



Tittabawassee Township
 145 S. 2nd Street, PO Box 158
 Freeland, MI 48623-0158

Phone #: (989) 695-9512
 Fax #: (989) 695-5060

HAYES PARK RENTAL APPLICATION – BANDSHELL & PAVILION #1

(RENTAL OF PAV#1 IS REQUIRED WITH BANDSHELL RENTAL)

ITEM	RATE	TOTAL
Deposit All	\$500.00	\$500.00
Rental	\$1,000.00	
Pav#1	\$200.00	
Additional Pav#2 if requested		
TOTAL		

SECTION #1 – Renter’s Information

Today’s Date: _____ Event Date: _____

Name of Organization: _____

Contact Person: _____ Twp. Resident? Y or N
 (circle)

Mailing Address: _____

City & Zip Code: _____, MI _____ (Zip
 Code)

Daytime Telephone #: _____ - _____ [Mandatory for all
 rentals]

Evening Telephone #: _____ - _____ [Mandatory for all
 rentals]

Email Address for contact person: _____

Renter must answer the following questions related to the use of the park for this event:

There are 3 categories of rentals in the park. Please check the box that best describes your rental:

- Individual:** private party use and rental for events such as weddings, receptions, reunions, parties and other like functions.
- Non-profit/Charitable Groups:** use and rental for events sponsored by civic groups, service clubs, and churches or other like groups.
- Commercial:** use and rental for events such as concerts, flea markets, seminars, craft shows, corporate parties, festivals. This also includes ALL EVENTS ADVERTISED AS OPEN TO THE PUBLIC

Provide the time/hours this event is held:	_____ to _____	Has event been held at our park previously?	Y or N (circle)
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Will you need to use Pavilion #2 during this rental/event?	Y or N (circle) <i>Please complete the Pavilion Rental portion of this application.</i>	Is the organization registered as a 501c3 corporation?	Y or N (circle) <i>We reserve the right to request proof of 501c3 status.</i>
Estimated # of attendees: _____		Will additional structures be utilized? Y or N <i>(Examples: Tents, trucks, trailers and/or inflatables.) See Section 2 for additional details for these items.</i>	
Will alcohol be sold at the event: Yes or No (circle)		If YES – Complete Section 3 on page 2 of contract.	
If alcohol will be served at this event, but not sold: The renter must provide insurance coverage according to the provisions outlined in Section 2 of this contract.			

Additional information is required in Sections 2 and 3 for all Commercial/Public Events.

SECTION #2 – Liability Insurance Provisions

Insurance will be required for all events being held in the Hayes Band Shell, according to the category of rental defined in Section 1 of this rental agreement. **Renters shall furnish a proof of insurance coverage at least 30-days prior to the rental.** The certificates and policies of the required comprehensive general liability insurance shall provide and be endorsed as follows:

- A. **Individuals:** The renter shall supply the Township a copy of the Homeowner’s Insurance Policy declarations page, OR a certificate of liability coverage, naming Tittabawassee Township as a certificate holder for the date and time of the event. **Minimum limits of the policy shall be not less than \$500,000.**
- B. **Non-Profit/Charitable Groups:** The renter shall supply the Township with a certificate of liability coverage, naming Tittabawassee Township as a certificate holder for the date and time of the event. **Minimum limits of the policy shall be not less than \$500,000,** per occurrence and/or aggregate for personal injury, bodily injury and property damage, including product liability and completed operation and contractual liability.
- C. **Commercial:** The renter shall supply the Township with a certificate of liability coverage, naming Tittabawassee Township as additional insured, for the date and time of the event. **Minimum limits of the policy shall be not less than \$1,000,000,** per occurrence and/or aggregate for personal injury, bodily injury and property damage, including product liability and completed operation and contractual liability

NOTE: If alcoholic beverages are being served or furnished to attendees of this event on the premises, a certificate of liability insurance is required, naming Tittabawassee Township as an additional insured. The minimum limit of the policy shall not be less than \$1,000,000.

SECTION #3 – Liquor Liability Insurance Provisions

If alcoholic beverages are to be sold at this event, renter must submit to the Township a copy of the liquor license issued by the Michigan Liquor Control Commission for such sale, and a certificate of liability coverage, naming Tittabawassee Township as additional insured, shall be provided with a **minimum amount of \$1,000,000 per occurrence aggregate limit of liability.** Tittabawassee Township reserves the right to require the renter to pay for and provide security services by a licensed and insured security business for all events selling alcohol. *NOTE: Selling of tickets for alcoholic beverages is considered outright selling.*

SECTION #4 – Terms and Conditions of Rental & Use of Township Property

- A. **Rental Fees:** The rental fees charged for this event are defined by the Tittabawassee Township (hereinafter, referred to as “Township”) Fee Schedule as approved by the township board of trustees, and must be paid in full at the time of application. *NOTE: Pavilion #1 must be rented and paid for whenever the Band Shell is rented for an event.*

- B. **Special Events Application:** In the event the Township’s general liability insurance provider requires a Special Events Application to be submitted for review, the renter agrees to provide additional event details, including a map of the layout of any temporary structures being erected on park property.
- C. **Property Clean-up:** The renter is responsible for the Band Shell area and shall leave the premises in the same condition as found upon arrival. Renter shall clean the premises and place all refuse in containers provided by the Township.
- D. **Damages:** Renter shall reimburse the Township for any damages to the premises occurring during the renter’s use of the property, and agrees to assume all responsibilities and abide with the rules and regulations in conjunction with the use of the Band Shell and its facilities.
- E. **Control of Park Property:** The Township retains all rights to control the use of park property and renter shall allow the public to use the park facilities not included in this rental agreement, during the date and time of this event.
- F. **Set-up/Take Down:** Renter is solely responsible for any and all set-up and take-down of all event related items, including but not limited to temporary fencing.
- G. **Bathroom facilities:** Renter is solely responsible for any additional port-a-johns above and behind what is at the park they see fit to utilize for their event.

SECTION #5 – Hold Harmless Agreement

I hereby agree to indemnify, defend, pay on behalf of, and hold harmless, to the fullest extent permitted by law, Tittabawassee Township, against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the Township, its elected and appointed officials, employees, volunteers or all other working on behalf of the Township, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of the negligence of the Township and/or in any way connected or associated with this contract.

I hereby acknowledge the Tittabawassee Township Parks’ Committee and the Tittabawassee Township Board of Trustees have the right to review this rental application, and to request additional information for all public events being promoted on its property, including a risk management review by its liability insurance company, no later than 30 days prior to the event.

I further understand and recognize the rights of other persons using the Park to the extent that the level of noise and substance of the music played at the Band Shell shall not include profanity, nor shall it be offensive or disruptive to other individuals and activities in the Park.

 Authorized Signature of Renter

 Date

For Township Office Use Only:

Payment received: _____

Special Events Application required? Yes OR No (Circle)

○ If YES – copy of contract must be provided to Administration for further review

○ Date Special Events Application submitted to Risk Management: _____

Insurance Documents submitted on: _____

Post-Rental Inspection completed: _____