



# FRIEDMAN PARK EVENT CENTER

TODAY'S DATE: \_\_\_\_\_

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

[Circle] Sun Mon Tue Wed Thu Fri Sat

Expected Event Start Time: \_\_\_\_\_

Expected Number of Guests: \_\_\_\_\_

End Time \_\_\_\_\_

[must not exceed stated maximum capacity]

[Banquet Rentals are for a 10-hr. continuous block of time]

<b>Renter:</b>	<b>Renter:</b>
<b>Address:</b>	<b>Address:</b>
<b>Cell:</b>	<b>Cell:</b>
<b>Email:</b>	<b>Email:</b>

## FRIEDMAN PARK EVENT CENTER RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by \_\_\_\_\_ ("Client"), with an address of \_\_\_\_\_ and Warrick County Department of Parks and Recreation ("Parks"), for the rental of a portion of the Friedman Park Event Center (hereafter referred to as the "Venue", the "Event Center", or "FPEC"), with an address of 2700 Park Blvd., Newburgh, IN 47630. The parties agree to the terms specified in this Agreement.

The FPEC is available for a wide variety of social and business functions. Parks requires strict adherence to these terms and conditions.

### 1. DATES/TIMES OF PERMITTED USE/USE OF THE EVENT CENTER

Parks grants Client a license to use a portion or all of the Event Center (as identified in Section 2 below) for the Client event ("Event") to be held on \_\_\_\_\_, 20\_\_\_\_. Access to the rented portion of the Event Center will commence at \_\_\_\_\_ on the date of the Event and will end at \_\_\_\_\_ ("Rental Period"). Client accepts the Event Center in an AS IS condition. Client's Event is a \_\_\_\_\_. Client agrees that the Event Center will be used only for the Event indicated herein, and for no other purpose. Client shall at all times abide by federal, state and local laws, rules, regulations and standards with respect to the Event and the use of the Event Center.

Set-up and tear-down must occur during this Rental Period. If tear-down and removal of non-FPEC equipment is not completed by the end of the Rental Period, the Client will be responsible for additional rental time (see Event Pricing document for details). For Wedding Packages, see section 9e of Rental Agreement.

Access for Client, Client's vendors and Client's guests is **only** allowed during the Rental Period. Any other gatherings in the FPEC are not allowed without express written permission from Parks. For Wedding Packages, see section 9e of Rental Agreement.

### 2. SECURING AN EVENT DATE

- Upon receipt of the thirty percent (30%) deposit ("Deposit") and signed Rental Agreement, Parks will reserve and confirm your Event date if such date continues to be available.
- Parks cannot "hold" or guarantee an Event date prior to receipt of the Deposit and the signed Rental Agreement.
- Final payment of the Rental Fee is due 90 days before the Event. If the final payment is not timely made, the Deposit paid by Client shall be forfeited and retained by Parks, and the Event may be cancelled by Parks.

**I acknowledge that I have read and understand the Securing an Event Date provisions.** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

### 3. PAYMENT SCHEDULE

- Client shall pay thirty percent (30%) of the Rental Fee upon signing this Agreement as a Deposit.
- The balance of the Rental Fee (70%) shall be due no later than ninety (90) days prior to the Event.

- c. If the Event is booked within ninety (90) days of the Event date, then the entire Rental Fee shall be due at the time the Agreement is signed.
- d. Client shall fill out a Credit Card Authorization form to be placed in the Client's file.
- e. Clients' failure to make final payment of the Rental Fee at least ninety (90) days prior to the Event will constitute a default under this Agreement, and services will not be rendered and the Event Center will not be available for Client on the day of the Event regardless of the amount previously paid. If the final payment is not timely made, all such amounts previously paid shall be forfeited by Client and retained by Parks.

**I acknowledge that I have read and understand the Payment Schedule provisions.** \_\_\_\_\_(Initials)\_\_\_\_\_(Initials)

**4. CATERING POLICY**

- a. Client can choose a caterer from a list of Event Center approved caterers, which has been provided to you.
- b. The Client and Caterer are required to provide Parks with a copy of their signed catering agreement at the 30-day meeting.
- c. Client is allowed to use a caterer that is not on the approved caterer list only if approved in advance in writing by Parks.
- d. Client is prohibited from using the catering kitchen at FPEC unless Client retains an approved caterer.
- e. A concession stand is available for simple food preparation for clients without a caterer.
- f. The FPEC charges all caterers a Kitchen Use/Cleaning Fee of \$300 per event.

**I acknowledge that I have read and understand the Catering Policy provisions.** \_\_\_\_\_(Initials)\_\_\_\_\_(Initials)

**5. ALCOHOL VENDOR POLICY**

- a. Client must use one of the FPEC approved alcohol vendors to provide alcohol of any kind for the Event. There are no exceptions to this rule.
- b. Client must also use an approved alcohol vendor to serve all the alcohol of any kind for the Event.
- c. The Client and the alcohol vendor are required to provide Parks with a copy of their signed alcohol agreement at the 30-day meeting.
- d. Client may not bring any alcohol into or around the Event Center (only the approved alcohol vendor may do so).

**I acknowledge that I have read and understand the Alcohol Vendor provisions.** \_\_\_\_\_(Initials)\_\_\_\_\_(Initials)

**6. ALCOHOL POLICY**

Parks requires strict adherence to federal, state and local laws and regulations regarding alcohol consumption and service at the FPEC. The FPEC's Alcohol Policy is included in this Agreement as Exhibit B. If Client elects to offer alcohol during the Event, Client must understand and adhere to the FPEC's Alcohol Policy.

**I acknowledge that I have read and understand the Alcohol Policy provisions.** \_\_\_\_\_(Initials)\_\_\_\_\_(Initials)

**7. EVENT SECURITY**

One hired, uniformed, off-duty Warrick County Sheriff's Office ("WCSO") deputy must be present for every 150 guests when there is an event or reception where alcohol is served per the table below:

<b>Number of Guests</b>	<b>Number of Uniformed WCSO Deputies at \$40 per hour each for 2 hours minimum</b>
<b>1 to 150</b>	<b>1</b>
<b>151-300</b>	<b>2</b>

- a. **The client is responsible for the fee of the off-duty sheriff officer(s), which shall be paid to the WCSO prior to the start of the Event.**
- b. An FPEC employee will provide the Client with contact information for arranging WCSO security.
- c. The current rate is \$40 per hour/per deputy. The holiday rate is \$50 per hour/per deputy.
- d. All WCSO officers have the legal authority to arrest and/or escort guests from the property and handle any aggressive incidents as appropriate.
- e. Parks reserves the right to require security at non-alcohol events.
- f. Parks reserves the right to access all security cameras on the premises.

**I acknowledge that I have read and understand the Event Security provisions.** \_\_\_\_\_(Initials)\_\_\_\_\_(Initials)

**8. 30-DAY MEETING**

Client shall participate in a mandatory planning meeting that will be held approximately 30 days before the Event (“30-Day Meeting”) with FPEC Staff. The Client’s Planner, if any, should attend this meeting. The following items and documents will be required at the 30-Day Meeting.

- a. Final guest count, floor plan, and facility equipment requests
- b. Catering Contract and plan if using the catering kitchen
- c. Liquor Contract, service times, and plan if alcohol is being served
- d. Required insurance documentation (certificate of insurance showing Client has obtained the required insurance)

After the 30-Day Meeting, this documents/this information will be considered final plans. Client will incur additional fees for changes requested to these final plans.

**I acknowledge that I have read and understand the 30-Day Meeting provisions.** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

**9. SET-UP/TEAR-DOWN OF EVENT CENTER**

- a. All decorations for the Event must be approved in advance by Parks, which approval may be withheld in Parks’ sole discretion. Any decorations that could possibly damage the ceilings, walls or floors will not be allowed.
- b. FPEC staff will set up the tables and chairs as laid out in the requested floor plan (excluding additional tables and chairs rented by Client, which shall be set up by Client’s tables and chairs vendor).
- c. Client is responsible to tear-down the Event as defined in the Usage Rules & Fees (Exhibit A)
- d. Client shall leave the Event Center and the surrounding land as found initially and shall make all necessary arrangements for clean-up and removal of all decorations, signage, and items not belonging to Parks. All furnishings shall be replaced to their original setup, and trash shall be properly disposed of. Client will be responsible for the Excessive Cleaning Fee if Client does not follow the rules specified in this Agreement.
- e. Client must remove all non-FPEC Décor items from the Event Center during the Rental Period. For select Wedding Packages, certain items may be picked up by 10 am the following morning (dependent of facility rental schedule) if agreed upon during contract signing; this includes items brought by Client’s vendors and guests including all food and drinks that may be left in the refrigerator. If all items are not removed by the designated time, Client will be responsible for Additional Event Time and Pick-up/Delivery Fees for each day these items remain on the property. All abandoned items will be thrown away or donated to charity.

**I acknowledge that I have read and understand the Set-Up/Tear-Down provisions.** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

**10. CANCELLATION/RESCHEDULE POLICY**

CANCELLATIONS		RESCHEDULING	
More than 9 months prior to Event, Client qualifies for the following refunds:	100% of the Deposit and Rental Fee paid by Client	More than 9 months prior to Event, Client can apply the following to the new Event date	100% of Rental Fee paid by Client
Between 9 months and 3 months prior to Event, Client qualifies for the following refunds:	Any part of the Rental Fee paid by Client other than the Deposit	Between 9 months and 3 months prior to Event, Client can apply the following to the new Event date:	100% of Rental Fee paid by Client
Within 3 months of the Event, Client qualifies for the following refunds:	There are no refunds.	Within 3 months prior to Event, Client can apply the following to the new Event date:	70% of Rental Fee paid by Client

**I acknowledge that I have read the Cancellation/Reschedule Policy.** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

**11. NATURAL DISASTER/SEVERE INCLEMENT WEATHER**

In the event of a natural disaster/severe inclement weather that renders the FPEC unsuitable for the Event (as determined by Parks in its sole discretion), eighty percent (80%) of the Rental Fee paid can be applied to a future Event date. If Client should elect not to re-book, no refund will be provided. Parks encourages Client to purchase event insurance to offset this risk.

**I acknowledge that I have read the Natural Disaster / Inclement Weather Policy** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

**12. LATE AND REJECTED PAYMENT**

- a. Late Payments: Client will be charged a late fee for overdue invoices (see Exhibit A). If the Rental Fee is not paid in full at least ninety (90) days prior to the Event, Parks reserves the right to cancel the Event.
- b. Returned Check/Declined Credit Card: In the event that any check is returned by the financial institution, or a credit card is declined, Client must arrange for alternate payment within forty-eight (48) hours of notification and

will be responsible for the Rejected Payment Fee (see Exhibit A).

**I acknowledge that I have read the Late and Rejected Payment policy above.** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

**13. INDEMNIFICATION**

Parks reserves the right, but does not have the obligation, to inspect and control the Client's Event at the Event Center. Client shall indemnify, defend and hold harmless Parks, Warrick County Economic Development Department, Warrick County, all other departments and boards of Warrick County, and the officers, representatives, agents and employees of each of them (collectively referred to as the "Indemnified Parties") from and against any and all demands, suits, judgments, settlements, claims, damages to property, injuries (including death) to persons, fines, liens, losses, costs, liabilities, and expenses (including reasonable attorneys' fees)(collectively referred to as the "Losses") arising out of or in any way related to the Event, except for such Losses caused by the sole negligence or willful misconduct of the Indemnified Parties..

This indemnity obligation shall survive the termination of this Agreement. Client hereby releases the Indemnified Parties from all liability and responsibility to Client or anyone claiming through or under Client (including all of Client's guests and vendors) by way of subrogation or otherwise for any injury to person, and loss or damage to equipment or property of Client, Client's guests or vendors.

**I acknowledge that I have read and understand the Indemnification Clause.** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

**14. INSURANCE**

Client shall obtain and maintain commercial general liability insurance (including contractual liability coverage) for bodily injury (including death) and property damage covering Client, the Event, the Event Center, and its activities and/or use of the Event Center in an amount not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 in the aggregate. Such policy shall name the Indemnified Parties as additional insureds. Client's commercial general liability insurance shall cover all activities of Client, Client's guests and vendors, specifically including, but not limited to, any and all claims arising from or incident to the service or consumption of alcohol. A certificate of insurance showing that Client has obtained the required commercial general liability insurance shall be delivered to Parks at the 30-Day Meeting. The certificate of insurance must show that the insurer shall provide Parks with at least ten (10) days prior written notice of the cancellation or reduction of such insurance coverage.

**I acknowledge that I have read and understand the Insurance Clause.** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

**15. DAMAGES AND SECURITY DEPOSIT**

- a. If any furnishings, the Event Center, the land surrounding the Event Center, or any property of Parks are damaged as a result of activities during the Event, Client agrees to pay for repair costs and/or replacement costs, as may be necessary, to remedy such damage. Payment to repair or replace any such damages which occur during or as a result of the Event will be charged to the Client, except for damages caused by the gross negligence or willful misconduct of Parks. Client covenants that Client and all of Client's agents, servants, employees, contractors, vendors, guests, and attendees will use due care and diligence in all of their activities and operations at the Venue.
- b. Client warrants that Client or one of Client's vendors shall remain IN THE VENUE AT ALL TIMES during the Event. Client shall not access any restricted areas in the Event Center.
- c. Parks will use reasonable efforts to report any damages or loss of property to the Client within twenty-four (24) hours of the completion of the Event, however, some things may not be noticed during that time period. Parks reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event or within ten (10) business days of the Event, whichever is shorter. If any damages have occurred, Parks will provide an itemized list to the Client and charge the damage amount to the Client's credit card that was held on file for such purpose. If Client's credit card is not available/sufficient to cover all such damages, Parks shall submit an invoice to Client for such damages, and Client shall pay the invoice in full within ten (10) days of the date of the invoice. Interest shall accrue on such unpaid invoice at the rate of one percent (1%) per month if not timely paid.
- d. Client shall provide all vendors with a copy of the Event Center's policies and will ensure that each vendor complies with such policies. In the event of noncompliance with such policies, Client shall bear any and all costs of such noncompliance. Parks reserves the right to end the Event early or cancel the Event for any noncompliance with such policies. If such Event is cancelled or ended early, all monies paid shall be retained by Parks.

**I acknowledge that I have read and understand the Damages/Security Deposit Clause** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

**16. NO SMOKING. THERE SHALL BE ABSOLUTLY NO SMOKING** or vaping anywhere inside or outside the Event Center. Absolutely no illegal substances of any kind are allowed anywhere in or around the Event Center. Friedman Park and the Event Center are non-smoking venues.

**I acknowledge that I have read and understand the No Smoking Policy** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

**17. GOVERNING LAW, VENUE AND JURY WAIVER.**

Indiana law shall govern this Agreement. Venue for any disputes under this Agreement shall rest exclusively with the Circuit and Superior Courts located in Warrick County, Indiana. CLIENT AND PARKS HEREBY VOLUNTARILY, KNOWINGLY,

IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, CLAIM OR CONTROVERSY BETWEEN THEM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF.

**I acknowledge that I have read and understand the Governing Law/Venue/Jury Waiver** \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)

**18. MISCELLANEOUS.**

- a. At all times when the Venue is open, all exit doors must be unlocked from the inside, and access to exit doors must be unobstructed.
- b. Client shall not sublet the Event Center or any part thereof, or assign its rights hereunder, without first obtaining the prior written consent from Parks, which may be given or withheld in Parks sole discretion.
- c. The lack of performance hereunder by Parks shall be excused without liability if the failure to perform is due to an act of God, fire, casualty, act or decision of governmental authority, injunction, labor dispute, or any other cause beyond the reasonable control of Parks.
- d. Client's failure to comply with the terms of this Agreement may result in cancellation of the Event by Parks.
- e. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof, and any such invalid or unenforceable provision shall be deemed severable.
- f. This Agreement, including all of its Exhibits and attachments, constitutes the entire understanding of the parties with respect to the Event, and shall be binding on the parties, their heirs, personal representatives, successors and assigns.
- g. As used herein, "Image" refers to any photograph or other still image captured, taken, created or produced at or in connection with the Event by Parks. Client, on behalf of itself, its vendors and guests (collectively, the "Client Parties") hereby authorizes Parks on a non-exclusive, perpetual basis to use, reproduce, distribute, display, publish and create derivative works from (collectively, "Use") any Image for the purpose of advertising and promoting the Event Center and its services. Client grants these rights as an inducement to Parks to enter into this Agreement and will receive no compensation for Parks' Use of any Image. Client waives any right to inspect or approve Parks' Use of any Image. Client acknowledges that any Image produced by Parks is and shall remain owned by Parks. With respect to each identifiable individual appearing in each Image (each a "Subject"), Client represents and warrants that each Subject has consented to the rights granted herein; and that each Subject understands that he or she will have no right to compensation for Parks' Use of any Image or the right to inspect or approve such use.

CLIENT HAS THE RIGHT TO OPT OUT OF THE PROVISIONS IN THE PREVIOUS PARAGRAPH REGARDING USE OF AN IMAGE (SECTION 19.g). IF CLIENT DESIRES TO OPT OUT, SIGN ON THE FOLLOWING LINE:

\_\_\_\_\_.

**THE CLIENT CERTIFIES THAT HE/SHE IS LEGALLY ABLE TO ENTER INTO THIS FRIEDMAN PARK EVENT CENTER RENTAL AGREEMENT AND THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT AND IT IS EXHIBITS AS WELL AS OTHER REFERENCED DOCUMENTS.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Warrick County Department of Parks and Recreation**

**Client**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_



# FRIEDMAN PARK EVENT CENTER

## Friedman Park Event Center Rental Agreement – Exhibit A Usage Rules & Fees

Following are rules that must be followed by Client, Client's guests and vendors. Non-adherence to these rules will lead to the assessment of additional fees and possibly to the cancellation of the Event.

### 1. Moving FPEC Décor

The FPEC Décor will be positioned by the FPEC staff members based on the final plan agreed to at the 30-Day Meeting. Should Client choose to adjust FPEC Décor after placement, Client must receive consent from **the FPEC** Representative before making any such adjustments.

### 2. Event Center/FPEC Décor /Event Staffing

- The Event Center includes the space available for rent within the Event Center along with the public spaces. Client will have the use of items in the room or rooms rented by Client ("FPEC Décor") which may include tables, chairs, AV equipment, display and, décor items etc.
- The FPEC staff will set-up/tear-down the FPEC Decor for the Event, based on the layout defined during the 30-Day Meeting.
- FPEC staff will NOT assist Client with set-up/tear-down of *non-FPEC* Décor.
- FPEC staff reserves the right to remove any unauthorized decorations.
- A FPEC staff member will be available via cell phone or onsite during your Event to answer questions and address property maintenance issues.

### 3. Event Center Walls

- **No nails, tacks, staples, glue guns, putty tape, or anything that attaches to or penetrates the walls, ceiling, fixtures, or equipment is allowed.**
- The Client is responsible for cleaning up all decorations, other than the FPEC Decor.

### 4. Candles

- Real candles must be placed in glass containers to protect the FPEC from damage.

### 5. Celebration Items

- The following Celebration Items are NOT permitted at the FPEC: bird seed, rice, confetti, glitter, party string, Chinese sky lanterns, fireworks and such other items that Parks determines, in its sole discretion, might damage the Event Center. These items are a danger to the FPEC, Friedman Park, and other guests. If these items are used, Client will be charged an Illegal Celebration Cleaning Fee (see Exhibit A) for each illegal item.
- The following items may be used OUTDOORS ONLY: bubbles, lavender, real flower petals (or other similar organic materials). The use of sparklers is allowed only with prior authorization of FPEC and with FPEC staff directing and monitoring the use and disposal. Use of sparklers is ONLY allow on front concrete area. If any of these items are used inside the Event Center, Client will be charged an Excessive Cleaning Fee (see Exhibit A).

### 6. Kitchen

The FPEC has an oversized catering kitchen equipped with refrigeration, freezer, warming ovens, commercial ice maker, and spacious counter tops. Our kitchen is strictly for prepping, plating and presentation of food. There is no cooking equipment.

### 7. Vendors

- We have an open vendor policy (except for Caterers and Alcohol vendors) though we do have a list of suggested vendors.
- All vendors that work at or make deliveries to the FPEC must be licensed (if applicable) and insured.

## Friedman Park Event Center Rental Agreement – Exhibit A

# Usage Rules & Fees

## 8. Rules for Client's Vendors (Client is responsible for communication of rules)

- **Caterers:** All caterers must have a Catering Services Agreement in place with Parks, and appropriate paperwork and insurance on file. Caterers are charged a \$300 Kitchen Use/Cleaning Fee.
- **Florists:** Client must notify Florist that every plant must have an underlying tray to prevent water marks on floors and/or furnishings. All floral equipment and residue (i.e. flower petals or leaves) must be removed from the Event Center (building and grounds) during the Rental Period (see section 9e of Rental Agreement for details).
- **Music/Entertainment:** Client and Client vendors must adhere to the following rules:
  - Volumes must be kept at a reasonable volume at all times.
  - No music is allowed to be played or set up outside after 8:00 pm.
  - All music must end by 11:00 pm on Friday or Saturday and 10:00 pm Sunday through Thursday.
  - All equipment must have felt/rubber bottoms or be placed on a carpet or other protective material.
  - Equipment that gets hot during use must be mounted on appropriate fireproof materials.
  - All equipment must be installed and removed during the Rental Period (see section 9e of Rental Agreement for details).
  - Parks reserves the right to end Music/Entertainment for not following these rules.
  - Client shall also inform any DJ or band hired by the Client of the County's inside decibel level limit of 100 db and outside level of 70db.
- **Rental Equipment/Wedding Supplies:** Rental equipment/wedding supplies procured from outside vendors must be delivered and removed during the Rental Period (see section 9e of Rental Agreement for details). Should that not be possible, Client will incur a Pick-up/Delivery Fee (See price list for fees below). All equipment must have appropriate materials to ensure no damage is made to the Event Center floor. FPEC holds no responsibility for storage or protection of equipment left overnight.

## 9. Common Areas and Other Rooms in the Event Center

Common Areas, which include the foyer and the restrooms, must be shared with other groups if the other spaces are rented. The Client and Event guests do not have access to the Venue office or other spaces in the Event Center (except the foyer and restrooms) unless rented at an additional cost. Certain Wedding Packages include Event Center exclusivity. See Wedding Package details information and space included.

## 10. Parking

- The Friedman Park Event Center has 54 reserved spots in front of the facility.
- The Friedman Park Event Center has an additional 204 paved spots that can be reserved on request.
- The rest of Friedman Park has 200 spots that are available to the public on a first come, first served basis.
- Vendor, Truck, Delivery, Set Up, Tear Down parking must be in designated areas and discussed with the FPEC staff.
- No overnight parking is available without the notification and consent of Parks or FPEC Staff.
  - Any permitted vehicles parked overnight must be removed by 10 am the following morning.
  - Vehicles and their contents are left parked overnight at the owners or drivers own risk.

## Friedman Park Event Center Rental Agreement – Exhibit A Usage Rules & Fees

Below is a list of additional fees that may be associated with your rental.

Additional Fees	
● Concession Stand Use / Cleaning	\$150/day
● Outdoor FPEC Pavilion	\$300/day
● Facility Damage Fee	Cost of Repairs
● Food Truck Fee	\$50/truck
● Other Park Amenities	Posted Rate(s)
● Banquet Rental / Exclusivity Fee (To be the only event in the FPEC for the day of your rental)	\$500/day
● Indiana State Sales Tax ( <i>applicable items</i> )	7%
● Facility Surcharge	2.55%
● Labor Fee (e.g., set-up/tear down of non-FPEC equipment)	\$40/hour
● Excessive Cleaning Fee	\$100/hour
● Illegal Celebration Cleaning Fee	\$350/item
● Pickup/Delivery Fee - pick-up or delivery outside of Rental Period	\$100 per vendor/day
● Late Payment Fee (per invoice)	\$50
● Rejected Payment Fee (per invoice)	\$50
● Additional Banquet Hall Time	\$350/hour
● Additional time in Bridal Suite (Wedding Packages only)	\$100/hour
<i>Some fees may be included in rental/wedding packages (see packages for details)</i>	





## Friedman Park Event Center Rental Agreement – Exhibit B The FPEC Alcohol Policy

Any and all liabilities arising from the consumption of alcoholic beverages are the responsibility of the Client and Client's alcohol vendor. All federal, state and local laws, regulations and ordinances must be adhered to at all times.

**Following are additional rules that must be followed by Client, Client's guests and vendors. Non-adherence to these rules may lead to the cessation of bar service or expulsion from the Event Center.**

1. **Liquor Vendors:** Client MUST use an approved FPEC liquor vendor to provide alcohol at the FPEC.
2. **Service Guidelines**
  - All alcohol must be served by a licensed bartender.
  - No alcohol can be served unless there is also food provided.
  - In compliance with the National Minimum Drinking Age Act, Parks reserves the right, but does not have the obligation, to request a valid form of identification to verify age of any guest. The licensed bartender shall request a valid form of identification to verify the age of any guest that is requesting an alcoholic beverage.
  - No take home cups are allowed.
  - No tailgating is allowed.
  - Client and Client's guest may not bring their own alcohol into the FPEC.
3. **Cessation of Service:** Parks reserves the right, in its sole discretion, to evict Client or Client's guests from the property, or to close the bar at any time during the Event.

Specific behaviors that may result in expulsion or bar closure include, but are not limited to:

- Displaying intoxicated behavior, including but not limited to: swerving, slurring, stumbling, fighting, destruction of property, disrespectful behavior (to other Guests, Vendors or FPEC staff), and getting sick.
  - Attempting to prevent a bartender from refusing service to any guest.
  - Allowing minor persons to consume alcohol
  - Possession and/or consumption of a personal supply of alcohol – this includes in private vehicles
  - Consumption of alcohol not served by bartender
4. **Bar Closure at the End of the Event:** All bars shall close according to the following schedule:
    - Last call will be announced 45 minutes before the end of the Event.
    - The bar will close 30 minutes before the end of the Event.



**FRIEDMAN PARK  
EVENT CENTER**

**RENTAL PRICES**

**BANQUET HALLS**

<u>Grand Ballroom</u>			<u>Fireplace Hall &amp; Lake Side Hall</u>		
	<b>Peak</b>	<b>Off Peak</b>		<b>Peak</b>	<b>Off Peak</b>
<b>Friday/Sunday</b>	\$3000	\$2500	<b>Friday/Sunday</b>	\$2000	\$1500
<b>Saturday</b>	\$3500	\$3000	<b>Saturday</b>	\$2500	\$2000
<b>All Weekend</b>	\$8000	\$6500	<b>All Weekend</b>	\$5250	\$4000
<b>Weekday</b>	\$2000	\$1500	<b>Weekday</b>	\$1500	\$1000

**Peak Season – May, June, Aug, Sept, Oct, Dec.**

**Off Season – Jan, Feb, Mar, Apr, July, Nov.**

\*The rates above are for nonexclusive use of the facility. For exclusive use of the facility add \$500 to your banquet hall rental.

\*Pricing is for room rental only. Please review provided list of both additional service fees or additional charges that may be incurred

- All Weekend is 3pm on Friday – noon on Sunday
- The Friday/Sunday rate will also apply to weekday holidays
- Saturday rate will also apply to Sunday on 3-day weekends
- Event Security may be required – see sec 7 for details

**MEETING ROOMS**

<u>Board Room</u> (maximum of 16 people)	<u>Class Room</u> (maximum 48 people)	<u>Conference Room</u> (maximum 25 people)	<u>Hospitality Suite</u> (maximum of 16 people)
<b>Rental Rates:</b> Weekday = \$150 Fri/Sat/Sun = \$200	<b>Rental Rates:</b> Weekday = \$250 Fri/Sat/Sun = \$300	<b>Rental Rates:</b> Weekday = \$200 Fri/Sat/Sun = \$250	<b>Rental Rates:</b> Weekday = \$100 Fri/Sat/Sun = \$150

*All meeting room rental fees allow for up to a five-hour block of time*

**WEDDING PACKAGE PRICING (See Wedding Guide for Details)**

*Micro Wedding Packages*

<b>“Going to the Chapel”</b> \$800	<b>“Just the Two of Us”</b> \$1500
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*Deluxe Wedding Packages*

<b>“To Have and to Hold”</b> Lakeside or Fireside Hall \$ 3400 Grand Ballroom \$4400	<b>“Happily, Ever After”</b> Lakeside or Fireside Hall \$3000 Grand Ballroom \$4000
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**All Rentals**

- A 5% discount for Military and Warrick County Residents off of the banquet hall, wedding packages, and meeting rooms rental only.
- A 40% discount for 501(c)(3) charitable organizations off of the banquet hall and meeting room rentals only.
- One discount per rental is available
- Pricing does not include 7% sales tax

If you are a 501(c)(3) Non-Profit, Military, or a Warrick County Resident, you must provide the necessary documentation to prove entitlement to the discount when signing this Agreement.



**FRIEDMAN PARK**  
EVENT CENTER

\_\_\_\_\_  
CLIENT DATE

\_\_\_\_\_  
EVENT CENTER DIRECTOR DATE

RENTAL PRICE \$ \_\_\_\_\_

ADDITIONAL SPACE \$ \_\_\_\_\_

SALES TAX \$ \_\_\_\_\_

TOTAL RENTAL PRICE \$ \_\_\_\_\_

30% DEPOSIT DUE @ SIGNING \$ \_\_\_\_\_

BALANCE DUE \$ \_\_\_\_\_

Remaining Balance Due at least **90 DAYS** before the Event date.