

Information Concerning Gazebo in Children's Park

Size	Twenty-five (25') feet in diameter						
Capacity	50 people on the Gazebo Up to 200 people on the surrounding ground north of the sidewalk Seating arrangements are not provided by the Village Bleachers and scaffolding are prohibited						
Park Hours	Sunrise to sunset						
Parking	On South Broadway and in the parking lot adjacent to the Park						
Electricity	On site						
Restrooms	Two (2) blocks north in Village Hall						
Playscapes	On site – 1 for 2-5 year olds and 1 for 5-12 year olds Swing set for toddlers and youngsters						
Other	Natural setting next to Paint Creek with peaceful sound of flowing water						
Smoking & Open flames	Not allowed						
Alcohol	Not allowed						
Rental Rate*	<table><tr><td>Residents</td><td>Township Residents</td><td>Other</td></tr><tr><td>\$10.00/hour</td><td>\$25.00/hour</td><td>\$35.00/hour</td></tr></table> or the fees in effect for the date(s) requested	Residents	Township Residents	Other	\$10.00/hour	\$25.00/hour	\$35.00/hour
Residents	Township Residents	Other					
\$10.00/hour	\$25.00/hour	\$35.00/hour					
	* The two (2) hour minimum rental payment plus the Security Deposit must be paid to make a reservation.						
Set Up	Anyone renting the Gazebo will be allowed one (1) hour before the requested time for set up without charge. When setting up and/or decorating, no nails, push pins or anything that could cause damage to the Gazebo may be used at any time. Decorations may not be tied or attached to trees or any other structures in the Park.						
Clean Up	The Gazebo and Park are to left clean and free of any debris, decorations, food particles or other material. All such refuse shall be placed in the containers provided in the Park. Clean up is to be completed within one half (1/2) hour after the end of the event.						
Refundable Security Deposit	\$100.00. Will be used if Village clean up is necessary at the rate of \$ 50.00 per man hour in minimum increments of ½ hour. ADDITIONAL INSURANCE REQUIREMENTS MUST BE MET (SECTION A, PART C, IN Gazebo Rental / License Agreement).						



Gazebo Rental / License Agreement

Applicant Name _____

Organization Name _____

Street Address _____

City _____ State _____ ZIP _____

Phone Number (day) _____ (eve) _____

Requested Date & Day of Week _____ Approved Date and Day _____

Requested Hours _____ Approved Hours _____

Purpose/Event _____

Number of Attendees _____

The applicant agrees to pay a rental fee of \$ _____ and a Security Deposit of \$ _____ at the time of reservation to secure & confirm the date and hours requested. Any damage or incomplete clean up will be charged to the Security Deposit and the person/organization renting the Gazebo at the rate of \$ _____ per man hour in minimum increments of ½ hour. The area will be inspected by the Village of Lake Orion before and at the end of the rental period. Applicant agrees that all attendees will obey all the rules and regulations.

Section 1 Introduction

- A The Village of Lake Orion has established the following policies, rules, regulations and procedures to ensure the safe and efficient use and equitable availability of the Gazebo.
- B The primary concern is to see that the Gazebo is maintained for, used by and available for Village residents.
- C Definitions:
 1. Resident – a resident of the Village of Lake Orion or the owner of a tax paying business in the Village or an authorized representative of a non-profit organization located in the Village.
 2. Township resident – a resident of the Charter Township of Orion or the owner of tax paying business in the Township or an authorized representative of a non-profit organization located in the Township.
 3. Other – any other person

- D The scheduling is structured so that the Gazebo is not unfairly impacted by over use and that Children's Park is kept open for use by the public at all times.
- E The Village reserves the right to modify these policies, rules, regulations and procedures as may be required for the protection of the Gazebo and Children's Park and users of those facilities.
- F Although reserved use of the Gazebo is permitted by this Agreement, the Village of Lake Orion shall allow any unreserved portion of Children's Park to be available for open, public recreation activity on a first come/first served basis to the public.
- G The American Disabilities Act prohibits discrimination on the basis of disability, anyone or any group renting the Gazebo agrees to abide by the provision of that Act.

Section 2 Priority of Users

- First – Village residents – in priority order - residents then businesses and non-profit organizations
- Second –Township residents – in priority order - residents then business and non-profit organizations
- Third – all others

Section 3 Gazebo Reservations

- A Reservations must be made a minimum of two (2) weeks in advance of the date of the event. Reservations will not be accepted if the application is filed less than the two weeks before hand.
- B Rental requests/reservations will be accepted beginning November first for events in the following calendar year.
- C Each request will be judged on its own merits.
- D Full payment of the rental fee is due at the time the Rental Agreement form is submitted. The form will not be accepted without full payment. There are no exceptions.
- E Cancellation of the Gazebo Use permit by the applicant in writing thirty (30) days or more prior to the event will result in a refund of the fee minus a \$10 processing fee for Village residents and a \$25 fee for all others.
- F If the Gazebo Use permit is cancelled by the applicant in writing less than thirty (30) days but more than fourteen (14) days prior to the event, and if the Gazebo is rented by someone else for the cancelled date and time, the individual or group canceling the reservation shall receive a refund subject to the processing fee stated in provision E above.
- G If the Gazebo Use permit is cancelled fourteen or fewer days before the event, there shall be no refund.
- H If, in the judgment of the Village, an event is cancelled due to weather conditions which make an event/activity impossible or due to an Act of God beyond the control of the applicant, then either
 - a) a credit of the fee will be given and the event rescheduled at a mutually agreeable date or
 - b) the applicant may apply in writing to the Village for a refund.

Section 4 Fees and Charges

- A The most recent schedule of fees for use of the Gazebo as adopted by the Lake Orion Village Council shall be attached to and considered part of this Agreement by reference.

- B In the event an individual or organization requires or requests special security needs or additional maintenance, the Village may negotiate a fee to cover the added expense to the Village.

Section 5 Sales of Goods and/or Services

- A The Village of Lake Orion reserves to itself the complete and exclusive right to regulate the sale of all goods and/or services sold or conducted on Village property including by not limited to souvenirs, programs, wearing apparel, records, tapes, CDs and similar type items.
- B All food concessions must be approved in advance by the Lake Orion Village Council and the Oakland County Health Department. However, cooking of any type shall not be permitted in the Gazebo.
- C The sale of any goods and/or services without the express written consent of the Lake Orion Village Council is prohibited.

Section 6 Prohibited Activities

- A The sale, use and/or possession of any State licensed substance including but not limited to alcoholic beverages, beer, wine, wine coolers, other spirits in any Village park is prohibited.
- B The sale, use and/or possession of any controlled substance including but not limited to any illegal drug as determined by Federal, State or Oakland County law is strictly prohibited.
- C Smoking of tobacco products is prohibited.
- D Glass containers of any type are prohibited.
- E Pets are prohibited in Children's Park and on the Gazebo.
- F Feeding and/or chasing the ducks is prohibited.
- G Activities that violate any Village Ordinance or other law are prohibited.
- H Open flames including the burning of candles is prohibited.
- I Decorations shall not be attached to the Gazebo with nails, screws, push pins or other fastening materials that do or may change the condition or appearance of the Gazebo in any way. Decorations shall not be tied or attached to any trees, vegetation or structures in the Park.

Section 7 Facility Use Regulations

- A Except for the temporary seating, if any, that is shown on the attached plan, this Agreement only covers the Gazebo and is only for the hours requested and approved. The remainder of Children's Park and the equipment in it are and will remain open for use by the public.
- B In the event a Village function conflicts with an individual's or organization's reservation for use of the Gazebo, the Village's event shall have priority. The individual or organization will be allowed to re-schedule its event or receive a refund of the entire amount paid without penalty.
- C The Village shall have the right and discretion to cancel this Agreement and any permission granted to the applicant to use the Gazebo or to refuse to rent the Gazebo to the applicant in the future if the individual or organization fails to abide by the terms of this Agreement.

- D The applicant shall leave the Gazebo clean and free of any debris, decorations, food particles or other material. All such refuse shall be placed in the containers provided in the Park.
- E Children 12 years old and younger shall be supervised by an adult at all times, and the children are not permitted to chase or feed the ducks at any time.

Section 8 Indemnification, Damage Responsibility and Liability Insurance

- A For and in consideration of the grant by the Village of Lake Orion for the use of the Gazebo in Children’s Park as requested, the Applicant hereby agrees to fully hold harmless, defend and indemnify the Village of Lake Orion and all of its officers, officials and employees with respect to all claims, losses, damages, causes of action, judgments, costs and expenses including reasonable attorney fees, whether or not the same are now known, liquidated, discovered, discoverable or justifiable, which may be asserted, brought or rendered against, incurred or suffered by, and/or imposed upon the Village of Lake Orion, and/or its officers, officials and employees by reason of or arising out of the grant or exercise of the rights granted by the Village of Lake Orion to Applicant.
- B Applicant shall be responsible for any costs and expenses incurred by the Village in repairing or replacing any parts of the Gazebo or other Village property in the Park that is damaged during and as a result of the Event.
- C A Certificate of Insurance naming the Village of Lake Orion as an “*additional insured*” and “*Certificate Holder*” and indicating comprehensive general liability coverage of not less than \$1,000,000.00 is required from any organization seeking to rent the Gazebo. Such certificate shall be received by the Village of Lake Orion prior to this Agreement being signed by the Village.
- D An individual seeking to rent the Gazebo shall provide to the Village a copy of his homeowners insurance policy with a minimum of \$100,000.00 liability coverage and with an expiration date subsequent to the date for which use of the Gazebo is being sought.

Section 9 Amendments

The Village of Lake Orion reserves the right to amend the terms of this Agreement as conditions warrant it. The applicant will be notified if such amendment in any way impacts on the use of the Gazebo for the date(s) indicated above.

I acknowledge and represent that I have read the terms of this Agreement, that all persons using the Gazebo and Park shall abide by all terms of this Agreement and that if I am signing on behalf of an organization, that I have the legal authority to do so and bind that organization to this Agreement.

Witnesses: (Print names below signatures)

Signed

Signature

Print name

Organization & Title

For Village Use Only Gazebo Rental License Agreement Confirmation

Applicant Name _____

Organization Name _____

Street Address _____

City _____ State _____ ZIP _____

Phone Number (day) _____ (eve) _____

Requested Date & Day of Week _____

Requested Hours _____

Purpose/Event _____

Date Reservation Fee Paid _____ Amount \$ _____ Receipt # _____

Certificate of Insurance Provided Yes _____ No _____ Date _____

Date Reviewed by Village Manager or Designee _____

Date Approved _____ or Date Denied _____

Signature of Manager or Designee _____

Date Copy of This Approval or Denial (circle one) Forwarded to:

Applicant _____

Police Chief _____

DPW _____

Binder _____

by _____
(Print name)

21 E. Church St.
Lake Orion, MI 48362



248-693-8391
www.lakeorion.org

Village of Lake Orion

EST 1859

HOLD HARMLESS AGREEMENT

FOR AND IN CONSIDERATION of the grant by the Village of Lake Orion to
permit/allow ** _____

as requested by the undersigned, the undersigned does hereby agree to fully hold harmless, defend and indemnify the Village of Lake Orion, and all of its officers, officials and employees, with respect to all claims, losses, damages, causes of action, judgments, costs and expenses, including reasonable attorneys fees, whether or not the same are now known, liquidated, discovered, discoverable or justifiable, which may be asserted, brought or rendered against, incurred or suffered by, and/or imposed upon, the Village of Lake Orion and/or its officers, officials, and employees, by reason of or arising out of the grant or exercise of the rights stated above granted by the Village of Lake Orion to the undersigned.

** Insert information regarding what the activity is, date(s), time, and areas that are affected (public sidewalks, streets, parking spaces, etc.).

Witnesses: (Two (2) witness signatures are required)
(Print name beneath each signature)

*Signature

Print Name

Organization and Title

* If the project is related to obstructing the public right of way for work on private property, the signature must be that of the subject property owner or of the contractor performing the work.

Date Approved: _____

Copy to: Applicant _____