



BUTTERFIELD PAVILION VENUE CONTRACT

Congratulations on your special event! Thank you for choosing Butterfield Pavilion. The following guidelines have been put in place to better serve you, the client, and for the protection of the grounds and its amenities.

This Contract is made effective as of _____ (date) by and between Valpo Parks, (VP), and
_____ (CLIENT).

The CLIENT represents that they wish to hold a _____ (EVENT)
on _____ (date) at Butterfield Pavilion located at 600 Evans Avenue (VENUE). This Contract constitutes the entire agreement between the parties and becomes binding upon signature by both parties. This Contract may only be amended or changed in writing and signed by VP and the CLIENT.

For good consideration, the parties agree as follows:

1. VENUE RENTAL FEE:

1.1. The CLIENT agrees to pay a non-refundable fee of \$550.00/\$575.00 plus tax (based on residency). The payment is to reserve the use of the VENUE for the specified date of EVENT and is due at the time of reservation. If for any reason, VP is unable to fulfill its contractual obligation under this Contract, the entire fee will be returned to the CLIENT as full compensation for the cancellation as agreed liquidated damages with no further penalties or liabilities assessable against VP resulting therefrom. In the event of a cancellation of the EVENT by the CLIENT, the fee is not refundable and shall be retained by VP as earned compensation for reserving the date.

1.2. OPTIONAL EARLY SET-UP FEE. Based on availability. The CLIENT agrees to pay an additional OPTIONAL EARLY SET-UP FEE of \$250 plus tax to prepare and set-up the VENUE in accordance with section 3.1.4 below. If for any reason, VP is unable to fulfill its contractual obligation under this Contract, the entire fee & OPTIONAL EARLY SET-UP FEE will be returned to the CLIENT as full compensation for the cancellation as agreed liquidated damages with no further penalties or liabilities assessable against VP resulting therefrom. In the event of a cancellation by the CLIENT of the EVENT, the entire FEE AND OPTIONAL EARLY SET-UP FEE is not refundable and shall be retained by VP as earned compensation for reserving the date.

2. CANCELLATION POLICY:

2.1. VP shall have the right to terminate this contract if the CLIENT fails to meet or violates any terms of the contract, in which case the provisions of this cancellation policy also apply.

2.2. The CLIENT shall not assign or sub---lease any terms, conditions or services contained in this contract or any interest therein without the express written consent of VP.

3. OUTDOOR LOCATION:

3.1. The CLIENT understands and agrees that they and their invited guests will abide by the requirements while on the VENUE. This includes (but is not limited to) the following:

- 3.1.1. The VENUE can accommodate a maximum of 250 persons. Parking is available on site.
- 3.1.2. The VENUE area is limited to inside the Butterfield Pavilion area, and the concrete pad on the north side of the building.
- 3.1.3. Use of the VENUE is for a fifteen (15) hour rental period. Beginning setup time is at 9:00 a.m. Ending time for all events is 12:00 a.m. Cleanup must be completed by 12:00 a.m.
- 3.1.4. Optional Early Set-Up of the VENUE, if available, is for an eight (8) hour rental period the day prior to your EVENT. Beginning set up time is 4:00 p.m. through 12:00 a.m.

3.2. Any items/decorations must be removed from the VENUE by 12:00 a.m. Set-up for your EVENT may not begin before the contracted rental time on the day of the EVENT or, for Optional Early Set-Up, from 4:00 p.m. through 12:00 a.m. the day prior to the EVENT, please allow enough time for setup, decoration and cleanup within the contracted rental time. VP is not responsible for items left on its premises or the VENUE.

3.3. Decorations, photos, lights, etc., may not be nailed, stapled or otherwise fastened to the VENUE or property belonging to VP unless approved by VP management and must be done in such a way as to not damage the structures, or landscaping. Artificial petals/leaves, glitter, confetti, rice, fireworks, and tiki-torches, balloons are NOT permitted at the VENUE at any time. Sterilized birdseed, native flower petals, lavender buds, bubbles, and bio-rice ARE allowed.

3.4. The CLIENT agrees to comply with all VENUE rules, regulations and policies as set forth in this contract.

4. ALCOHOLIC BEVERAGES:

4.1. As the host of a private party, the CLIENT acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at the VENUE during the duration of the event described in this contract. Beer and Wine maybe brought by CLIENT. Any hard liquor, cocktail drinks must be purchased and served through an Indiana State licensed off site caterer, with licensed bartenders. Identification and proof of age may be required from any person who appears to be under 25 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any visibly intoxicated person.

4.2 No hard liquor: unless by a licensed caterer may be brought to the VENUE and Federal and Indiana liquor laws will be strictly enforced. Underage drinking of alcohol is prohibited and will be enforced.

4.3. The CLIENT agrees to fully cooperate and assist VP to enforce Federal and Indiana laws and the policies of VP regarding the purchase and consumption of alcoholic beverages.

5. COURTESY PROTOCOL:

5.1. VP reserves the right to request any person or group of people acting unruly or contrary to rental regulations to leave the VENUE. Assistance from law enforcement agencies may be obtained by VP if a request to leave the VENUE made by VP is not promptly followed.

6. RESPONSIBILITY AND SECURITY:

6.1. VP are not responsible for any damage to or loss of any articles or property left at the VENUE prior to, during or after the EVENT. The CLIENT agrees to and accepts responsibility for any damage done to the VENUE or any property at the VENUE owned by VP by the CLIENT and the CLIENT's guests, invitees, employees or other agents of the CLIENT.

6.2. CLIENT agrees that VP shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission of the CLIENT, or any of the CLIENT's guests, invitees, employees or other agents from any accident or causality occasioned by the failure of VP to maintain the VENUE in a safe condition or arising from any other cause. The CLIENT, as a material part of the consideration for this contract, hereby waives on CLIENT's behalf and on behalf of all CLIENT's guests, invitees, employees or other agents, all claims and demands against VP for any such loss, damage, or injury. CLIENT further agrees to indemnify and hold VP free and harmless from any and all liability for any and all such loss, damage or injury to property and other persons, and from any and all costs and expenses arising there from, including but not limited to attorney fees.

6.3. The CLIENT shall pay for all necessary staffing, including security. It is hereby agreed that one (1) off-duty police officer must be at the event. VP will secure all necessary staffing and security. It is the responsibility of the CLIENT to pay staffing and security fees the day of the rental. Security shall start at the time the first guest arrives (excluding setup time) and go until cleanup is complete. CLIENT is required to pay the off-duty police officer \$30 per hour, cash at the beginning of the event for the outlined times listed on this contract, plus an additional \$30 in case the clean-up extends past 12:00 a.m. No refunds will be given for shorten time of event. If your clean-up is completed on time the officer will return the additional \$30 on site.

7. MUSIC AND ENTERTAINMENT:

7.1. The proximity of local residences to the VENUE is such that venue sounds, specifically music, must be kept below certain levels.

8. FOOD & CATERING:

8.1. The catering company or the CLIENT is responsible for setup and cleanup of the VENUE of their own equipment and supplies, subject to the requirements of Section 3.2.

8.2. All vendors (florists, bakers, musicians, rental company, etc.) agree to follow all the terms, rules and guidelines from this Contract and the CLIENT agrees to be responsible for the vendors at CLIENT's event. CLIENT further agrees to inform all vendors of the relevant terms, rules and guidelines for the VENUE and for the EVENT.

8.3. All catering supplies and trash must be disposed of in the designated areas at the conclusion of the EVENT.

8.4. The CLIENT is responsible for providing adequate wait staff and cleaning personnel. If the VENUE is not returned to VP in the condition in which it was delivered at the beginning of the EVENT, CLIENT agrees to pay VP for cleanup at the rate of \$80 per hour.

8.5. **All tables and chairs must be rented through VP.**

9. GENERAL INDEMNIFICATION AND LIMITATION OF LIABILITY:

9.1. CLIENT shall indemnify VP against liability for any suits, action, or claims of any character arising from or relating to CLIENT's use of the VENUE and/or performance under this Agreement. Furthermore, CLIENT shall assume full responsibility for meeting its third-party contractual obligations and shall indemnify VP against liability for any suits, action, or claims of any character arising from or relating to CLIENT's failure to meet said obligations.

9.2. CLIENT COVENANTS AND AGREES THAT VP, IT'S EMPLOYEES AND BOARD MEMBERS, SHALL NOT BE LIABLE TO CLIENT, TO CLIENT'S GUESTS, INVITEES, EMPLOYEES, AGENTS OR TO ANY OTHER PERSON OR ENTITY FOR ANY SUITS, ACTIONS, CLAIMS, EXPENSES, AND DAMAGES WHATSOEVER WHETHER SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL IN CONNECTION WITH PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE, THEFT OR OTHER LOSS ARISING OUT OF CLIENT'S USE OF THE VENUE PURSUANT TO THIS AGREEMENT WHETHER OR NOT SUCH SUITS, ACTIONS, CLAIMS, EXPENSES, AND/OR CLAIMED DAMAGES OCCUR AT OR IN THE VICINITY OF THE VENUE, AND WHETHER OR NOT SUCH SUITS, ACTIONS, CLAIMS, EXPENSES, AND/OR CLAIMED DAMAGES OCCUR BEFORE, DURING, OR AFTER THE EVENT.

9.3: CLIENT shall, in all cases, notify VP of any suit or claim made or filed against CLIENT regarding any matter resulting from or relating to CLIENT'S use of the VENUE or obligations under this Agreement and CLIENT will cooperate, assist, and consult with VP in the defense or investigation of any claim, suit, or action made or filed against VP as a result of or relating to CLIENT'S use of the VENUE or obligations under this Agreement.

10. ENTIRE AGREEMENT:

10.1. This contract contains the entire agreement of the CLIENT with VP. The CLIENT acknowledges reading this contract in its entirety and having the opportunity to ask questions. The CLIENT further acknowledges understanding the contents of this contract and agrees that its terms and conditions are fair and reasonable. There are no other agreements, promises or conditions, whether written or oral between CLIENT and VP. This contract supersedes and replaces any prior or contemporaneously written or oral agreements between the parties.

11. RULES AND REGULATIONS:

11.1 The list of Rules and Regulations attached as Exhibit A (incorporated into this Contract by reference) shall be followed by the CLIENT, which includes all CLIENT's EVENT PLANNERS, WEDDING COORDINATORS, and VENDORS who are involved in the planning and execution of the EVENT at the VENUE.

12. NOTICES:

12.1. Notices and communications between the CLIENT and VP should be in writing via email, hand-delivery or U.S. Mail. VP physical and mailing address is 3210 N. Campbell St. Valparaiso, IN 46385. CLIENTS mailing and email and mailing address is set out on page 5 below.

13. DEFAULT, DISPUTES, VENUE and COSTS:

13.1. Any controversy or claim between the CLIENT and VP arising out of or relating to this contract shall be paid for by the CLIENT. In the event of litigation concerning this contract, reasonable attorney fees and costs shall be paid for by CLIENT. This Agreement and all the terms hereunder shall be governed by the laws of the State of Indiana. CLIENT agrees that sole venue for any dispute arising out of this Agreement shall be with the Superior Courts of Porter County Indiana.

14. AGREEMENT TO CONTRACT:

14.1. By signing below, on page 5, CLIENT and VP agree to the foregoing Contract. CLIENT's signature indicates CLIENT has read, understood and voluntarily accepted all the above covenant, conditions terms and agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Client Name (Printed)

Client Signature

Date

Client email (Printed)

Client mailing address (Printed)

=====

Dan McGuire

Director of Facilities

Valpo Parks Representative

Title

Valpo Parks Representative's Signature

Date

Reservation Information:

A rental contract must be signed, and all pages initialed as well as appropriate payments submitted in order to confirm the Butterfield Pavilion venue.

PLEASE PRINT CLEARLY

DATE OF FUNCTION: _____

SETUP TIME: _____

START TIME OF FUNCTION: _____

END TIME OF FUNCTION: _____

CLEANUP TIME: _____

TOTAL NUMBER OF GUESTS: _____

Bride's Information:

Name _____

Address _____

Phone _____ Cell _____

Groom's Information:

Name _____

Address _____

Phone _____ Cell _____

Renter/Party Responsible for Payment:

Name _____

Address _____

Phone _____ Cell _____

Event date _____ Event time _____

Caterer Name and Phone number _____

Please check: Live Music _____ Disc Jockey _____ Other _____

Name_____ Phone_____

EXHIBIT A — RULES AND REGULATIONS:

General Provisions

The Valparaiso Department of Parks and Recreation, through its assigned agents, shall have full and irrevocable authority to establish rules and standards for the rental and use of this facility. This includes authority to deny the use of the building when it is felt that such use shall be harmful to the park property or that the proposed activity is not appropriate to Park and public standards.

In compliance with City Ordinance all park properties/facilities are nonsmoking.

Renter shall be at least 21 years of age and legally responsible for any damages that may occur to park properties.

Use of the Venue:

Use of the venue is limited to inside the Butterfield Pavilion, and the concrete pad off the north side of the building.

Facilities and Equipment

Attached is a floor plan with the arrangement of tables/chairs depending on the number of people attending your event. **FLOOR PLAN MUST BE PROVIDED TO VP AT LEAST 2 WEEKS PRIOR TO YOUR RESERVATION. Any deviation in set up from that depicted in the drawing shall be the responsibility of the RENTER.** All other set up other than tables and chairs shall be the responsibility of the RENTER. Taking tables and chairs down shall be the responsibility of Parks. Please leave the building the way you found it. Anything you bring in take out; anything you put up/on take down/off. Check the building before you leave. Anything left behind will be discarded by maintenance.

Building Equipment Available to Renters:

32 rectangular tables - 36" X 72"

12 round tables – 60"

receptacles – 30 gallons (extra bags are not provided)

Restrooms will be open during the rental period.

The kitchen is equipped with standard size refrigerator, stove (used for reheating food only; preparing food is not allowed) and double sink.

We suggest bringing items such as a plunger, paper towel, cleaning agent, handheld broom and dustpan, etc.

Rental Items:

Any and all other table, chair and/or inflatables must be rented through Valpo Parks.

Event ending time and clean up:

Use of the site is for a fifteen (15) hour rental period. All cleanup must be completed by 12:00 a.m. All garbage and trash shall be deposited in containers **and left inside the building by the southwest door.** The kitchen area is cleared of trash and garbage with counters and equipment wiped clean.

Decorations are allowed provided they can be installed as not to cause permanent damage to the building. No materials are to be nailed, tacked or stapled to the inside or outside of the building. **HELIUM FILLED BALLOONS ARE NOT ALLOWED INSIDE THE PAVILION.** All **outdoor signage is prohibited** on the building and fence line. All decorations, props and equipment should be removed and placed in receptacles provided or removed from the property at the end of your event.

Children:

All Children on the premises must be supervised by an adult.

Key Pick-up:

\$20 deposit required. Keys for the building are picked up from the VP Administrative Office the day prior to your event between 8am-5pm. (Sunday events may pick up on Friday). **Access to the building is not allowed until your reservation time.** Key shall be turned in the Monday following your event, at that time your key deposit will be returned.

Security:

Security is required for **ANY** event serving alcohol and will be secured by Valpo Parks. One (1) off-duty Valparaiso Police Officer will be assigned to your event at the rate of \$30 per hour, plus a \$30 security deposit (which will be returned if you are out of the building at midnight.) The officer will be there from the time your first guest arrives and will stay through cleanup. Monies for security must be brought in at the time you pick up your key for the event, double counted by VP staff and sealed in an envelope and given back to you to hand to the Officer at the start of your event.

Alcoholic beverages shall be in strict compliance with the laws of Indiana. Beverages must **not be** served in glass containers. Beer and wine are permitted. Any event serving hard alcohol must be provided by a licensed cater with all proper permits.

Amplified sound will be permitted. However, the pavilion is located within a residential area and noise level should be kept to a minimum.

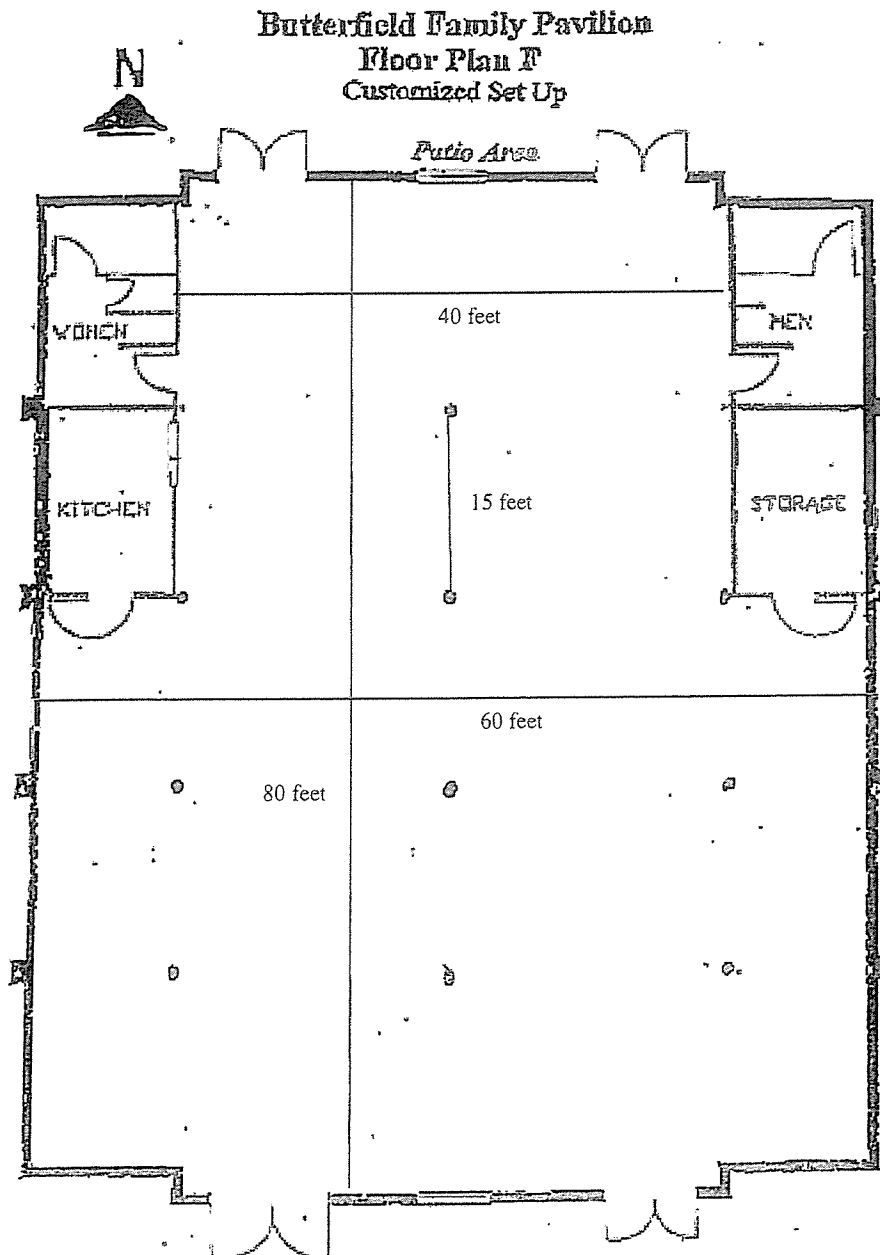
Selling food at any event requires proper permits from the Porter County Health Dept.

Outdoor Cooking is allowed. Grills are available for rental from the Parks. In no case shall the grill be located closer than 20 feet of the building.

General Provisions

The Valparaiso Department of Parks and Recreation, through its assigned agents, shall have full and irrevocable authority to establish rules and standards for the rental and use of this facility. This includes authority to deny the use of the building when it is felt that such use shall be harmful to the park property or that the proposed activity is not appropriate to Park and public standards.

**FLOOR PLANS MUST BE SUBMITTED TWO (2) WEEKS PRIOR TO
EVENT DATE.**



CORNER OF CALUMET & EVANS

● Indicates location of poles, all of which
have electrical outlets.