHICAGO PARKS AND RECREATION

LESSEE(SIGN): _____

BY: _____

TTY USERS MAY ACCESS the Relay Indiana Service by calling 711 or 1800-743-3333.

Request for alternative format may be made by contacting Tammy Bucko 72 hours in advance at 219-962-1157 or email clerk@newchicagoin.gov. The Town of New Chicago Park Department prohibits discrimination in all its programs and activities on the basis of race, color, sex, religion, national origin, age, disability, marital status, familial status, parental status, sexual assistance program.