



Sweet Breeze Rental Agreement

(Updated 6/23/2021)



(260) 427-6000 Fax: (260) 427-6020
ridesweetbreeze@cityoffortwayne.org

Vessel Location*

202 West Superior Street, Fort Wayne, IN 46802

Rental Office

Fort Wayne Parks and Recreation Department Administrative Offices
705 East State Blvd., Fort Wayne, IN 46805

Rental Reservation Contract

Thank you for choosing Sweet Breeze. 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.

**Vessel may also launch from Headwaters Park or Guldlin Park if the dock at Promenade Park is not available.*

1. To Rent Sweet Breeze

- a. We ask that you have read the Rental Reservation Contract prior to requesting your tour.
- b. This is for the rental of Sweet Breeze only. For information on other rentals spaces at Promenade Park e-mail rentpromenade@cityoffortwayne.org or call 260-427-6000.
- c. Call Fort Wayne Parks and Recreation at 427-6000 or e-mail ridesweetbreeze@cityoffortwayne.org to begin the booking process.
- d. Meet with a Rental Coordinator and submit a rental contract with 50% deposit of all fees to the FWPRD (Fort Wayne Parks and Recreation Department) offices. The rental date is not confirmed or held until the deposit is received.
- e. No event or component of an event which FWPRD determines to present a potential risk to the safety, security, integrity or well-being of: (i) Sweet Breeze, (ii) any real or personal property owned, controlled, managed or leased by the FW Board of Park Commissioners, FWPRD or the City or in which any of said parties may have an interest, (iii) any FWPRD employee or staff member; or (iv) any patron, guest, vendor, invitee or occupant of Sweet shall be permitted to occur. Any component of the event or the event itself may be prohibited by FWPRD at any point in the booking process or at any time during the corresponding event. Rental applicant shall provide a detailed description of all components of the event in the application. Any additions or changes to the scheduled event shall be communicated to the Rental Coordinator in writing no later than twenty (20) business days prior to the scheduled event. FWPRD shall not be deemed to have approved any event or component thereof which is not adequately described in the application or in the written communication to the Rental Coordinator. Applicant shall be responsible for planning and conducting a safe and secure event in compliance with this paragraph 1.e and with other FWPRD policies provided to Applicant or posted on FWPRD's website. Applicant shall not be entitled to a refund of any monies paid to FWPRD for the rental of Sweet Breeze as to which FWPRD determines that Applicant has not complied with the terms of this paragraph 1.e. during the booking and rental of such facility. Applicant releases FWPRD, the FW Board of Park Commissioners and the City

of Fort Wayne from any and all losses and liabilities that may be asserted against Applicant, FWPRD, the FW Board of Park Commissioners or the City of Fort Wayne in connection with FWPRD's determination to reject Applicant's rental application, cancel Applicant's rental contract or cancel the scheduled event at any time prior to or during such event.

- f. Fees which may be charged to the Renter of Sweet Breeze Canal Boat include but are not limited to: facility rental, security, and additional staff. Fees shall be paid by Renter at the time of booking as a condition to booking Sweet Breeze Canal Boat. FWPRD reserves the right to charge additional rental fees during the booking process which are not able to be determined at the time of booking or which result from a change in the components for the scheduled event by Renter or an additional component or components to the scheduled event required by FWPRD. Renter acknowledges and agrees that additional rental fees may be charged to Renter following the scheduled event for early arrival, late tear down and clean-up, damage to Sweet Breeze Canal Boat or other FWPRD and City of Fort Wayne property and other items for which Renter is responsible which cannot be calculated until completion of the scheduled event. Applicant will receive an estimated rental fee quote for the Sweet Breeze Canal Boat following Applicant's submission of the completed Rental Inquiry form, which estimated quote is subject to change in FWPRD's discretion at the time of booking or during the booking process.
- g. See list of rental fees in [Appendix A](#)

2. Payments:

- a. Initial deposit must be made in-person along with completed Rental Reservation Contract at the Ft Wayne Parks and Recreation Main Office: 705 E. State Blvd., Ft. Wayne, IN 46805. Please contact Rental Coordinator to schedule an appointment to do this.
- b. A deposit of 50% of the total fees (rental fee and any additional fees) is due upon booking. Dates cannot be held without a completed contract and deposit. Full payment must be received no later than one month before your rental date.
- c. Subsequent payments for balances can be made by cash or by check to Fort Wayne Parks and Recreation Dept., attn.: Sweet Breeze 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 days of the rental must be paid in full at the time of the reservation.
- e. Not-for-Profit organizations requesting the weekday non-profit rate must turn in, at the time of deposit, the first two pages of their 990 tax form. We will not be able to process your payment or hold your date until these documents are turned in.

3. Refunds

- a. To cancel a reservation, contact Rental Coordinator at 427-6000 or e-mail ridesweetbreeze@cityoffortwayne.org
- b. Refunds shall be granted by the following timeline:
 - i. 1 or more months' notice prior to rental date: Full refund minus 20% of the initial deposit.

- ii. Transfer to a new date: Transfers may be done if requested more than 1 month before the rental date. There will be a transfer fee of 20% of the initial deposit; subject to availability.
- iii. River Levels or conditions that do not allow the vessel to operate as determined by FWPRD will be issued a full refund.
- iv. Refunds will not be issued for inclement weather unless tour is cancelled by FWPRD.

4. General Park Hours and Information

- a. Park will be open to the public 6:00 am until 11:00 pm. No public activity will be allowed before or after this time. Tours will not start before 9:00 am and will end no later than 10:30 pm.

5. Event Set-Ups

- a. All event set ups should be drawn up and documented at least two (2) weeks in advance. Layouts and plans should include any special needs.
- b. Final event setups 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 non-alcoholic beverages. (Celebratory cakes only are excluded from this requirement). Licensee shall not bring onto the vessel or Promenade Park any other food or beverages. The Licensee is responsible for the removal of all food and supplies from the vessel and Promenade Park.
- b. The FWPRD requires that the Licensee provide confirmation of the selection of the house caterer at least (2) two weeks before the Event Date.
- c. See **Appendix B** for additional 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 on the vessel per State of Indiana Excise laws. Carrying of alcohol in open containers onto the vessel, even if provided in Promenade Park, will not be allowed. All alcohol must be served and consumed on the vessel.
- b. Due to City Ordinance, renters are required to apply for their own temporary beer and wine alcohol permit. State of Indiana Excise laws do not allow caterers to provide alcohol on the vessel. Renters will be allowed to convey their beer and wine in sealed containers onto the canal boat. Renters should apply for this permit at least two weeks in advance to allow for processing.
- c. Alcohol must be served by a licensed bartender approved by FWPRD and license must be displayed at all times during the event.
- d. Alcohol service will end ("last call") 20 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. 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.

- g. It is highly recommended to rent a minimum of one and a half hours of setup time and one hour of tear-down time for any rental using catering and/or bar services. This is not part of the tour and guests should not be on the boat at this time.
- h. Leftover alcohol must be conveyed out of the park at the end of the rental in a sealed and container. Alcohol may not be consumed on the dock or in Promenade Park.

8. Security

- a. Security is required for all events serving alcohol or at Rental Coordinators discretion. 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 (30 minutes) before the renter's guests arrive, until all guests, vendors, volunteers and renters have left the property.
- b. Amount of necessary security is at the discretion of FWPRD,
- c. Renters may not hire their own security.

9. Housekeeping/Storage

- a. Sweet Breeze Canal Boat does not provide linens, service ware, party supplies, 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 vessel. 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 at renter's expense.
- c. Sweet Breeze 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. 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 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 areas or residents. FWPRD reserves the right to alter or cease any performance or music that is significantly disruptive.

11. Parking

- a. Promenade Park does not provide reserved parking spaces. There is a limited number of metered on-street parking along Superior Street and Harrison Street. These are not reservable.
- b. There is a limited number of handicap spots on the on the west side of Park Foundation Pavilion. These are not reservable.
- c. Parking is on a first-come, first-served basis and is not reserved for rental groups, rental vendors or anyone else.
- d. There is a marked 30-minute loading zone on the west side of the Park Foundation Pavilion. Rental Coordinator will enforce rules in this zone up to and including use of law enforcement officers, if necessary. Vendors and renters may quickly unload and load their items, but will not be permitted to park in this zone for any reason at any time. Cars left unattended can be ticketed or towed.

- e. Finding parking for guests is the responsibility of the renter. It is recommended to use the downtown parking map provided in the rental packet.
- f. Parking violators will be subject to fines and/or towing at owner's expense, including on evenings and weekends.

12. Restrooms

- a. The Sweet Breeze canal boat has an ADA accessible restroom on the vessel.
- b. 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.

13. General Restrictions

- a. No vehicles, including golf carts, are allowed in the park without written special permission of FWPRD.
- b. No fireworks are permitted on the vessel.
- c. No balloon, fire lanterns or similar releases are allowed.
- d. No helium filled balloons are allowed on the vessel.
- e. No open flames are allowed or anything that is combustible
- f. Battery operated tea light candles, etc. are permitted.
- g. Confetti, table sprinkles, bird seed, glitter, rice, acrylic beads, and flower petals may not be used.
- h. Party Poppers or similar devices are not allowed.
- i. 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 vessel or equipment will not be permitted. Nothing may be taped to or attached to the vessel.
- j. Table/Chair Availability and Setups:
 - i. Tables and chairs provided may only be used on the vessel. They may not be moved to the dock or anywhere else in Promenade Park.

14. General Special Events

- a. General Special Events are organized activities that require the use of open park space and/or the closure of roads/sidewalks. They often involve food, beverage, merchandise, amplified noise, or other forms of entertainment. This type of event may also secure sponsorships, raise funds, and/or market to the public. Examples include small concerts, festivals, vendor displays, classes, etc. The final determination of a special event and its associated requirements and fees is at the discretion of FWPRD staff.
- b. Private Tours must be scheduled a minimum of 14 days prior to the event. Less than 14 days prior requires approval of Manager of Salomon Farm Park, Outdoor Recreation and Boating.
- c. Requires a non-refundable deposit. (If less than 30 days out, full payment is required with at the time of reservation.)
- d. Tours requiring security must be scheduled at least 30 days prior to the event.
- e. Permittee shall be required to implement all public safety and security measures deemed necessary by the FWPRD. FWPRD reserves the right to make changes to the tour event.

15. 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 vessel
 - iii. Damage to due to grease and oil spills
 - iv. Damages caused by participants, vendors, event contractors, etc.

16. Use of Boat Dock

- a. Use of the boat dock is prohibited for set ups, storage, or other activity associated with the Sweet Breeze Canal Boat rental.
- b. Use of the existing Promenade Park Boat Dock (s) may be approved by the Deputy Director or Director.
 - i. Depending on the size and scope of use, special event and other fees may apply.
 - ii. Any temporary dock improvements must be approved by Deputy Director or Director. All associated costs will be paid by the licensee.

17. Additional Fees

- a. Nonprofit rate: Any organization requesting the nonprofit rental rate must provide all requested documentation supporting nonprofit status.
- b. Vending Fees: Any person, organization, or company selling goods or services or engaging in monetary transactions at the invitation or behest of a renter must apply for a daily vending permit for each event they participate in. The vending permit will be reviewed and approved by FWPRD staff. Anyone providing a good or service which would otherwise be withheld but for a donation is considered a vendor and must have a permit. Anyone accepting donations is also considered a vendor. Those who wish to vend must email the Rental Coordinator with all details of their intended activities, including items or services being sold, space needed, logistical details, etc. If approved, vendor will receive confirmation of approval of intended plans via email. Vendor must then print and attach this approval to the FWRPD vending permit application which must be submitted and paid for at the FWPRD Administration building at 705. E. State Blvd. during normal business hours.
- c. Early Set Up or Late tear down/clean up: Any renter who set up early or stays past their rented time (or their guests, participants, or vendors) will be charged the normal rate for that space which will be rounded up to the whole hour. Renters will also be charged the normal hourly rate for security officers who are required to come early or stay late. Fees will be assessed and billed after event.
- d. Additional FWPRD staff: The scheduling of additional FWPRD event staff is at the discretion of the FWPRD Rental Coordinator. Additional staff may be required for events which are large, logistically complicated, a potential security risk, a potential risk to the park or park patrons, or for specific tasks such as monitoring of, docks, etc. Renter will pay per hour for each staff person.
- e. Security fees: Security is charged at the market rate which generally \$45/hour per officer on most days and \$65/hour per officer on City of Fort Wayne holidays (subject to availability). If another security vendor is required (at the discretion of FWPRD), renter will pay full fee. Events which have a large attendance will also be assessed fees for fire marshals, at the discretion of FWPRD and FWFD, and will pay market rate.
- f. Damages: Any damages to the park or property will be assessed for all materials, services, and FWPRD staff time (\$50/hour). Fees will be assessed and billed after event.

- 18. **Damage/Defacement of Premises**: Licensee will not injure, mar, or in any way deface the building, 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 vessel, equipment, or furnishings. Licensee will not make or allow any alterations to the vessel. 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.

19. **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 the Sweet Breeze Canal Boat or 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 the Sweet Breeze Canal Boat or Promenade Park by Licensee, its agents, Licensees invitees or representatives for any reason.
20. **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 Sweet Breeze Canal Boat or 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 _____

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.) _____

Rental Event Information

Today's Date: _____ Rental Coordinator: _____

Event Information:

Event Day and Date: _____ Event Type: _____

Do you have a rental event in Promenade Park on the same day as this request? _____

Total Rented Time (hours): _____

Set Up Start: _____ Event Start: _____ Event End: _____ Tear Down Finished: _____

Security Start: _____ Security End: _____ # of Officers: _____ Last Call Time: _____ Holiday? Y/N

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

First Name: _____ Last Name: _____

COMPANY/ORGANIZATION NAME (if applicable) _____

Not-for-Profit fee: (must have the first two pages of the 990 tax form attached)

Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____@_____._____

Home Phone : (_____) _____ Cell Phone : (_____) _____

Rental Fees: *(See Fees Worksheet for details. Post-Event Fees are assessed and billed after the event)*

Total Facility Fee: _____ Total Other Pre-Event Fees: _____ Total Fees to Rent: _____

Deposit Paid: \$ _____ date: _____

Balance Due: \$ _____ date: _____

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

Card#: _____/_____/_____/_____ Exp. Date: _____ 3 digit code (back of card): _____

Name Printed on Card: _____

Card Billing Address: _____

Rental Fee Worksheet

Rental Date _____

Renters name _____

Year Rate _____

Rental Fee	Cost/unit	# Units	Total	
Tour				
Additional Hours				
Food/Drink				
Custom Configuration				
Security				
Additional Staff Time				
Other:				
	Rental Total			

Rental Fee Tracking

Payments

Balance Due	Date Paid	Remaining Balance	Payment type	Processed by	Notes

Special Addendums (attach additional sheets if needed)

Deputy Director Approval

Date

Appendix A-Rental Fees

Private Tours	Rate	Notes
90 minutes	\$ 1,400.00	Regular Seating, No Food or Drink
Food/Drink	\$ 150.00	Cleaning Fee
Additional Hour	\$ 400.00	Per hour,
Custom configurations	\$ 100.00	Private Tours Only

Not For Profit Tours	Monday-Wednesday	Notes
90 minutes	\$ 1,000.00	Regular Seating, No Food or Drink
Food/Drink	\$ 150.00	Cleaning Fee
Additional Hour	\$ 400.00	Per hour
Custom configurations	\$ 100.00	Private Tours Only

Non-Prime Private Tours	Mon-Thurs. before 5pm	Notes
90 minutes	\$ 1,000.00	Regular Seating, No Food or Drink
Food/Drink	\$ 150.00	Cleaning Fee
Additional Hour	\$ 400.00	Per hour
Custom configurations	\$ 100.00	Private Tours Only

Other	Rate	Notes
Dockside rental	\$150/Hour	Use of boat dockside (no food and drink)
Dockside rental Food/Drink	\$150/per rental	Cleaning Fee
Damages	\$50/labor plus materials and services	

Catering Fee (paid by caterer)	Rate/Tour	Notes
45-minute tour	\$ 25.00	
90-minute tour	\$	

	50.00	
--	-------	--

Security Fee	Hourly Rate	notes
Security Fee - regular rate per officer (or market rate)	\$ 45.00	for tours with alcohol or as determined by FWPRD
Security Fee - holiday rate per officer (or market rate)	\$ 65.00	

Appendix B-Food and Alcohol Caterers

Food Catering

If you are having food at your event, you will need to choose from one of our pre-approved caterers:

Club Soda – 260-426-3442

Blu Spoon – 260-456-6563

Mad Anthony’s/Shigs in Pit – 260-222-6704

Walnut Hill – 260-438-1607

Trubble Brewing – 260-750-4990

Hall’s – 260-471-7404

It’s your responsibility to connect with your caterer of choice to make arrangements. Once you’ve selected a company, please let us know (no less than 2 weeks before your event). Caterers may not arrive before contracted rental time.

Notes: