

PIERSON TOWNSHIP
JAY & DIANE BASSETT PAVILION RENTAL AGREEMENT
All reservations for the park must be made in after January 1st the year of the event.

RENTER INFORMATION:

Renter's Name (Print Name): _____

Organization: _____

Renter's Address:

Requested date of use: _____ for the following purpose(s): _____

Time of Use: Begin: _____ End (park closes at dusk): _____ Expected # of people: _____

PARK INFORMATION:

- Non-Refundable Rental Fee is **\$40 for property owners** of **PIERSON TOWNSHIP** (due upon reservation)
- Non-Refundable Rental Fee is **\$75 for non-property owners** of **PIERSON TOWNSHIP** (due upon reservation)
- **Only the park pavilion and grill(s) (if applicable) are able to be reserved for the day.**
- **Hall & Pavilion Dual Rental Fee: \$15 discount.** Please complete both reservation applications for applicable rules and regulations.
- Reservations require township approval; and payments shall be made within 10 days of application.

All playground equipment, restroom/porta-potty and open park areas are open to the public at all times.

RENTAL AGREEMENT:

I, the undersigned Renter, agree to all of the following:

Use of Pierson Township Community Park: If Pierson Township Community Park is available on the requested date and Renter's use of the Park is approved, as indicated below, Renter will observe, perform and be liable for faithful compliance with the terms of this agreement and will be responsible for all damage to the Park, or to any persons or property as a result of or arising out of Renter's use of the Park. Renter agrees to be present at the Park during the entire time the Park is being used.

Rental Period: The rental period covered by this agreement is for one day only. The prior day cannot be used for setting up, nor is cleaning up the following day allowed.

Park Rules: The following park rules must be adhered to: **PARK CLOSSES AT DUSK**

Use of drugs is **PROHIBITED**

Loud music and other public nuisances are **PROHIBITED**

DO keep pets on a leash

DO clean up after pets

DO place litter in trash bins – **NO GLASS** in Pavilion or park area.

DO NOT use staples or thumb tacks on tables

DO NOT nail or tack signs to trees

Alcohol: No alcoholic beverage sales are permitted on the premise. If alcoholic beverages will be served then the following shall apply:

1. If the Renter desires to serve alcoholic beverages through a serving establishment, then Renter shall provide the name of the serving establishment to the Township 14 days prior to the rental date.
2. If the Renter is providing their own alcoholic beverages, then Renter shall provide notice to the Township 14 days prior to the rental date.
3. **Renter or serving establishment, whichever is applicable, will provide a certificate of insurance evidencing Special Event Liability that provides liquor liability coverage in the amount not less than \$1,000,000.00, per occurrence, to the Township 14 days prior to the rental date.** The insurance certificate shall name as additional insured the Township, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
4. Renter will abide by all Michigan Liquor Control Laws. Renter acknowledges that the Michigan Liquor Control laws include, but are not limited to: minors are prohibited from consuming and/or serving liquor; bartenders are prohibited from consuming alcoholic beverages while on duty; alcoholic beverages are not to be served to any intoxicated person (visibly intoxicated or not); and no alcohol is allowed outside the building. For a Complete copy of the law, contact the Michigan Liquor Control Commission.

Damages: Renter will be personally liable for all damages incurred as a result of the use of the Park, including failure to thoroughly clean the Park premises used by Renter. Damages incurred, including the cost necessary to clean will be calculated at a rate of \$50 per hour per person required to complete the cleanup. Renter agrees to promptly pay the entire balance owed within twenty (20) days of the date of the repairs.

Inspection: A Township or Parks & Recreation employee shall inspect the premises after the rental period, to determine if the Park premises have been properly cleaned and vacated and if any damages have been incurred. In the event of damages or failure to adequately clean up, the costs of such damages or clean up shall be promptly invoiced to Renter. Cleaning shall include picking up any cigarette butts, balloon pieces and changing pavilion trash container (put trash in dumpster behind the shed). Grills used during rental must be emptied safely and left in clean condition.

Chaperones: If minors are present during the rental period, Renter shall provide a proper number of chaperones to be present and oversee the minors' use of the premises.

Behavior During Rental: Renter must conduct his or her function and use of the township property in accordance with all applicable federal, state and local laws and regulations, and Renter is responsible for the conduct of all persons who enter the Park during the rental period.

Release and Indemnification: Renter, for itself, its heirs and assigns, hereby releases the Township of Pierson and its committee persons, officers, agents, directors and employees (collectively referred to as the "Releasees") from any and all claims, demands, damages and liability due to death, injury or property damage arising out of or in any way related to Renter's use of the facilities. Further, Renter agrees to defend, indemnify and hold the Releasees harmless from any and all claims or causes of action asserted against Releasees arising out of or in any way related to Renter's use of the facilities.

Guest Responsibility and Personal Property: Renter is responsible for any situation involving their guest/and or attendees at the event. Pierson Township will not assume any responsibility for damage or loss to personal articles or merchandise left on its premises prior to, during or following an event.

LEGAL USE: Renter shall comply with all the laws of the United States of America and the State of Michigan, and with all ordinances of Pierson Township in its use, and will not permit any action on the premises in violation thereof. If there are any violations of the terms or conditions of this Agreement, Pierson Township shall have exclusive right to immediately terminate the rental without notice or refund, and Pierson Township may pursue all of the rights and

remedies at law or in equity including, without limitation, the right to recover court costs, or attorney fees arising out of the Renter's said use of the property and to indemnify and hold harmless from and against any judgment based on any such claims.

INDEMNITY: In consideration of their use of the Pierson Township Hall facilities, building, pavilion or grounds, the Renter and their guests and attendees releases, discharges, indemnifies and holds harmless, the Township, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, from and against any and all loss, cost (including attorney's fees), damages, expenses from any and all claims for bodily injury (including death resulting therefrom and including statutory liability under worker's compensation laws to the fullest extent provided by law), personal injury or property damage from any source whatsoever arising out of the use of, occupancy of, operation of, conduct in or about, serving or furnishing of or consumption of alcoholic beverages in or around, or rental of the premises.

I have read, understand and agree to abide by the contract terms herein. I fully understand that I personally or our organization, if I am representing one, will be responsible for any and all damage and clean up. The Renter will pay for additional cost incurred by damages and/or clean up that exceeds the rental deposit.

I accept and hereby agree to the foregoing conditions.

DATE: _____

RENTERS SIGNATURE: _____

PHONE NUMBER: _____

The rental agreement for the foregoing requested date is hereby accepted and approved.

DATE: _____

PIERSON TOWNSHIP

By: _____

Its: _____