

# MILL POINT PARK RENTAL AGREEMENT

102 West Savidge St, Spring Lake MI 49456

P: 616-842-1393 F: 616-847-1393

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## EVENT INFORMATION



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?

YES  NO

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

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.

LEESEE INITIAL: \_\_\_\_\_

To the fullest extent permitted by law  \_\_\_\_\_ (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  \_\_\_\_\_ (responsible party) or of  \_\_\_\_\_ (responsible party) consultants, subcontractors or suppliers, or agents, employees or servants of  \_\_\_\_\_ (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**

Day of Week	Date	Time
Setup: _____	_____	_____
Event Starts: _____	_____	_____
Event Ends: _____	_____	_____
Dismantle: _____	_____	_____

**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? Yes No

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? Yes No

**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? Yes No

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. **NOTE: Certain tents and structures** Yes No

**require Fire Dept. approval ALL TENTS REQUIRE A TEMPORARY USE PERMIT.** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Will site security be required for this event? Yes No

Describe the location and plan for your security. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



g. 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 No

Provide details of anticipated locations and process (for event or unloading and loading). \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Will barricades be required? Yes No

How many barricades will be needed? \_\_\_\_\_  
 Provide details of anticipated procedures and process. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Will "NO PARKING" areas be required? Yes No

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 & REQUIRMENTS

**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 permittee'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 permittee. **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: \_\_\_\_\_