



VILLAGE OF SPRING LAKE
102 W. Savidge Street, Spring Lake, MI 49456
(616) 842-1393 – Fax (616) 847-1393
Spring Lake Mill Point Park Band Shell Agreement

Date of Function: _____ Time of Function: _____

Type of Activity: _____ # Expected _____

Date of This Request: _____ Telephone # _____ Cell # _____

Individual, entity or organization sponsoring or conducting the event: _____

Address: _____

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.

Cancellations

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. Please answer the following:

A. Is your planned event a fully non-profit event? Yes _____ No _____

B. Will anything be sold by anyone at this event? _____
If yes, what is being sold and by whom (name of entity/organization/individual)

C. 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? _____

D. 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 _____

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.

- 7. 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.
- 8. 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.
- 9. 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.
- 10. To the fullest extent permitted by law x (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 x (responsible party) or of x (responsible party) consultants, subcontractors or suppliers, or agents, employees or servants of x (responsible party). This indemnity provision shall include claims alleging or involving joint or comparative negligence.
- 11. 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: _____

Agreement Approved and Updated:
