

Porter County Public Library System
Library Garden
Special Event Venue Contract

Thank you for hosting your event at the Library Garden. 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 Porter County Public Library System, (PCPLS), and _____(CLIENT).

The CLIENT represents that they wish to hold a special event (EVENT) on _____ (date) at 106 Jefferson Street, Valparaiso, IN (VENUE). This Contract constitutes the entire agreement between the parties and becomes binding upon initialing each page and signature by both parties. This Contract may only be amended or changed in writing and signed by PCPLS and the CLIENT.

The CLIENT must be at least eighteen years old and be legally responsible for any damages.

The Library Garden is a tobacco and drug-free venue. This includes e-cigarettes and vaping.

For good consideration, the parties agree as follows:

1. VENUE RENTAL FEE:

1.1. The CLIENT agrees to pay a non-refundable FEE of \$400. The payment is to reserve the use of the VENUE for the specified date of EVENT and is payable when the Contract is executed. If for any reason, PCPLS 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 PCPLS resulting therefrom. In the event of a cancellation of the EVENT by the CLIENT, the fee is not refundable and shall be retained by PCPLS as earned compensation for reserving the date.

1.3 DEPOSIT:

The CLIENT must contact PCPLS staff to submit payment of the \$150 deposit and review the rental contract at the time of rental submission. It is the responsibility of the CLIENT to contact PCPLS staff.

The deposit must be made in the form of cash, cashier's check, money order, or credit/debit which will be held until completion of the event and evaluation of the property by library staff. Upon evaluation of the Garden, a refund will be issued to the CLIENT following the first Library Board meeting after the event takes place. Library staff will contact the CLIENT to alert them of any damages or cleaning requirements observed from their rental and the accompanying charges.

Client initial here _____

If the CLIENT does not submit the required documents, does not submit payment 15 days prior to the event and/or fails to meet with library staff prior to the event, the reservation will be cancelled. This will be considered a cancellation at fault of the CLIENT and no refunds will be applied.

2. CANCELLATION POLICY:

2.1. PCPLS 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 PCPLS.

2.3 Cancellations must be made within 7 days of the rental date to receive a refund of any fees and deposits paid. Cancellations made less than 7 days before the rental date forfeit their right to a refund.

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 125 persons. Street parking is available, as is parking in city lots. The parking lot on the west side of the Library is available. Carpooling is recommended.

3.1.2. The VENUE area is limited to inside the Library Garden.

3.1.3. Use of the VENUE is for an eight (8) hour rental period. Setup begins no sooner than the agreed upon time. Cleanup must be completed within the eight (8) hour timeframe. All events must end by 9:00 PM, with clean up being completed no later than 10:00 PM.

3.2. Outside rentals and equipment must be removed from the VENUE by the end of the rental period unless other arrangements have been made in advance and approved by PCPLS in writing. Set-up for your EVENT may not begin before the contracted rental time on the day of the EVENT unless prior written approval is given by PCPLS. Please allow enough time for setup, decoration and cleanup within the contracted rental time. CLIENT agrees to pay an additional \$100 per hour for an EVENT extending past the end of the rental time. PCPLS 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 PCPLS unless approved by PCPLS and must be done in such a way as to not damage the structures, or landscaping. Artificial petals/leaves, glitter, confetti,

Client initial here _____

rice, fireworks, tiki-torches, and 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. Any alcohol, including beer, wine, and hard liquor or cocktail drinks must be purchased and served by the Porter County Expo Center, an approved Indiana State licensed off-site caterer with licensed bartenders. A separate agreement between the CLIENT and Porter County Expo Center is necessary to serve alcohol at the VENUE. 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. The alcoholic beverage service will end by 8:30PM.

4.2 Only alcohol provided by Porter County Expo Center 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. Beverages must **not be** served in glass containers.

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

4.4. The CLIENT shall pay for all necessary staffing, including security, directly to the service provider. It is hereby agreed that a minimum of one (1) off-duty police officer currently employed by a Porter County law enforcement agency must be at the event to provide security if alcohol is going to be served. The CLIENT 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 one (1) hour prior to the start of your event (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. No refunds will be given for the shortened time of the event.

4.5 PCPLS reserves the right at any time to deny a CLIENT the privilege of service or sale of alcohol on library property.

5. COURTESY PROTOCOL:

5.1. PCPLS reserve 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 PCPLS if a request to leave the VENUE made by PCPLS is not promptly followed.

Client initial here _____

In the event that the CLIENT or attendees have been removed from the VENUE the CLIENT forfeits the full deposit.

6. RESPONSIBILITY AND SECURITY:

6.1. PCPLS is 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 PCPLS, by the CLIENT and the CLIENT's guests, invitees, employees or other agents of the CLIENT. The CLIENT must provide general supervision and control of all activities and people to prevent injury or damage. All children must be supervised by an adult while anywhere within the venue.

6.2. CLIENT agrees that PCPLS 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 PCPLS 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 PCPLS for any such loss, damage, or injury. CLIENT further agrees to indemnify and hold PCPLS 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.

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 a certain level, as noted in the City of Valparaiso noise ordinance. All music must end by 9:00PM.

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.

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 PCPLS in the condition in which it was delivered at the beginning of the EVENT, CLIENT agrees to forfeit the \$150 deposit and a cleaning fee of \$50.00 per hour.

Client initial here _____

8.5. Rental items may come through local or regional rental companies.

9. GENERAL INDEMNIFICATION AND LIMITATION OF LIABILITY:

9.1. CLIENT shall indemnify PCPLS 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 Contract. Furthermore, CLIENT shall assume full responsibility for meeting its third-party contractual obligations and shall indemnify PCPLS 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 PCPLS, ITS 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 PCPLS 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 Contract and CLIENT will cooperate, assist, and consult with Retrain in the defense or investigation of any claim, suit, or action made or filed against PCPLS 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 PCPLS. 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 PCPLS. This Contract supersedes and replaces any prior or contemporaneously written or oral agreements between the parties.

11. RULES AND REGULATIONS:

11.1 All rules and regulations contained within this contract 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. A separate copy of the Library Garden Rental Policies & Information shall be made available to the CLIENT and their designated representative upon request.

Client initial here _____

12. NOTICES:

12.1. Notices and communications between the CLIENT and PCPLS should be in writing via email, hand-delivery or U.S. Mail. PCPLS physical and mailing address is 103 Jefferson Street, Valparaiso, IN 46383. CLIENTS mailing and email and mailing address is set out below.

13. DEFAULT, DISPUTES, VENUE, COSTS, and FORCE MAJEURE:

13.1 Failure of the CLIENT to comply with the terms of the Contract will be deemed a default by CLIENT and forfeiture of any monies paid. Any costs associated with any controversy or claim arising out of or related to this Contract will be the responsibility of the CLIENT. CLIENT agrees to pay for all costs and expenses incurred by the Library to enforce and/or defend this Contract, including attorney's fees and costs of collection.

13.2 This Contract and all the terms hereunder shall be governed by the laws of the State of Indiana. The parties agree that the sole venue for any dispute arising out of the Contract shall be with the Porter Superior Court.

13.3 FORCE MAJEURE - In the event that the performance of the PORTER COUNTY PUBLIC LIBRARY SYSTEM of any of the obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, global pandemic, or the act of conduct of any person or person not party or privy hereto, then the PORTER COUNTY PUBLIC LIBRARY SYSTEM shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

14. AGREEMENT TO CONTRACT:

14.1. By signing below, CLIENT and PCPLS agree to the foregoing Contract. CLIENT's signature indicates CLIENT has read, understood and voluntarily accepted all the above covenant, conditions, terms and agreements.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Client initial here _____

Client Name (Printed)

Client Signature

Date

Client email (Printed)

Client mailing address (Printed)

Jesse D. Butz, Director PCPLS

Date

Client initial here _____

Reservation Information:

A rental contract must be signed, and all pages initialed as well as appropriate deposits submitted in order to confirm the Library Garden venue.

PLEASE PRINT CLEARLY

DATE OF FUNCTION: _____

SETUP TIME: _____

START TIME OF FUNCTION: _____

END TIME OF FUNCTION: _____

CLEANUP TIME: _____

TOTAL NUMBER OF GUESTS: _____

Party Responsible for Payment:

Name _____

Address _____

Phone _____ Cell _____

Emergency Contact:

Name _____

Phone _____

On Site Point of Contact:

Name _____

Phone _____

Point of Contact must be named, identified, and on-site for the entire rental period, which includes set up and tear down.

Caterer Name and Phone number _____

Please circle: Live Music Disc Jockey Other _____

Name _____ Phone _____

Client initial here _____