

POTAWATOMI PARK, INC
RENTAL FACILITY RULES

- Potawatomi Park, Inc. parks, hereafter referred as “the Park”, will remain open to the public.
- Permission to reserve facilities will be granted only where the function can be reasonably accommodated by the park system. Such use must not unduly interfere with the rights of the general public and will not present a clear and present danger to the public health and safety of the community.
- Reservations will be accepted up to one year in advance.
- **AVAILABILITY:** Availability of facilities is on a first-come, first-paid basis. Park events take priority over rentals.
- **TAX EXEMPT:** Non-for-profit organizations must supply State Tax Exemption Documentation or 501c3 documentation at the time of reservation.
- **FOR-PROFIT/FUNDRAISERS:** For-Profit and fundraising events will only be allowed on Park property with park authorization. The rental group will not charge admission fee, sell tickets, or solicit donations at the facility without the expressed written permission of the Park Board or its authorized agent.
- **PAYMENT DUE:** The entire rental fee and damage deposit (if required) is due and payable at the time the facility is reserved.
- **PAYMENT FORM:** Pay fees and any damage deposit due in cash or check only. (1 check for the fee, 1 for the damage deposit). Checks should be made payable to Potawatomi Park Inc. All fee checks are processed the day they are received. The damage deposit check will be held till after the event. We cannot accept credit cards at this time.
- **CANCELLATION/DAMAGES:** There will be no refund for cancellations within 15 days of the rental date. Costs to repair damage or clean facility may also be retained by the Park. Damage costs exceeding the deposit amount will be detailed and invoiced as necessary. Additional charges may be withheld from the deposit for such actions as unscheduled overtime, excessive cleanup, etc. If no damages exist, your uncashed check will be mailed to you within 4 weeks.
_____ (Initial)
- **REFUNDS:** REFUNDS MAY TAKE UP TO 4 WEEKS TO BE PROCESSED AND PAID. All refunds will be processed through the Park treasurer. Refunds are not returned on-site in the Parks office. **No refunds are given for inclement weather.** _____ (Initial)
- **KEY POLICY:** If required for your rental, the renter must arrange a time to pick up a key to the facility prior to event. Keys must be returned on the day and time arranged.
- **SECURITY:** Special circumstances may require the provision of security for any event. Park must approve all security measures prior to the event and has the authority to request additional measures be taken prior to approval of the event.
- The group or organization using the facility will comply with the laws of the State of Indiana, the County of Marshall, and all rules set forth by the Park.
- **ALCOHOL:** Alcohol is permitted. All alcohol served is the sole responsibility of the Renter. The group or organization using the facility will comply with the laws of the State of Indiana, the County of Marshall, and all rules set forth by the Park.
- **LIABILITY INSURANCE:** The Park requires liability insurance of \$300,000 for all events at the Pavilion. The User shall submit a Certificate of Insurance 10 days prior to the event date with Potawatomi Park, Inc. named as an additional insured. Insurance coverage shall meet those requirements set by the Park. The Park holds the right to establish and set higher limits to provide adequate coverage for any particular event. _____ (Initial)
- All activities shall be under control and shall be operated and supervised to the satisfaction of the Park. If the activity is not operated and supervised to the satisfaction of the Park, it may result in the loss of consideration of future requests from the sponsoring organization and/or cancellation of the activity at that time.

- **AMPLIFIED SOUND:** It is strictly *prohibited* to have a D.J. or Band in any of the Parks without prior approval. No amplified sound without written permission from the Park. **All amplified music must be played at a level that is not disruptive to other park patrons or nearby residents.**

FACILITY CARE

- The Park asks you to help keep our parks clean and keep rental fees down.
- It is strictly *prohibited* to put up any form of tent, awning, bounce houses or amusement equipment, dunk tanks or signs posted on park property without prior approval of the park Executive Director. If allowed, equipment must be placed and removed the same day of the event. You also must provide your own stand alone generator for inflating and running the inflatable.
- **DECORATIONS:** Absolutely no nails, tacks, or staples are to be used. Tape is allowed but must be completely removed to ensure damage deposit returned. (No duct tape or tape that leaves marks).
- Chalk drawings are not allowed on sidewalks and facility floors.
- **PICNIC TABLES:** are to be returned to their original position after the event.
- No vehicles or trailers are allowed off the roadway and parking lot or in the grass at any time.
- No rice, metallic or paper confetti is allowed. Bird seed permitted.
- If your facility has a fire-ring, ensure that the fire is out before leaving facility. All firewood is to be purchased from the park. Absolutely no outside firewood is allowed due to ecological reasons.
- Water is available in restrooms and drinking fountain only. Water for hoses is not available.
- Potawatomi Park, Inc and its employees shall not be responsible for damage to or loss of personal property sustained by individuals or groups while upon park premises.
- The undersigned further acknowledges that he shall inspect the facilities prior to their usage and ensure that said facilities/ property are neat, clean, and in a good state of repair, and that there are no defects posing threat of injury of any kind to any guests of the undersigned. Should the undersigned find that the facilities contain any defects, he shall notify a member of the Potawatomi Park, Inc staff immediately and shall not permit himself nor any of his guests to utilize said facilities or property until all defects are remedied and/or eliminated. _____ **(Initial)**
- **FIREWORKS:** No fireworks, of any kind, are allowed in any of the Parks. No person shall possess, discharge, set off, or cause to be discharged, in or into any park area, firecrackers, torpedoes, rockets, fireworks, explosives, sparklers, or substance harmful to the life or safety of persons, wildlife or property. This shall also include those devices described as “safe and sane” fireworks.
- **TRASH:** It is the responsibility of the group to clean up all trash, leftover food, supplies and other material from the pavilion and adjacent park areas before leaving the park. **DO NOT PUT FOOD DOWN SINKS.** This includes removing all materials that may be used for games and entertainment by the group. All trash should be securely deposited in the park trash containers. Bags are available in the kitchen for pavilion rentals. **TRASH IS TO BE DISPOSED BY RENTER IN DUMPSTER LOCATED NEAR INTERPRETIVE CENTER.**
- **ATTORNEY’S FEES** - Renter hereto agrees to pay the reasonable attorney’s fees of the Park, incurred by the Park, in enforcing the terms of this Agreement in the event of a violation of the terms or covenants herein contained by Renter.
- **FALSIFICATION:** Falsification of information on this form or pertaining to this event shall lead to a minimum fee of \$500 and/or prosecution to the fullest extent of the law.

Refunds / Transfers

Please notify the Park (574-498-6550) if you wish to cancel or reschedule your pavilion reservation. Refunds/transfers for canceled or rescheduled pavilion reservations shall be granted as follows: Under 15 day notice **NO REFUND** _____ **(Initial)**

I have READ and AGREE to the pavilion rental conditions outlined above. I understand that disregard for these conditions could result in the forfeiture of future pavilion use.

Signature_____

Date_____

Print Name_____

Mail initialed and signed “RENTAL FACILITY RULES” sheet to:

Potawatomi Park, Inc.
16998 State Rd 331
Tippecanoe, IN 46570