



DAVISON TOWNSHIP PARKS & RECREATION PRIVATE RENTAL AGREEMENT

RENTERS MUST BE IN COMPLIANCE WITH DAVISON TOWNSHIP PARK ORDINANCE #60-5 AND ANY APPLICABLE CONDITIONS OF THIS RENTAL AGREEMENT.

User Name: _____ Phone: (____) _____

Address: _____ Email: _____

City, State, ZIP: _____

Driver's License Number: _____ D.O.B. _____

FACILITY BEING REQUESTED: _____

DAY/DATE: _____

START TIME: _____ END TIME: _____

EVENT TYPE: _____

ESTIMATED ATTENDANCE: _____

(Robert Williams and Kitchen School Properties Only)

Is Alcohol To Be Served? (If so, Please See Items #10 and #11 Below) Yes _____ No _____

(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. If a credit card is not left, your guest will be charged individually as they enter the park.*

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

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, water balloons or silly string 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 at 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. **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 AND ALCOHOL PERMIT ONLY:**
 - a. User hereby acknowledges notice that the Township is not providing User "Host Liquor Liability" coverage.
 - b. User also hereby acknowledges that no alcoholic beverage will be furnished by User or consumed at User's event.
 - c. 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. **ALCOHOL:** NO alcoholic beverages will be sold on the premises. If alcohol is dispensed:
 - a. Beer and wine only allowed.
 - b. It will be the Securing Party's or Group's responsibility to assure minors are NOT served.
 - c. All alcoholic beverages will remain inside of the building.
 - d. Alcoholic beverages are NOT allowed on park grounds.
 - e. If alcohol is to be used or furnished, the lessee's use of the Davison Township Park Facility is conditional upon the lessee providing a Certificate of Insurance verifying the lessee has existing liability insurance in the amount of not less than five hundred thousand dollars (\$500,000.00) covering the lessee for any and all actions, suits, damages, loss, claims, and judgments arising out of any and all injuries which may be suffered by any and all person(s) as a result of the acts or omissions of the lessee during the lessee's use of the Davison Township Park facility.
 - f. An additional Alcohol permit fee is required upon payment of final balance due.
12. **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.

- 13. **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.
- 14. **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.
- 15. **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.
- 16. **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, tobacco products or vaping or vaping 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. Alcohol allowed on if permitted by Davison Township Parks Department.
 - 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.
 - I acknowledge and understand all conditions of Davison Township Park Ordinance 60-5. (Copies of Ordinance 60-5 can be provided upon request or found online at DTParks.com).

User Signature:

Date: _____

Davison Township Parks Employee Signature:

Date: _____

FOR OFFICE USE ONLY:

- Approved Denied Availability Confirmed
- Reservation fee/Security Deposit
Paid: \$ _____ Date: _____ Received By: _____
Paid by: _____ Cash _____ Credit Card _____ Check _____ Check Number _____
- Rental Fee
Paid \$ _____ Date: _____ Received By: _____
Paid by: _____ Cash _____ Credit Card _____ Check _____ Check Number _____
- Alcohol Permit Approved - Date: _____ Director Approval: _____
- Alcohol Permit Fee
Paid \$ _____ Date: _____ Received By: _____
Paid by: _____ Cash _____ Credit Card _____ Check _____ Check Number _____
- Liability Coverage Submitted - Date: _____ Received By: _____
Permit # _____

Special Instructions:

DAVISON TOWNSHIP PARKS RENTAL FEE SCHEDULE

- Security deposit must be paid at the time of reservation (excluding Lake Callis - Entire Rental Fee is due at the time of reservation. No Security Deposit required)
- Rental fee must be paid 14 days prior to rental date
- A signed Rental Agreement must accompany security deposit payment
- A full day's rental is defined as 10:00 a.m. to 8:00 p.m. (For times outside this please specify on form for approval).
- Cancellations: A full refund of the Reservation Fee will be issued up to 60 days prior to event minus a \$25 Processing Fee
- No refund of the Reservation Fee will be issued within 60 days prior to the event.
- All visitors to the park, including pavilion reservation holders, must pay the applicable admission fees.
- A reserved section not occupied one hour after the scheduled time may be opened to the public
- A Resident is anyone living in 48423 zip code
- Non-Profit Rentals must provide proof of non-profit status at the time of reservation (i.e. copy of 501-C3, etc..)

LAKE CALLIS RECREATION COMPLEX									
Section Number	Refundable Security Deposit / Reservation Fee	Resident Rental Fee Per Section	Non-Resident Rental Fee Per Section	Non-Profit Rental Fee Per Section	Park Entrance Fee Included	Seating Capacity	# of 6' Picnic Tables	Electricity	Grill Avail.
1	\$50.00	\$75.00	\$100.00	\$52.50	No	84	14	Yes	No
2	\$50.00	\$75.00	\$100.00	\$52.50	No	84	14	Yes	Yes
3 through 10	\$50.00	\$50.00	\$75.00	\$35.00	No	36	6	Yes	Yes
All sections	\$250.00	\$500.00	\$525.00	\$350.00	No	456	76	Yes	See above
Observation Deck	\$50.00	\$100.00	\$125.00	\$70.00	No	100	0	No	No
Volleyball Pavilion	\$50.00	\$75.00	\$100.00	\$52.50	No	80	10	Yes	Yes
Tiki Hut & Private Beach	\$100.00	\$150.00	\$175.00	\$70.00	No	40	6	Yes	Yes
Pavilions A - E	\$50.00	\$50.00	\$75.00	\$35.00	No	24	4	No	Yes

DAVISON TOWNSHIP GAZEBO AT VETERANS PARK							
Refundable Security Deposit / Reservation Fee	Resident Rental Fee	Non-Resident Rental Fee	Non-Profit Rental Fee	Seating Capacity	# of 6' Picnic Tables	Electricity	Grill Avail.
\$100.00	\$50.00	\$75.00	\$35.00	0	0	No	No

DAVISON TOWNSHIP HALL PAVILION

Refundable Security Deposit / Reservation Fee	Resident Rental Fee	Non-Resident Rental Fee	Non-Profit Rental Fee	Seating Capacity	# of 6' Picnic Tables	Electricity	Grill Avail.	
\$100.00	\$50.00	\$75.00	\$35.00	24	4	No	Yes	
WILLIAMS PARK								
Refundable Security Deposit / Reservation Fee	Rental Fee	Non-Resident Rental Fee	Non-Profit Rental Fee	Seating Capacity	# of 6' & 8' Tables	Electricity	Kitchen Avail.	Alcohol Allowed
Karen Miller Event Center								Yes \$50 Permit Fee
\$250.00	\$200.00	\$225.00	\$100.00	50	6 - 6' & 3 - 8'	Yes	Yes	Yes \$50 Permit Fee
Kurt & Marge Soper Nature Center								
\$250.00	\$150.00	\$175.00	\$50.00	49	9 - 6' Rounds 2 - 8' Long & 2 - 6' Long	Yes	No	Yes \$50 Permit Fee
KITCHEN SCHOOL HOUSE								
Refundable Security Deposit / Reservation Fee	Resident Rental Fee	Non-Resident Rental Fee	Non-Profit Rental Fee	Seating Capacity	School Desks & Bench	Electricity	Grill Avail.	Alcohol Allowed
\$250.00	\$150.00	\$175.00	\$50.00	16 Adults or 32 Children	16	Yes	No	Yes \$50 Permit Fee
DOG PARK PAVILLION A (LARGE)								
Refundable Security Deposit / Reservation Fee	Resident Rental Fee	Non-Resident Rental Fee	Non-Profit Rental Fee	Seating Capacity	# of 6' Picnic Tables	Electricity	Grill Avail.	Alcohol Allowed
Pavillion A (Whole) \$100.00 (Half) \$100.00	\$75.00 \$50.00	\$100.00 \$75.00	\$52.50 \$35.00	48 24	8 4	Yes Yes	No No	Yes \$50 Permit Fee
DOG PARK PAVILLION B (SM)								
Refundable Security Deposit / Reservation Fee	Resident Rental Fee	Non-Resident Rental Fee	Non-Profit Rental Fee	Seating Capacity	# of 6' Picnic Tables	Electricity	Grill Avail.	Alcohol Allowed
\$100.00	\$50.00	\$75.00	\$35.00	12	2	No	No	Yes \$50 Permit Fee
WATER EQUIPMENT								
PADDLE BOARD								
	1st HR. \$10.00	each addit. HR. \$5.00						



