

**St. Joseph County Parks Department**  
**Bendix Woods County Park ♦ Ferrettie-Baugo Creek County Park ♦ St. Patrick's County Park**

**MANION CABIN RENTAL AGREEMENT**

Responsible Person: _____			
First	Last		
Address: _____			
Street	City	State	Zip
Phone: _____		Alt. Phone: _____	
Date(s) of Rental: _____		Days of the Week: _____	
Arrival Time: _____		Departure Time: _____	
Park: <u>St. Patrick's</u>		Shelter Desired: <u>Manion Cabin</u>	
<b>Rental Fees* Due:</b>		\$	<u>350.00</u>
<b>Additional Day(s) at \$85 per day _____ (# of days) x \$85 =</b>		\$	_____
<b>Total Amount Due :</b>		\$	<u>                    </u>
<small>*Rental fees include 7% sales tax.</small>			

**A SEPARATE DAMAGE & EXTRAORDINARY CLEAN-UP DEPOSIT** of \$200 will be required for all Manion Cabin rentals. This fee is refundable if cabin area is left clean and undamaged. Clean up includes the removal of all directional signs placed by the renter along roadways and within park and the removal of all decorations, tape, etc. Refund will be returned by mail the next business day. If the area is not found in satisfactory condition, this security deposit will be forfeited. Damage or clean up in excess of security deposit amount will be billed at \$30/hr. If a credit/debit card number is used as the security deposit, it will be charged \$200 should retention of the security deposit be determined necessary. Number of overnight guests shall not exceed 8; the number of total guest shall not exceed 30. \_\_\_\_\_ (Initials) (See Addendum to Cabin Rental Agreement.)

**RENTAL TIMES** - Unless special arrangements have been made in advance, or additional days purchased, renters will have access to Manion Cabin beginning at 3pm on Friday and must vacate by 3pm on Sunday. \_\_\_\_\_ (Initials)

**PAYMENT/REFUNDS** - All cabin reservations must be paid within ten (10) days after reservation is made. If payment is not received, reservation will be canceled. If renter cancels following payment and up to two (2) weeks prior to rental date, 20% of total fee will be withheld. For cancellations made within two (2) weeks of rental date, no refunds will be issued (**Returned Check** fee is \$35.00) \_\_\_\_\_ (Initials)

**OCCUPANCY/CAPACITY** – **Occupancy is limited to no more than 8 overnight visitors. Total maximum capacity for Manion Cabin and Colten Shelter is 30 persons.** Gates will be locked at park closing time and remain locked until park opening the following morning. Renter is supplied a key to Manion Cabin gate for emergency purposes. \_\_\_\_\_ (Initials)

**RENTER MUST BE PRESENT AT RENTAL SITE.** No reservations will be made or taken for second party. Renter is required to sign this agreement, and shall be legally responsible for the agreement herein. Renter must be at least 21 years of age. \_\_\_\_\_ (Initials)  
**ALCOHOL** (beer & wine only) is permitted within the renter's area as long as it is served in non-glass cups or cans. It may not be sold in County Parks. Drinking by, or serving minors of alcoholic beverages is prohibited and strictly enforced. \_\_\_\_\_ (Initials)

**NO PETS ALLOWED** – Pets are not allowed inside the cabin. The only exceptions to this rule would be for the seeing or hearing impaired who use a guide animal for these reasons. \_\_\_\_\_ (Initials)

The Parks Department shall **not** provide such items as linens, cleaning products, cooking or eating utensils, extension cords, etc. A limited amount of firewood will be provided by the Parks Department. If additional firewood is desired, it is the responsibility of the renter to supply it. \_\_\_\_\_ (Initials)

Balloons, egg tosses, thumb tacks, staples and confetti are strictly prohibited within the interior and exterior cabin area. \_\_\_\_\_ (Initials)

The Ranger/Maintenance personnel will inspect the cabin and its contents after renter has vacated cabin area. The damage/security deposit will be refunded within 5 working days, provided there were no damages, extraordinary clean up, and the terms of this agreement have been met. (If security deposit is in the form of cash, it will be the responsibility of the renter to make arrangements to come to the park to receive the deposit. **Cash will not be mailed.**) \_\_\_\_\_ (Initials)

**Tents and canopies are not permitted within the Manion Cabin/Colten Shelter area.** \_\_\_\_\_ (Initials)

**Park staff may evict any individual or party who is in violation of park rules and regulations.** \_\_\_\_\_ (Initials)

After park closing, and the gates locked and secured, St. Joseph County Police will have access to, and continue to patrol the park. St. Joseph County Police have authority to evict or arrest any violator of park rules and regulations. \_\_\_\_\_ (Initials)

## **PARK RULES & SHELTER POLICIES**

- Renter must be present at rental.
- Absolutely no balloons, egg tosses, confetti, dunk tanks or candles are allowed in the park.
- Alcoholic beverages are limited to picnic areas; beer and wine in non-glass containers only. The sale of alcohol is prohibited.
- Causing damage to signs, shelters and other structures is prohibited.
- It is unlawful to litter or dump trash in the park.
- Tents, canopies, pop-ups, etc. are not allowed in shelter/picnic areas except where designated and approved.
- Amplified sound shall not exceed 75 decibels within a 150 foot area, and will be monitored by Park Rangers. Noise levels should not disturb other park patrons or renters.
- The number of persons attending a shelter rental shall not exceed the firecode capacity of the facility.
- No live animal exhibits—no petting zoos or pony rides.
- Possession of firearms and weapons is prohibited.
- Smoking is not allowed in any park building or on park property.
- Defacement, destruction, removal or disturbance of property, equipment or natural features is prohibited.
  - Pets must be restrained on a six (6) foot leash. No pets are allowed in buildings (other than service dogs). Owners must clean up after their pets. Pets are not allowed in designated swimming areas.
- Swimming is permitted in designated areas and at posted times only.
- Sledding/tobogganing is prohibited. Innertubing is allowed only during staff supervised times/in designated locations.
- Fishing activities and boat launching is permitted in designated areas. (All state laws apply)
- Disorderly conduct is prohibited, as well as other activities which are deemed dangerous or improper.
- Maximum speed is 20 mph or as posted. Vehicles may be operated only on roadways and must park in designated parking areas. Service roads are available for drop off of special needs individuals. Vehicles must return to designated parking areas after drop off.
- Ground fires are not permitted without written permission of the Director. All other fires are restricted to limited areas and containers such as grills, wood burners or fireplaces.

**I have read and understand the Park Rules & Shelter Policies** \_\_\_\_\_ (Initials)

**The security deposit shall be forfeited in whole if renter fails to comply with all of the terms of the Manion Cabin Rental Agreement , Park Rules & Shelter Policies. The security deposit shall also be subject to forfeiture due to the following:**

1. Condition of site at completion of event is not **as found** (i.e., debris on table or scattered at site, and not in receptacles provided). It is the responsibility of the renter to request from ranger or maintenance staff additional trash bags/containers if needed.
2. Renter or guests fail to comply with a request made by a Park Ranger.

I have read the terms of this Contract, Park Rules, and Shelter Policies and understand the conditions whereby the security deposit will or will not be returned. I understand it is my responsibility to contact the ranger to inspect the site before I leave the park.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

## **Release and Indemnification Agreement**

For and in consideration of St. Joseph County Parks licensing the undersigned to use the above designated facility on \_\_\_\_\_ (date of rental), the undersigned, executors, and administrators hereby agrees to release, hold harmless, defend and indemnify St. Joseph County, Indiana and St. Joseph County Parks Department, their officers, directors, employees and agents, from any and all costs, claims, losses, liabilities or damages arising from or in any way related to, the usage of the above mentioned facility and all associated activities.

Date \_\_\_\_\_ Authorized Signature \_\_\_\_\_

**Addendum to Facility Rental Agreement**  
**Security Deposit Return**

Responsible Party (Printed Name): \_\_\_\_\_

Date(s) of rental: \_\_\_\_\_

**Manion Cabin at St. Patrick's County Park**

You have been asked to pay a security deposit in the amount of **\$200.00**.

**Please be aware that your security deposit may be retained for any one of the following reasons:**

- **Damage or vandalism of any kind to park property;**
- **Failure to follow or adhere to all park rules or policies;**
- **Disregarding the directives of, or harassment of, park staff;**
- **Breach of terms of Manion Cabin Rental Agreement;**
- **Failure to vacate park property by the predetermined [agreed upon] time;**

A fee of \$30 per hour per parks maintenance staff will be deducted from your security deposit if extraordinary clean up is necessary. If your security deposit does not cover the cost of the extraordinary clean up OR if your security deposit has been retained for one of the reasons mentioned above, you will be billed and invoiced at a rate of \$30 per hour per maintenance staff for the necessary clean up. **If a credit/debit card number is used as the security deposit, it will be charged \$200 should retention of the security deposit be determined necessary or \$30 per hour per parks maintenance staff for extraordinary clean up.** \_\_\_\_\_ (Initials).

Extraordinary cleanup includes (but is not limited to) parks staff being required to:

- clean food and debris from the rental site (i.e., floors, tables, restrooms, and areas surrounding your event);
- remove decorations, tape, and signage (*the use staples, tacks or nails is considered damage to property*);
- rake up debris or refuse from around garbage cans and picnic tables;
- the clean up/disposal of items which violate park rules & policies including glass, confetti, balloons, cigarette butts, etc.

**NOTE: The fundamental rule on return of security deposit is: Renters should leave rental facilities in an "as found" condition.**

By signing below, the responsible party acknowledges accountability for the behavior and conduct of guests/invitees pertaining to the Facility Rental Agreement, Park Rules & Shelter Policies.

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

Signature of Responsible Party