



RULES AND REGULATIONS FOR THE USE OF THE AQUATORIUM

Thank you for deciding to hold your function in our facility. We are a 501c3 not-for-profit organization that has a fifty-year lease on the building from the City of Gary. The money that you pay for the use of the building is put into a special fund used to maintain the building. Because we don't want to see the building misused, we do have a few rules and regulations that you must comply with.

*****NO ALCOHOL MAY BE SERVED OR CONSUMED AT THE AQUATORIUM WITHOUT PROOF THAT YOU, OR YOUR CATERER, HAVE THE PROPER STATE OF INDIANA LICENSE. IF WE HAVE NOT RECEIVED THE PROPER PAPERWORK FROM YOU AT LEAST 48 HOURS IN ADVANCE, YOUR EVENT WILL BE CANCELED AND ANY MONIES PAID ARE FORFEITED. CHOOSING NOT TO SERVE ALCOHOL IN LIEU OF NOT PROVIDING US THE PROPER STATE LICENSE IS NOT AN OPTION. NO EXCEPTIONS.**

1. This is a smoke free facility. No smoking is allowed within eight feet of the public entrance to the building or within the building (including the upper area). This includes the use of smoke bombs, etc.
2. By order of the City of Gary Fire Department, the following rules must be followed:
 - a. Sterno single burners shall be housed within a secure chafing rack while food is being warmed. Personnel overseeing the preparation of the food shall visualize the location of every fire extinguisher within the room housing the event. The chafing racks and sterno burners shall be placed on a solid surface. Once the event is concluded, place the lids back onto the used sterno burners before discarding. **NO COOKING IS ALLOWED.**
 - b. You may choose the caterer of your choice for the event. **However, if you are going to serve alcohol, your caterer must have an appropriate license that allows alcohol, State of Indiana issued 222 Permit. If your caterer does not have the appropriate permit, renter must obtain a temporary permit for beer/wine (NO HARD LIQUOR) from the State of Indiana Excise Police at a cost of \$50.00. You must show proof that a permit was obtained in order to serve, pour or dispense beer & wine at your event. You must also have a licensed bartender to serve, pour or dispense alcohol (alcohol with caterer's 222 permit only), beer & wine. A temporary license can be obtained for a cost of \$5.00 from the State of Indiana Excise Police**

- c. All events where the majority of the attendees will be under the age of 25 must have security. Security must be provided by the renter. If your event qualifies under this paragraph, you must show proof that **Gary Police Officers will be present at your event.**
 - d. In addition to item "c", all events where the majority of the attendees will be under the age of 18 must have one adult present for every ten attendees. An additional security deposit will be required. If the Police are called for any reason, the security deposit will not be returned to the renter.
 - e. You must set up for your own event and breakdown after the event is over. You must remove all trash from the building and put it in the dumpster located outside of the building. This includes removal of all decorations and all personal items. **Please do not drag trash bags to dumpster, the trash cans provided can be wheeled out to the dumpster for the disposal of trash. Trash cans must be emptied into the dumpster, no trash is to be left outside the dumpster, and all trash cans must be returned to the Aquatorium.**
 - f. If you intend to use the facility for personal profit, you must receive special written permission for such an event from the manager. Fundraisers for non-profit organizations are allowed. However, if you are going to charge and proceeds will go to something other than a not-for-profit organization, you must seek permission.
 - g. **The thermostats may not be moved below 70 degrees.**
 - h. **Do not reset the refrigerator temperature.**
 - i. **Do not throw any debris off the upper level of the building.**
 - j. **NO RED PUNCH, RICE, CONFETTI, ARTIFICIAL FLOWER PETALS, ETC. MAY BE USED AT ANY EVENT.**
 - k. **NO tape is to be used on walls. Tape may be placed on windows. No nails, screws or staples are to be used on the Trellis in the west courtyard.**
 - l. **NO pets allowed.**
 - m. **After 10:00 pm all music must be turned down. Music must be stopped by midnight.**
 - n. **NO storage allowed in the front lobby (Miller Room) area. If you wish to store tables/chairs, etc. on site prior to or after your event, you must make arrangements to do so. We do have storage areas for rented tables/chairs, etc. Please ask us for this information.**
 - o. **All interior lights must be turned off and doors locked. Keys must be dropped in the key drop box.**
3. Rentals are for day of event ONLY (8am until 1am the following day). **All tables and chairs must be returned and stacked neatly in the storage room. No early set up and/or late teardown is allowed unless agreed upon by both parties in writing.**
 4. **Failure to comply with any and all of these rules can result in your forfeiture of your key deposit. However, if there is damage done to the building in an amount greater than the key deposit, you are responsible for that also. By your signature on your rental agreement, you agree that you will pay for any damages plus attorney's fees and court costs if same becomes necessary.**
 5. By your signature hereon, you agree to hold The Society harmless (including attorney fees) from any and all claims that may arise from or due to the actions of you and your guests.

6. If any additional areas of the building are used without our permission, you will be responsible for additional rental fees. By your signature on your rental agreement, you agree to pay for any additional areas used at the full rental rate.
7. **This agreement is for rental of the Aquatorium only. Any areas outside the actual building are the jurisdiction of Marquette Park/City of Gary. We have no control over the areas surrounding the building. Other events may take place within the park during your event.**
8. **If you wish to hold any date, the maximum time held will be two weeks. If your deposit is not received within that time period, the date will be released and put back on the calendar.**
9. **All checks/money orders should be made payable to: The Society.**

A 50% non-refundable deposit is required to hold a date. Balance due at least 30 days prior to your event.

A \$150.00 refundable key return/clean-up/trash removal/ tables and chairs teardown and neatly stacked and returned to the storage areas deposit is required. Please pay by separate cash or money order when you receive the keys.

We will return the deposit to user if all items in this agreement are complied with.

It is the purpose of The Society to restore and maintain the Gary Bathing Beach Aquatorium in such a way that the citizens of Gary and Northwest Indiana can be proud of their facility and that the tax payers will not in any way have to support the facility. We hope that you enjoy your event and spread the good news about the restoration of this facility.

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I will be serving alcohol YES _____ NO _____

I HAVE RECEIVED THE ALCOHOL INFORMATION AND UNDERSTAND THE AQUATORIUM SOCIETY'S ALCOHOL REQUIRERMENTS.

Signature

Date

FOR MY EVENT AT THE AQUATORIUM, WE WILL NOT SERVE ANY ALCOHOL. WE UNDERSTAND THAT IF WE DO SO, WE WILL BE SUBJECT TO PROSECUTION BY THE STATE OF INDIANA AND AGREE TO REIMBURSE THE AQUATORIUM SOCIETY FOR ANY AND ALL LOSSES THEY MAY SUFFER BY OUR VIOLATION OF STATE LAW, INCLUDING COURT COSTS AND ATTORNEY FEES

SIGNATURE

DATE

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS SET ABOVE.

PLEASE PRINT CLEARLY

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

EMAIL ADDRESS: _____

DATE OF EVENT: _____

AREA(S) OF BUILDING BEING RENTED:

___ TUSKEEGEE ROOM/GARDEN (EAST)

RENTAL FEE: \$ _____

___ CHANUTE ROOM/GARDEN (WEST)

RENTAL FEE: \$ _____

___ ENTIRE BUILDING

RENTAL FEE: \$ _____

SIGNATURE

DATE