**Miller Sunset Pavilion Reservation Form**

Date of Rental: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Time of Rental: \_\_\_\_\_\_\_\_\_\_\_\_A.M./P.M.

**Rental hours are 8:00AM-11:00PM from Sunday-Saturday including set up and clean up after the event.**

Event Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Estimated Attendance: \_\_\_\_\_\_\_\_\_\_

Renter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_Zip: \_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Will alcohol be served at your event? Yes\_\_\_\_ No\_\_\_\_ Access to Kitchen: Yes\_\_\_\_ No\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Rental Space/Add-Ons | Refundable Security Deposit | Rental Rate | Tax | Total |
| Pavilion- Full DaySunday to Friday  | $1,250.00 | $2,500.00 per day | $175.00 | $2,675.00 |
| Pavilion- Half Day Sunday to Friday (4 Hours) | $750.00 | $1,500.00 per day | $105.00 | $1,650.00 |
| Pavilion- Saturday(2:00 pm to 10:00 pm)  | $1,000.00 | $2,000.00 per day | $140.00 | $2,140.00 |
| Tables (Set up Included) | N/A | $7.00 per table | $ 0.49 | $7.49 |
| Chairs (Set up Included) | N/A | $1.00 per Chair | $ 0.07 | $1.07 |
| Heater (Set up Included) | N/A | $40 per Heater | $2.80 | $42.80 |
| Gas Fireplace | N/A | $35 per hour | $2.45 | $37.45 |

Duration of Rental: \_\_\_\_\_\_\_\_\_ Refundable Security Deposit: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security Required? Yes No Rental Rate: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chairs Requested\_\_\_\_\_\_ X 1.07 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tables Requested\_\_\_\_\_\_ X 7.49 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Heaters Requested\_\_\_\_\_\_ X 42.80 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Gas Fireplace Hours \_\_\_\_\_X 37.45= $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total: **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Rental Deposit: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Outstanding Balance: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

50% of the total due is payable at the time of the reservation with the outstanding balance being paid in full 15 days in advance of the reservation date.

Please make checks payable to: Town of Winona Lake

Payment can be sent to: Town of Winona Lake, 1310 Park Avenue, Winona Lake, IN 46590

**CANCELLATION:** If the Renter cancels their rental request at least sixty (60) days prior to the

rental date, the Renter will be reimbursed their rental deposit minus a hundred dollar ($100.00)

administrative fee. The entire amount of the rental deposit will be forfeited if cancellation occurs less than sixty (60) days prior, but more than thirty (30) days prior to the rental date. If the Renter cancels their rental request thirty (30) days or less from the rental date, the Renter forfeits their rental deposit. Cancellations due to extreme circumstances such as death will be considered by the Town Manager.

**SECURITY DEPOSIT:** As outlined above security deposit is required at the time of the rental request in order to hold the requested date. The security deposit will be returned within two weeks after the rental date providing all the rules and regulations set forth in this Agreement are followed. Any violation(s) of the rules and regulations set forth in this Agreement will result in the withholding of the security deposit, and the Renter will be billed for the balance if necessary. The determination to withhold all or part of the security deposit due to a violation of rules and regulations will be made by the Management of the Miller Sunset Pavilion.

**DAMAGE:** The Renter will pay for all damage that occur during the rental period. The Management of the Miller Sunset Pavilion, at their discretion, will bill Renter for all damages which exceed the amount of the security deposit. The Renter is responsible for notifying the Management of the Miller Sunset Pavilion of any existing damage to the building in writing prior to the function. If no notice is given, the Renter agrees that the facility was not damaged prior to the function.

**SECURITY:** A uniformed officer must be present for the entire duration of any function in

the facility unless this requirement is waived or modified upon the concurrence of the Management of the Miller Sunset Pavilion and Police Chief. A daytime/evening function (ending by 10:00 P.M.) with no alcohol present is exempt from this requirement. The schedule, hiring and payment of the officer shall be coordinated by the Renter with the Winona Lake Police Department. The Officer is required to be present from the beginning of the event.

until the last person leaves the premises. The cost of the Officer is $40.00 per hour ($50.00

per hour for Holidays) and must be paid by the Renter. The cost of the officer is subject to change without notice. Any Renter that claims no alcohol at their daytime/evening function may receive a visit from a Town Representative to ensure no alcohol is present. Any Renter that attempts to have alcohol present without an officer present will have their event.

shut down immediately with no refund.

**RULES AND REGULATIONS**

**1. RENTER RESPONSIBILITY:** The undersigned Renter shall be at least 21 years of age and

shall be legally responsible for compliance with all articles of this Agreement and any damages which may occur to the Miller Sunset Pavilion property as a result of the usage covered by this

Agreement. The undersigned Renter shall be always present during the reservation period. **No reservations will be made on behalf of a third party.**

**2. HOURS:** Rental of the Miller Sunset Pavilion is available at the following times:

Friday/Saturday —10:00 am until 11:00 pm **including set up and clean up.**

 **\*(From May to October, Saturdays are only available for 2:00 to 11:00 p.m.)**

Sundays/Holidays—12:00 pm until 5:00 pm **including set up and clean up.**

Weekdays—1:00 pm until 9:00 pm **including set up and clean up.**

\*Hours may be extended upon request, subject to approval by the Pavilion Management.

**3. ACCESS:** Pavilion Management will ensure access to the facility to the Renter for the duration of the rental hours.

**4. DECORATIONS:** The Renter is responsible for informing decorators of the following guidelines. All facilities may be decorated with any theme or color with the following restrictions. Absolutely no decorations may be attached to any drywall, metal, or wood surface. No decorations are allowed on the ceiling. Confetti and/or glitter are not allowed. Candles or open flames of any kind are not allowed. In addition, the Pavilion Management reserves the right to request that any decorations that are deemed offensive, present a safety/health risk or are otherwise inconsistent with use of Town property be removed.

**5. SET-UP:** The Renter is responsible for assembling and disassembling all tables and chairs. All tables and chairs must be handled carefully and gently. DO NOT DRAG THE TABLES OR

CHAIRS ACROSS THE FLOOR. Your security deposit will be deducted from any damage incurred. All tables and chairs shall be returned to the racks as they were at the start of the rental hours.

**6. ADDITIONS:** Any items such as tables, chairs, large or unusual decorations, etc. that the Renter would like to bring into or around the Pavilion must be approved in advance by the Pavilion Management.

**7. CLEAN UP:** The Renter is responsible for cleaning the facility. The Pavilion Management will provide garbage cans and garbage bags for the convenience of the Renter. Renter must complete the following clean up:

1) Clean off all tables and wipe them down.

3) Clean up any food and/or drink spills.

4) Carefully take down decorations.

5) Wipe all kitchen counters.

6) Dispose of all trash items in the dumpster provided outside of the Pavilion

7) Check/clean all bathrooms so they are left in the same condition they were at the

beginning of the event—pick up all paper towels, flush all toilets, and turn off all the lights.

9) Check the grounds around the Pavilion and parking lot where guests might have dropped cups, cans, and other debris.

10) Remove all signs to direct guests to the Pavilion.

11) Leave the Pavilion and grounds in the condition the Renter finds them.

12) Close all doors

**8. TOWN PROPERTY:** Renter is responsible for any items or property belonging to the Town of Winona Lake that are damaged or stolen during the reservation period. If Renter uses

any additional chairs, tables, or heaters that were not rented in advance, Renter will be charged for the unpaid use.

**9. ALCOHOL:** Renter may provide alcohol in the Pavilion in strict compliance with all

the laws of the State of Indiana, ordinances of the Town of Winona Lake and according to the rules and restrictions herein. Any function providing alcohol must have a uniformed officer present for the duration of the reservation period. Renter must provide a licensed Bartender to serve alcohol to the adult guests. Renters must obtain a temporary beer/wine permit from the Indiana Alcohol & Tobacco Commission or use the services of a catering company holding a valid three-way liquor catering license. NO PERSON UNDER THE AGE OF 21 CAN CONSUME ALCOHOL UNDER ANY CIRCUMSTANCES. All people must be able to prove their age to the Uniformed Officer or Bartender if asked. All guests must keep alcoholic beverages inside the Pavilion or within the fenced in areas to the sides and back of the Pavilion. Any person who

cannot act responsibly with alcohol will be told to leave by the Uniformed Officer and/or Pavilion Management. Any person may be removed for public intoxication or inappropriate behavior at any time at the sole discretion of the Uniformed Officer and/or Pavilion Management. Any serving of alcohol for a fee or charge must have the proper state excise tax forms filed and any other required permit and shall provide copies to Pavilion Management upon request. Any Renter who violates this paragraph will have their event shut down immediately with no refund.

**10. DRUGS:** Absolutely no drugs of any kind are allowed in the Pavilion or on the grounds. The renter is responsible for the overall behavior of all guests during the reservation period. Any obscenities or lewd, obscene, or disruptive behavior will not be tolerated. Any use of drugs or obscenities may result in the person(s) and/or entire function being asked to leave the premises.

**12. FIREPLACE:** Use of the fireplace must be approved by the Pavilion Management prior to the reservation period.

**13. APPLIANCES:** Any and all appliances in the Pavilion or Pavilion Kitchen, such as the coffee pot, crock pots, or warming trays may only be used while the Renter is physically present in the Pavilion in order to avoid all potential fire hazards.

**14. SMOKING:** Smoking is prohibited in the Pavilion, on the grounds of the Pavilion.

**15. DELIVERIES:** All deliveries of food, drinks, and/or decorations must be made during the reservation period at the Pavilion. The Pavilion Management and its employees are not responsible for any items delivered ahead of schedule or left behind after the function.

**16. TICKETS/FUNDRAISERS:** No ticket selling, admission charges, or donations may be solicited

without prior approval from the Pavilion Management. No person may use the Pavilion for personal profit without the Town Manager.

**18. ANIMALS:** Absolutely no animals or pets of any kind are allowed in or around the Pavilion without prior approval by the Pavilion Management prior to the reservation period.

**19. ACCESSORIES:** The following accessories are not permitted on the Town of Winona Lake

Property without special permission from the Pavilion Management: Moonwalks, Trampolines, Tents, and/or Canopies of any kind.

**20. SOUND AMPLIFICATION AND MUSIC:** Music including amplified sound will be permitted at a reasonable level provided the sound from such activity does not exceed the level of 65 decibels within 150 feet of the Pavilion.

**21. ENFORCEMENT:** If it becomes necessary for the Town of Winona Lake or the Pavilion Management to take any action to enforce any of the provisions of this Agreement, whether or not litigation is filed, Winona Lake shall be entitled to recover, in addition to all other relief, all of its costs and expenses including reasonable attorneys’ fees.

**22. MISCELANIOUS:**

A. Gates in the fences are intended for emergency use only and shall not be used for ingress and egress.

B. No staking in artificial turf area

C……….

**If you have any questions, please direct them to the Pavilion Management at \_\_\_\_\_\_\_\_\_\_\_\_**

The undersigned, herein named RENTER, acknowledges that neither the Town of Winona Lake nor the Pavilion Management is responsible for losses, damages, or injuries, which occur to any person or thing as a result of the usage covered in this Rental Request Form.

Any damage to furniture, fixtures, walls, floors, ceilings, doors, mirrors, tabletops or other property shall be the sole responsibility of the Renter.

**Assumption of Risk (Indemnification):** Renter shall be responsible for all actions and

inactions of its guests, agents, caterers or any third-party present at the Miller Sunset Pavilion. By executing this Agreement, Renters agree to unconditionally indemnify and hold harmless The Town of Winona Lake, Pavilion Management and any of its directors, employees, principals and agents from any claims and/or liability incurred, including reasonable attorneys’ fees resulting from any acts, directly or indirectly, of Renter, its guests, agents, caterer or other third parties, related in any way, to the rental of the Miller Sunset Pavilion.

I hereby agree to comply strictly with and be legally responsible for all the foregoing Rules

and Regulations of the Town of Winona Lake included in this Agreement.

PRINT FULL NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGN FULL NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This contract is not valid until it is signed by the Town of Winona Lake or other Pavilion Management representative and a full payment reservation deposit is received.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_