

## Promenade Park

202 West Superior Street Fort Wayne, IN 46802

(260) 427-6000 Fax: (260) 427-6020

### Rental Reservation Contract

Thank you for choosing Promenade Park, and we look forward to helping you with your event. Please read the information in this agreement carefully as you will be responsible for adhering to its terms. Promenade Park was designed to provide open access to the citizens of Fort Wayne of all abilities. Rentals and events must be in alignment with these guiding principles.

#### 1. To Rent Promenade Park

- a. Call Megan Butler at 427-6248 or e-mail [megan.butler@cityoffortwayne.org](mailto:megan.butler@cityoffortwayne.org) to check on available dates or to schedule your event.
- b. Submit a rental contract with 50% deposit to the FWPRD offices .
- c. See list of rental fees in **Appendix A**

#### 2. Payments:

- a. Initial deposit must be made in-person along with completed Rental Agreement at the Ft Wayne Parks and Recreation Main Office: 705 E. State Blvd., Ft. Wayne, IN 46805. Please contact Megan Butler to schedule an appointment to do this.
- b. A deposit of 50% of the **total fees** (rental fee, security, + any additional fees) is due upon booking. **Dates cannot be held without a completed contract and deposit.**
- c. Subsequent payments for balances can be made by check to Fort Wayne Parks and Recreation Dept., attn.: Promenade Rental, 705 East State Blvd., Fort Wayne, IN 46805. Please include a copy of your invoice or rental receipt. For balance inquiries or to pay a balance with a credit card over the phone please call the Main Office at: (260) 427-6000.
- d. Reservations made within 30 day of the rental must be paid in full at the time of the reservation.

#### 3. Refunds

- a. To cancel a reservation, renter must contact Megan Butler at 427-6248 or [megan.butler@cityoffortwayne.org](mailto:megan.butler@cityoffortwayne.org).
- b. Refunds shall be granted by the following timeline:
  - i. **6 or more months' notice:** Full refund minus 20% of the initial deposit
  - ii. **Less than 6 months' notice:** No refund unless equal booking is attained. Above penalties apply.
  - iii. **Transfer to a new date:** Transfer fee of 20% of the initial deposit; subject to availability. (Event Licensees who book a date less than one month away must pay all fees upon booking.)

#### 4. General Park Hours

- a. Park will be open to the public 6:00 am until 11:00 pm.
  - i. No public activity will be allowed before or after this time.
- b. Clean-up and set ups will not be allowed before 6:00 am or after 12:00 am

- c. Event staff (i.e. security) may stay in the park overnight or others by written permission by FWPRD staff.

#### 5. **Event Set-Ups**

- a. All event set ups should be drawn up and documented on the on the park diagrams found in **Appendix B**.
- b. Final event set-ups are subject to final written approval by FWPRD staff.

#### 6. **Food and Beverage**

- a. Licensee must select a caterer from the list of Promenade Park house caterers for service of both food and beverages. (Celebratory cakes are excluded from this requirement). Licensee shall not bring into the Park any other food or beverages. The Licensee is responsible for the removal of all food and supplies from the facility.
- b. The FWPRD requires that the Licensee provide confirmation of the selection of the house caterer one (1) month before the Event Date.
- c. See **Appendix C** for additional a list of approved vendors for alcohol and food.

#### 7. **Rules for Catering and the Service of Alcoholic Beverages**

- a. All alcoholic beverages must be kept in and consumed in the contracted event space per State of Indiana excise laws.
- b. No alcoholic beverages may leave the premises under any circumstances and no alcoholic beverages may be brought into the facility by the Licensee. The FWPRD requires the licensed caterer to uphold all applicable federal, state, and local laws and Promenade Park policies.
- c. All alcoholic beverages must be provided and served by the authorized alcohol vendor.
- d. Alcohol service will end 30 minutes prior to the scheduled ending time of the event.
- e. No alcohol is permitted on a self-serve basis, and bottles may not be left on tables or anywhere else for guests to serve themselves. (If the Licensee wants to keep any alcohol they paid for from the caterer, then the caterer will have to meet Licensee off the premises to arrange pickup of alcohol. FWPRD staff and/or security shall have the authority to monitor the bar.
- f. All beverages served at the bar shall be served in plastic cups, plastic containers, or aluminum cans. Glass and crystal stemware may only be used for beverages served at tables at the Park Foundation Pavilion.

#### 8. **Security:**

- a. Security is required for any event serving **80 or more people, and all events serving alcohol**. FWPRD staff schedules all security personnel and reserves the right to require additional officers based on the guest count or type of activity. Security is scheduled beginning one half hour before the renter's guests arrive until all guests, vendors, volunteers and renters have left the property.

## 9. Housekeeping/Storage

- a. Promenade Park does not provide linens, service ware, party supplies or decorations, or any janitorial items.
- b. All deliveries should be scheduled to arrive after the setup time begins. All items must be picked up at the end of the event and removed from the facility. It is the Licensee's responsibility to schedule pick-up times of any items. All items left after the event will be disposed of by the FWPRD.
- c. Promenade Park does not provide secure storage space for non-secured areas. Licensee should keep all items in their possession or arrange for on-site security.

## 10. Music

- a. For all events, DJs and musicians are required to stop playing music promptly at 11:00 p.m.
- b. Permission may be granted to have music and/or to use a PA system throughout an event. FWPRD approval will be based on the time of day requested, the level of impact to the surrounding areas, and the length of the use. If approved, the renter is responsible for keeping noise levels within the allowed limits, and terminating the music at the approved time. Noise levels should not disturb adjacent rental activities or residents.

## 11. Parking

- a. Promenade Park does not provide reserved parking spaces. There is a limited number of on-street parking along Superior Street and Harrison Street.
- b. There is a limited number of handicap spots on the on the west side of Park Foundation Building.
- c. Parking is on a first come-first serve basis and not reserved for rental groups.

## 12. Other General Park Restrictions

- a. Large tents must be provided by an approved tent vendor. See **Appendix D**
- b. All fencing and tents must be self-supporting. Permittee will be responsible for all damages. **No staking is allowed anywhere in the park.**
- c. Use of inflatable rides must be supervised by an adult 18 years of older.
- d. The use of spray paint or other permanent markings are prohibited on the property and any damages as the result of such use will result in additional fees to repair the damage may be imposed.
- e. Open fires are prohibited.
- f. Additional power may be added with written approval of the FWPRD Department, however the permittee will need to make all arrangements and pay all costs of additional power. Small generators may only be placed in approved areas.
- g. No vehicles are allowed in the park without written special permission of FWPRD.
- h. No fireworks are permitted in the park.

- i. No balloon, fire lanterns or similar releases are allowed without written permission from the FWPRD.

### **13. Restrooms/Porta Johns**

- a. There are public restrooms located outside of the south side of Park Foundation Pavilion. These facilities are for use by the pavilion restaurant and general park user, and not those attendees for the rental event.
- b. Permittee is required to provide one portable RESTROOM for every 100 people estimated attendance. **If you provide even one restroom, it must be ADA approved.** After that a general guide is 1 ADA restroom per 20 provided. More restrooms may be needed based upon how long the event will last, if there is food or alcohol served, etc. There must be at least 1 hand wash station for every 4-10 restrooms.
- c. Those only renting the Park Foundation Pavilion are not required to provide additional restroom facilities.

### **14. Trash**

- a. Trash collection of a regular and thorough basis is required throughout the event is and the responsibility of the renter.
- b. The number and type of containers will vary depending on the type of event. The renter is responsible to work with a trash vendor to pick up trash immediately following the event. FWPRD will work with renter to determine the number and type of trash containers needed.
- c. Park Foundation Pavilion renters should dispose of trash in the containers provided and leave trash in tied bags inside of the pavilion.
- d. Failure to do so will result in additional fees. See **Appendix D** for a list of trash vendors.

### **15. Park Foundation Pavilion**

- a. No free floating balloons are allowed in the pavilion.
- b. No open flames are allowed or anything that is combustible
- c. Battery operated tea light candles, etc. are permitted.
- d. Confetti, table sprinkles, bird seed, glitter, rice, acrylic beads may not be used.
- e. No Party Poppers or similar devices are allowed.
- f. No liquid bubbles are to be used in the pavilion. They are permitted outside.
- g. Nails, hooks, tacks, staples or screws are not to be driven into any part of the building or equipment. No decorations, screens or any items may be attached or hung from the ceilings. Alterations of any kind to the building or equipment will not be permitted.

#### **h. Table/Chair Availability and Setups:**

##### **i. Inside (Must stay inside pavilion):**

- 1. (35) 30"x96" rectangular tables
- 2. (8) 60" half-round tables

### 3. 160 chairs

- i. Licensee will meet with FWPRD staff to create table/chair set-ups at least two weeks before the event date.

#### 16. Photography

- a. May not interfere with scheduled events or programs.
- b. Must be approved in advance.
- c. Only small props may be allowed.
- d. May require rental fees.

#### 17. General Special Events

- a. General Special Events are organized activities that require the use of open park space, the closure of roads/sidewalks, often involving food, beverage, merchandise, amplified noise, or other forms of entertainment. This type of event also secures sponsorship, raises funds, and markets to the public. Examples include small concerts, festivals, vendor displays, etc. The final determination of a special event and its associated requirements is at the discretion of FWPRD staff.
- b. Must be scheduled a minimum of 30 days prior to the event.
- c. Requires a non-refundable deposit. (If less than 30 days out full payment is required with at the time of reservation.)

#### 18. Special Event Checklist

- a. These are potentially required items. This is not an exhaustive list and only meant as a guide. Specific requirements will depend on the actual event.
  - i. Security / traffic plan to police if above 500 people
  - ii. Proof of General Liability insurance (The FWPRD/City of Fort Wayne added to the policy)
  - iii. Routes for all runs walks
  - iv. Alcohol Permit
  - v. Tent Permit if tent is larger than 20x20
  - vi. Portable toilets—proof of order
  - vii. Trash containers—proof of order
  - viii. Vendor permits
  - ix. Emergency Action Plan
  - x. Extra power
  - xi. Extra water
  - xii. **SEE FWPRD's "Special Event Planning Guide" for more information**
  - xiii. All special event site plans must identify the locations of any required elements by the FWPRD.
  - xiv. **Permittee shall be required to implement all public safety and security measures deemed necessary by the FWPRD.** Such measures shall be based on the type of event, the estimated attendance, the hours of

operation, the dates of operation, the predicted parking demand, the predicted peak vehicle egress/ingress demands, and type of structures erected.

xv. FWPRD reserves the right to make changes in all event site plans.

### **19. Inclement Weather**

- a. The FWPRD Department reserves the right to cancel or relocate an event due to poor weather or adverse property condition (including high water).
- b. No rain dates will be issued. Refunds will not be granted for inclement weather unless the event was cancelled by the FWPRD.

### **20. Damages**

- a. Additional fees may be assessed to the renter that may include but not limited to the following:
  - i. Excess litter and debris
  - ii. Damage to buildings and grounds
  - iii. Damage to due to grease and oil spills
  - iv. Damages due to pedestrian traffic
  - v. Damages caused by participants, vendors, event contractors, etc.

### **21. On Site Assistance**

- a. FWPRD staff is available to answer questions regarding the Promenade Park. They are available to assist with the development of site plans, making suggestions on how to reduce turf damage, and for on-site consultation prior to and during set up.
- b. FWPRD staff will, in most cases, be on site during major special events or rentals.

### **22. Other Prohibited Uses**

- a. Promenade Park has been established as a focal point "event" park and the City desires to maintain the park at a "showcase" level, therefore, **organized** and drop-in youth or adult activities (i.e. athletic programs, exercise classes, runs, rides, performances, etc.) are prohibited (unless they have received written authorization from the FWPRD.)

### **23. Use of Boat Dock**

- a. Use of the existing Promenade Park Boat Dock (s) may be approved for use by the Deputy Director or Director.
- b. Depending on the size and scope of use, special event and other fees may apply.
- c. Any temporary dock improvements must be approved by Deputy Director or Director. All associated costs will be paid by the licensee.

**24. Damage/Defacement of Premises:** Licensee will not injure, mar, or in any way deface the building, gardens, grounds, equipment, or furnishings. No nails, wire, hooks, tacks, staples, screws or duct tape will be attached to or driven into any part of the building, equipment, or furnishings. Licensee will not make or allow any alterations to the premises. If any part of the premises is damaged by the act, default, or negligence of

Licensee or its agents, employees, patrons, or persons it admits to the premises, or if the premises are in need of excessive cleaning to be determined by the FWPRD due to the Licensee's or its agents' actions, the Licensee shall pay to the Board of Parks Commissioners, upon demand, the sum necessary to restore the premises to its original condition.

**25. Liability For Property Loss/Personal Injury:** The Fort Wayne Parks and Recreation Department, the Board of Parks Commissioners, the City of Fort Wayne and their respective officers, employees, directors, members, agents, departments and divisions neither assumes nor accepts responsibility for any property placed on or about the premises by the Licensee or others on the property at the Licensee's request, property damage, personal injury or death caused by Licensee, its agents, Licensees invitees, or representatives or by any third party relating to any activity, incident, accident or conduct occurring on or about Promenade Park in connection with or as a result of this Contract. Licensee hereby waives, releases and discharges the Fort Wayne Parks and Recreation Department, the Board of Parks Commissioners, the City of Fort Wayne and their respective officers, employees, directors, members, agents, departments and divisions from and against any and all claims, lawsuits, damages, and actions, arising out of the entry upon, operation, occupancy and use of Promenade Park by Licensee, its agents, Licensees invitees or representatives for any reason.

**26. Indemnity:** Licensee shall defend, indemnify and hold harmless the Fort Wayne Parks and Recreation Department, the Board of Parks Commissioners, the City of Fort Wayne and their respective officers, employees, directors, members, agents, departments and divisions from any and all demands, damages, liabilities, costs and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind and nature arising directly or indirectly out of Licensee's entry upon, occupancy and/or use of the Promenade Park including, without limitation, damages to property, personal injury or death arising from or claimed to have arisen from any act or omission to act by Licensee or any of its agents, Licensees invitees or representatives while on or about Promenade Park. Licensee shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the Fort Wayne Parks and Recreation Department without an unconditional release of all liability by each claimant or plaintiff to Promenade Park.

I UNDERSTAND AND AGREE TO THESE TERMS:

LICENSEE

FWPRD Representative

Printed name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

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

*FWPRD Staff will be in contact with you to confirm which of the Approved Vendor(s) to expect at the park for your rental:*

**Facility approved food vendor**

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**Facility approved alcohol vendor:**

Person who will be at set-up, if different from renter

Name \_\_\_\_\_ Phone \_\_\_\_\_ e-mail \_\_\_\_\_

Decorator/Rental Company delivering items, if any (i.e. linens, chairs tables etc.)

#	Service	Name	Phone	e-mail
1				
2				
3				



# Rental Fee Worksheet

Today's Date \_\_\_\_\_

**Event Information:**

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

Event Type: \_\_\_\_\_

Space/Facility Renting: \_\_\_\_\_

Attendance: \_\_\_\_\_ \* See Maximum Capacity below

Event Begin Time: \_\_\_\_\_

Event End Time: \_\_\_\_\_

Will your event be including alcohol: YES or NO

**Renter Information:** \*Must be at least 21 years of age\*

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

Home Phone:\_(\_\_\_\_\_) \_\_\_\_\_ Cell Phone:\_(\_\_\_\_\_) \_\_\_\_\_

Base Rental Fee (see Appendix A): \$ \_\_\_\_\_

Additional Hour(s) Fee: \$ \_\_\_\_\_

Security Fee: \$ \_\_\_\_\_ x # of Rental Hours \_\_\_\_: \$ \_\_\_\_\_

Total of all Fees: \$ \_\_\_\_\_

Deposit Paid: \$ \_\_\_\_\_ date: \_\_\_\_\_

Balance Due: \$ \_\_\_\_\_ date: \_\_\_\_\_

**Deposit Paid by:** Cash \_\_\_ or Check # \_\_\_\_\_ Credit Card (circle one): VISA or MC or DISCOVER

Card#: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Card Exp. Date: \_\_\_\_\_ 3 digit code: \_\_\_\_\_ (Last 3 digits on back of card)

Name Printed on Card: \_\_\_\_\_

Card Billing Address:  
\_\_\_\_\_

## Rental Fee Worksheet

Location/Item	Date	Start Time	End Time	Unit Fee	Total Fee
				<b>Total Fees Due</b>	

### Payments

Balance Due	Date Paid	Remaining Balance	Payment type	Processed by	Notes

### Special Addendums (attach additional sheets if needed)

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**Deputy Director Approval**

**Date**



# Appendix B- Event Set-Up Map



## **Appendix C-Food and Alcohol Caterers**

### Alcohol-Exclusive Provider

- All alcohol in Promenade Park must be provided by Trubble Brewing Riverside Café.
- **Contact Information**

### Food Catering—TBD

- All food and non-alcoholic beverage must be provided by one of the caterers listed below.

## **Appendix D-Tent, Porta John and Trash Vendors**

### Tent Vendors

- Mutton Party and Tent Rentals- (260) 432-8636
- A Party Apart- (260) 969-0999
- Countryside Tent Rental, Inc.- (260) 657-5307
- Ace Tent Rental- (260) 755-6844

### Trash Vendors

- Republic Services- (260) 747-4117
- Waste Management- (844) 492-9417
- Kirbside Container- (260) 633-1900 (smaller scale events)

### Portable Toilets/Hand Wash Station Vendors

- King's Johns- (260) 748-0441
- Nowak Supply Company- (260) 424-1901
- Taylor Rental/Auburn- (260) 925-3000