



## DAVISON TOWNSHIP PARKS & RECREATION RENTAL AGREEMENT

**ALL DAVISON TOWNSHIP PARKS ARE ALCOHOL-FREE (unless approved by Davison Township Board with submission of Outdoor Assembly Ord. #5 application), DRUG-FREE AND TOBACCO FREE. NO ALCOHOLIC BEVERAGES, CONTROLLED SUBSTANCES AND TOBACCO PRODUCTS ARE TO BE SERVED, CONSUMED, OR BROUGHT ONTO TOWNSHIP PROPERTY.**

User Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

FACILITY BEING REQUESTED: \_\_\_\_\_

DAY/DATE: \_\_\_\_\_

START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

EVENT TYPE: \_\_\_\_\_

ESTIMATED ATTENDANCE: \_\_\_\_\_

1. **FEE:** User agrees to pay the sums referenced on the most recent Davison Township Fee Schedule approved by the township board. See attached fee schedule. **The rental fee must be paid 14 days prior to the rental date.**
2. **RESERVATION TERMS:** A signed Rental Agreement must accompany the Reservation fee/Security deposit. Reservation fee/security deposit must be paid at the time of reservation. If the fee is not received within the allotted time, you automatically forfeit your reservation rights, and said property is opened for rental date usage.
3. **CANCELLATION:** Upon written request, a full refund of the reservation/security deposit fees will be issued up to 60 days prior to the event **minus a \$25 processing fee. No refund of the reservation fee will be issued within 60 days prior to the event.** Approval of this Agreement has been granted with the understanding that the Township of Davison reserves the right to cancel this Agreement, with or without notice. If your event is canceled due to severe weather, you will be offered the opportunity to reschedule up to one (1) year at no additional charge.
4. **DECORATION/SET-UP:** When decorating, only freestanding decorations may be used. Nothing is to be affixed to walls, ceiling, doors, etc. Tape, adhesive, nails, staples, thumb tacks, or similar devices, or any device that makes a hole are prohibited for attaching decorations to any park structure or tree. Acceptable methods of attachment are string, ribbon, and twist ties. Candles or any type of lights using an open flame are prohibited. Hanging decorations from the ceiling is prohibited. The use of paper or plastic confetti to celebrate will cause litter and could lead to costly cleanup. Flowers may be used in pots and vases and then removed. All decorations must be removed within two hours of the conclusion of use.
5. **SEATING (For Gazebo Use Only):** It is suggested that seating be kept to a minimum. If a small number of chairs are required, it is suggested they be placed on the sidewalks. If you find it necessary to place

chairs on the lawn, be aware that this lawn is irrigated and soft, chairs will sink. Chairs placed unsupported will damage the lawn, and you could be responsible for repairs. If you elect to use plywood sheets to support the chairs, it must be removed immediately following the usage. All chairs must be removed from the park area within 2 hours of usage.

6. **MINIMUM AGE:** You must be eighteen (18) years of age to rent property from the Township and provide proper identification (i.e.: valid driver's license).
  7. **HOURS OF USE:** Said property is available for use during operating hours. A full day's rental is defined as 10:00 a.m. to 8:00 p.m. Any extension of that must be agreed upon in writing by all parties of this agreement.
  8. **FOOD:** The Township of Davison or their employees are not responsible for food or drinks, which are delivered ahead of scheduled activity or left after the activity. No alcoholic beverages, controlled substances or tobacco products are to be served, consumed, or brought on Davison Township property. **CLEANUP:** The User is solely responsible for cleanup of said property. All trash must be bagged and deposited in proper receptacles. If said property is not cleaned, the User will be billed time and materials and the amount will be deducted from User's security deposit.
  9. **SECURITY AT LARGE SPECIAL EVENTS REQUIRING A GATHERING ORDINANCE PERMIT:** It shall be the User's responsibility to secure and maintain security and shall be at the sole expense of User.
  10. **INSURANCE FOR EVENTS REQUIRING A GATHERING ORDINANCE PERMIT ONLY:** User hereby acknowledges notice that the Township is not providing User "Host Liquor Liability: coverage. User also hereby acknowledges that no alcoholic beverage will be furnished by User or consumed at User's event. User shall submit to Davison Township evidence of general liability insurance (may be from User's homeowner's or renter's insurance, if appropriate) showing limits of liability not less than \$500,000, prior to the event. In any event, User hereby agrees to indemnify and hold Davison Township harmless from and against any and all claims, including any claimed litigation expenses, court cost, or attorney fee, arising out of User's said use of described property and to indemnify and hold said Township harmless from and against any judgment based upon any such claims
  11. **LEGAL:** User shall comply with all the laws of the United States of America and the State of Michigan, and with all ordinances of the Township of Davison in its use, and will not permit anything to be done on said property in violation thereof. If you violate any of the terms or conditions of this Agreement, the Township shall have the right to immediately cancel this Agreement without notice or refund, and the Township of Davison may pursue all of the rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. User hereby agrees to indemnify and holds the Township of Davison harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of User's said use of property and to indemnify and hold harmless from and against any judgment based on any such claims.
  12. **BUILDING CAPACITY:** (if applicable) the number of persons attending any function shall not exceed the capacity of the building as mandated by the State of Michigan Fire Marshall.
  13. **PERSONAL PROPERTY:** Davison Township assumes no responsibility whatsoever for any property placed in or on said described property by User and/or User's guest and the Township is hereby expressly released and discharged by User from any and all liability for such loss. All personal property must be removed from described property at the conclusion of the event.
  14. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this Agreement shall be at the discretion of the Township of Davison herein.
  15. **LAKE CALLIS RECREATION COMPLEX NOTE:** All visitors to Lake Callis Recreation Complex, including pavilion reservation holders and their guests, are subject to applicable admission fees.
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- I agree to pay all appropriate fees and abide by the terms and conditions set out in this agreement.
- I agree to the above terms and conditions. I agree to use and occupy the facility in accordance with all Township policies, regulations, rules and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes.
- I agree that NO alcohol, controlled substances or tobacco products will be served, consumed or possessed by any persons attending this event. I acknowledge I may be personally liable for any damages or injuries arising from the possession or use of these prohibited items.
- I understand that if my reserved section/facility is not occupied one hour after the scheduled time, it may be opened to the public.
- I understand that this rental applies to the facility only and that any applicable park admission fee or equipment rental will be charged at the prevailing rate.

(For Lake Callis Rentals Only) I will \_\_\_ will not \_\_\_ pay for my guest's admission to the park. I will \_\_\_ will not \_\_\_ pay for splash pad admission. ***These fees may be paid in advance or by leaving a credit card at the concession stand upon arrival for your event.***

Rental Fee Amt	Reservation fee/Security Deposit Amt	Total Due
\$ _____	\$ _____	\$ _____

User Signature:

\_\_\_\_\_

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

Davison Township Parks Director Signature:

\_\_\_\_\_

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

**FOR OFFICE USE ONLY:**

Approved                       Denied                       Availability Confirmed

Reservation fee/Security Deposit

Paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Received By: \_\_\_\_\_

Rental Fee

Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_ Received By: \_\_\_\_\_

Special Instructions:

Paid by: \_\_\_\_\_ Cash      \_\_\_\_\_ Credit Card      \_\_\_\_\_ Check      Check Number \_\_\_\_\_