DATE OF FUNCTION: ___________________________ TIME OF FUNCTION: ___________________________

TYPE OF ACTIVITY: _____________________________________________________________

NUMBER OF PEOPLE EXPECTED: ___________________________ DATE OF REQUEST: ___________________________

PHONE NUMBER: ______________________________________________________________

EMAIL: ________________________________________________________________

INDIVIDUAL, ENTITY, OR ORGANIZATION SPONSORING OR CONDUCTING THE EVENT: ___________________________

ADDRESS: ________________________________________________________________

PLEASE ANSWER THE FOLLOWING:

1. Is your planned event a fully non-profit event? Is your event open to the public? If yes, see Mass Gathering permit at end of form.

   ☐ YES ☐ NO

2. Will anything be sold by anyone at this event?

   ☐ YES ☐ NO

   If yes, what is being sold and by whom? (Name of entity/organization/individual)

3. Is there any type of fee charged to anyone to be present at or to participate in this event?

   ☐ YES ☐ NO

   If yes, who is receiving the fee?

4. Is any entity or organization named in B and C above a legally established non-profit organization as defined under the Internal Revenue Code?

   ☐ YES ☐ NO

5. Is your event open to the public? If yes, see Mass Gathering permit at end of form.

   ☐ YES ☐ NO

Issuance of a permit to use the Mill Point Band Shell is in part in reliance upon the truth and accuracy of this application/agreement. Any violations of this agreement or any misrepresentations may result in the revocation of the permit and a police order for immediate removal of all persons associated with your event from the Mill Point Band Shell.
RULES AND REGULATIONS

1. Prospective users may make a request to the Village Manager or his/her designee to reserve the Mill Point Park Band Shell for civic, charitable, other non-profit events for no charge or pre-approved commercial events who pay the requisite fee determined from time to time by the Village Council in the Annual Fee List ($45 Village resident and Non-Profit. $65 non-resident). Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed upon approval by the Village Manager or his/her designee and completion of this agreement. The Mill Point Park Band Shell may be reserved any day or evening that other activities are not scheduled.

2. A refundable security deposit of $100 is required for all events. Provide a separate check to the Village of Spring Lake with this agreement. It will be returned after the event if no damage occurs.

3. Deposits will be fully refunded if the cancellation occurs 90 days or more prior to the event AND the room can be reserved with another comparable event, except in the case of a wedding. Deposit will not be returned or refunded until another event is scheduled.

4. Events cancelled from 89 - 31 days before the date of the event will forfeit 50% of the deposit except for wedding receptions, which will forfeit the full deposit.

5. All events cancelled within 30 days of the event will forfeit the full deposit.

6. Decorations must not be taped, nailed, stapled, or glued to the pillars or structure. Because there is an underground sprinkling system, DO NOT PUT STAKES INTO THE GROUND. Any decorations used must be removed.

7. The selling, distribution, or consumption of alcoholic beverages at the Mill Point Band Shell is prohibited, unless approved separately by the Village Manager or his/her designee.

8. The behavior of all persons attending any event is the responsibility of the person and/or the sponsoring organization or entity, (hereinafter “responsible parties”) making the reservation. The responsible parties agree to ensure that all guests behave in such a manner so as not to cause any damage to any persons or property on the premises or to interfere with the rights of neighboring property owners. By your signature on this document, you, the responsible person and sponsoring organization/entity reserving the park, assume the responsibility for any damage caused by your acts, the acts of any of your guests or any other third-party present at the Mill Point Band Shell during the period of reservation.

LEEESEE INITIAL: ___________
To the fullest extent permitted by law, \( \text{(responsible party)} \) shall defend, protect, hold harmless, and indemnify the Village of Spring Lake, its officers, directors, council members, managers, members, employees and agents (hereinafter collectively “Related Parties”) from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to or sickness or death of, any person, or property damage or destruction (including loss of use) which may be imposed upon, incurred by or asserted against the Village of Spring Lake or its related parties allegedly of actually arising out of or resulting from any and all used or occupancy of the Village of Spring Lake as described in the User Agreement, including without limitation any breach of contract or negligent act or omission of \( \text{(responsible party)} \) or of \( \text{(responsible party)} \) consultants, subcontractors or suppliers, or agents, employees or servants of \( \text{(responsible party)} \). This indemnity provision shall include claims alleging or involving joint or comparative negligence.

The undersigned hereby acknowledge and agree that they have read this agreement and will fully comply with the terms hereof. Failure to restore the premises to its prior condition shall result in the liability for any damages or loss.

I have read this agreement and agree to comply with the terms thereof,

Signature(s) of, and on behalf of, responsible parties: ___________________________________

Print Name: ____________________________________________

Village Leasing Agent Signature: ____________________________________________
MASS GATHERING APPLICATION

VILLAGE OF SPRING LAKE - Ordinance No. 357

This application is for public gatherings of 100 or more people.

102 W. Savidge St., Spring Lake, MI 49456
(616) 842-1393, FAX (616) 847-1393 • stefanie@springlakevillage.org

It is recommended that this application process begin and reservations made 120 days prior to an event to allow for planning on the part of the applicant and sponsor, adequate review of application by the Village Event Coordinator, scheduling of appropriate review meetings with required officers and Village officials, and for the appeal process should this application be denied for any reason. Any application submitted less than 60 days prior to an event risks not being approved due to time constraints. All public land reservations are taken on a first come, first served basis.

Thank you for considering the Village of Spring Lake for your event. We look forward to working with you to ensure the success of your event with the public health, safety and welfare of your guests and our residents as well as the proper use of Village services and personnel in mind.

APPLICANT INFORMATION:

Name of event:________________________________________________________

Date(s) of event:______________________________________________________ Number of people expected to attend:_____________

Proposed location of event:__________________________________________

Name of applicant:___________________________________________________

Name of sponsoring organization:_______________________________________

DATES: **OFFICE USE ONLY**

Application provided to Permittee (with site maps)_______ Public land reservation made________

$150.00 Non-refundable fee received________ Check #________(NOTE: Fees must be submitted as separate checks.)

$250.00 Refundable security deposit received________ Check#________ Refunded (if applicable)________

Completed application (with site plan) submitted________ Signed Hold Harmless submitted________

Certificate of Insurance (No less than three days before event)________ Liquor License (No less than three days before event)________

Permit Approved: YES NO Permit#________________________ If NO, Denial communicated________

Authorized Village Signature __________________________________________ Date: __________

REQUIRED MEETINGS

Initial Review________________________________________________________
(Should not be scheduled less than 60 days in advance of event)

Final Review________________________________________________________
(Should be scheduled for 1 week in advance of event)

Post Review________________________________________________________
(Should be scheduled for two weeks after event)

APPLICATION REVIEWED AND APPROVED BY

SL DPW________________________ Date __________

OCSO________________________ Date __________

SL Fire________________________ Date __________

SL EMS________________________ Date __________
PERMIT APPLICATION AND CONDITIONS

CONTACT INFORMATION

APPLICANT

Name of Applicant: ____________________________________________________________

Address: ____________________________________________________________________

Cell Phone #: ___________________________ Alternate Phone#: ______________________

Email: _____________________________________________________________________

SPONSOR

Sponsoring Organization: _______________________________________________________

Contact Name (If different from applicant): _______________________________________

Address: ____________________________________________________________________

Phone #: ___________________________ Email: ______________________________________

DAY OF EVENT

On-Sight Contact Name (if different from applicant): ________________________________

Cell Phone #: ___________________________

Alternate On-Sight Contact Name: ________________________________________________

Cell Phone #: ___________________________

Law Enforcement Non-Emergency Contact: _______________________________________

Cell Phone #: 800-249-0911

On-Call DPW Worker Name: ____________________________________________________

Cell Phone #: 616-844-2104

DPW Supervisor Name: _________________________________________________________

Cell Phone #: ___________________________

Village Event Coordinator: ______________________________________________________

Cell Phone #: ___________________________
EMERGENCY PLAN
Will there be an onsite Medical Emergency/First Aid Stations established? Yes No If “YES” what is the location? ____________________________
If “NO” how will an emergency be handled? ____________________________

Will there be an onsite Fire Emergency Station be established? Yes No If “YES” what is the location? ____________________________
If “NO” call 911 and be certain you and your staff are aware of your location.

Will there be an onsite Police Emergency Station be established? Yes No If “YES” what is the location? ____________________________
If “NO” call 911 and be certain you and your staff are aware of your location.

In case of Severe Weather who makes the call to cancel the event:
Name: ____________________________
Cell Phone #: ____________________________

Is there a Severe Weather Shelter Area: Yes No If “YES” what is the location? ____________________________

In case of Severe Weather is there an Alternate Event Location? Yes No If “YES” what is the location? ____________________________

GENERAL EVENT INFORMATION

Type of Event: ____________________________

Describe in detail the activities planned: ____________________________
__________________________
__________________________
__________________________
__________________________
__________________________
__________________________
__________________________
__________________________

(Use an additional sheet of paper if necessary)
SCHEDULE

<table>
<thead>
<tr>
<th>Day of Week</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Setup:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event Starts:</td>
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<tr>
<td>Event Ends:</td>
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<tr>
<td>Dismantle:</td>
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<td></td>
</tr>
</tbody>
</table>

EVENT DETAILS

Please provide on a separate sheet of paper if necessary, a complete disclosure and description of the following:

1. Will alcohol be sold or provided?  
   Yes No
   If “YES” the applicant is responsible for obtaining a liquor license. A copy of the license must be provided to the Village no less than three (3) days prior to the event and fencing must be erected. See Fencing in the Village of Spring Lake Mass Gathering Ordinance (VSLMGO) No.0 of 2019.

Description of any beverages to be provided or sold to public.

2. Will food or merchandise to be sold or provided?  
   Yes No
   If “YES” then see Food Service in the VSLMGO No.0 of 2019.

Description of food or merchandise to be provided or sold to public.

3. Do you plan to have sound amplification?  
   Yes No
   If “YES” then see Noise Control in the VSLMGO No.0 of 2019.

Provide description.
4. Are there restroom/facility requirements?  
   If “YES” then see Restroom Facilities in the VSLMGO No.0 of 2019.  
   Describe facilities to be utilized. If portable facilities are being brought in, please indicate 
   the number of units and vendor name.__________________________________________
   ________________________________________________________
   ________________________________________________________
   ________________________________________________________

5. Are there waste/trash/recycling requirements?  
   \textbf{NOTE:} The sponsoring agency is responsible for providing trash and garbage pickup and bag 
   replacement and must make arrangements for their trash to be hauled away. The area must 
   be restored to clean after this event. 
   Plan for gathering waste during the event and removing waste after the event. ________
   ________________________________________________________
   ________________________________________________________
   ________________________________________________________

6. Is electrical power required?  
   Describe power requirements and how power is to be provided.____________________
   ________________________________________________________
   ________________________________________________________
   ________________________________________________________

7. Will any type of tent(s) or structure be setup or installed? Provide map that shows 
   placement and provide a description of tent(s) here. \textbf{NOTE: Certain tents and structures} 
   require Fire Dept. approval ALL TENTS REQUIRE A TEMPORARY USE PERMIT. ______________
   ________________________________________________________
   ________________________________________________________
   ________________________________________________________

8. Will site security be required for this event?  
   Describe the location and plan for your security.______________________________
   ________________________________________________________
   ________________________________________________________
   ________________________________________________________
9. Will this event require procedures to manage vehicle traffic, road closures, parking, and circulation expectations for pedestrians? (NOTE: Law enforcement is authorized to make modifications to vehicle and/or pedestrian barricades, traffic routes and street closures based on public health, safety and welfare.)

If “YES” then answer all the following applicable questions:

- Citizens are not authorized to stop road traffic. Will you need help from the Ottawa Co. Sheriff’s Office (OCSO) to manage traffic? **NOTE: There is a cost affixed to officer involvement based on day and time.**
  - **Yes**  
  - **No**
  
  Provide details of anticipated locations, dates and times.

- Will your event require road closures? **Yes**  
  
  Provide details of anticipated locations and process (for event or unloading and loading).

- Will barricades be required? **Yes**  
  
  How many barricades will be needed?

  Provide details of anticipated procedures and process.

- Will “NO PARKING” areas be required? **Yes**  
  
  Provide details of anticipated locations and dates. (**NOTE if you plan to arrange for towing of vehicles signs must say NO PARKING in 2” tall letters and must be out no less than 48 hours before towing would begin. You must also include the name and number of the towing company.**)

- How do you plan to manage pedestrian traffic?

- Provide details of anticipated procedures and process.
SKETCH PLAN

Please provide detailed site plan of location and include the following details (if applicable).
Let the Village Event Coordinator know if you need either a digital or hard copy of a map of the area.

- Event area/land layout
- Staging areas for event (unloading, loading areas)
- Parking Areas (indicate ADA parking – this must be available)
- Designated NO PARKING areas (include sign requirements)
- Vehicle/Pedestrian/Runner circulation routes/travel lanes
- Street, sidewalk, and pathway closures or reroutes (include sign/barricade requirements)
- Primary entrance and exits
- Temporary fencing layout (this is required if liquor is served/sold)
- Layout of vendors, tents, events, PA or music source
- Food and water sources
- Restrooms
- Waste, trash, recycle disposal
- Electrical sources
- Main contact event coordinator’s primary location
- Emergency support locations – Police, Security, Fire, Medical, Communications

ADDITIONAL CONDITIONS & REQUIREMENTS

Certificate of Insurance: No permits will be issued without a current Insurance Certificate that names the Village as a co-insured party, turned into the Village no less than three (3) days prior to the event.

Security Deposit: Sponsoring agency is responsible for cleaning and restoring the site after the event. The site will be reviewed by the DPW at the earliest convenient time after the event and a report will be delivered to the Village Event Coordinator.

If the site is clean and restored the permitee’s security check will be returned at the Post Review meeting which will be scheduled approx. two weeks after the event.

If the site is not clean and restored the cost of restoration will be borne by the permitee. See 2.5 Requirement for Applicant’s Reimbursement to the Village (1) Cost Determination in the VSLMGO No. 0 of 2019.

Miss Dig: If ground stakes are used for tents and temporary structures, you may be required to contact MISS DIG no less than 1 week prior to event. Failure to do so could result in license being withdrawn and cancellation/postponement of event. 1-800-482-7171

Camping: Camping in or on public property, streets, parking areas and parks is prohibited. Fires in the park are only allowed in the approved grills. Camp fires in the park are not allowed.
AFFIDAVIT OF APPLICATION

As the applicant, I hereby agree to abide by the terms set forth in this application and the Ordinances of the Village of Spring Lake. I understand the failure to do so may lead to the cancellation of the event, or the denial of a future license. I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief and I have read, understand, and agree to abide by the rules and regulations established by the Village Council and/or Village Manager.

_______ Yes, I agree to the above terms

_______ No, I do not agree to the above terms

I declare under penalty of perjury that the information provided in this application is correct.

Signature Applicant: __________________________ Date: __________________________

Additional Conditions of Approval: (attach conditions of approval)

HOLD HARMLESS AGREEMENT

This special event applicant or designees of the sponsoring organization(s) (hereafter called “licensee”) agrees to reimburse the Village of Spring Lake (hereinafter called “Village”) for all loss incurred by it in repairing or replacing damage to Village property proximately caused by the licensee, its officers, employee, agents, monitors, or any other persons attending or forming the special event who were, or should have been, under the licensee’s control. Persons who merely attend or join in a special event are not considered by that reason alone to be “under the control” of the licensee.

The licensee further agrees to defend without costs, indemnify, and hold harmless the Village, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of or alleged to arise out of the licensed event, which was proximately caused by the actions of the licensee, its officers, employees, agents, including monitors, or any other persons attending or joining in the event who were, or reasonably should have been under the control of the licensee. Persons who merely attend or join in an event are not considered by that reason alone to be “under the control” of the licensee.

I understand and agree to comply with all terms of the above Hold Harmless Agreement if my application has been approved and all special conditions and required advance payment have been met.

Signature of Applicant(s) __________________________ Date: __________________________

Signature of Officer Sponsoring Organization

______________________________ Date: __________________________

Title: __________________________________________________________