

## **BRANDENBURG PARK RESERVATION REQUIREMENTS & LIABILITY WAIVER**

**2023 Park Season: May 26-September 4**

(No rentals July 22-August 6)

**RESERVATIONS.** Call 586-949-0400 option 4, Monday-Friday from 8AM-4:30PM for information or assistance. Reservations are confirmed only when accompanied by rental fee, security deposit, and a signed contract.

In-Person (February 1 for Chesterfield residents, February 3 for Non-Residents)

Visit the Township Offices at 47275 Sugarbush during business hours, Monday-Friday, 8AM-4:30PM.

Online (February 6 for all renters)

Visit online parks.chesterfieldtwp.org. Reservation calendar and reservations for Brandenburg Park can be found under the 'Online Rentals' tab at the top of the homepage.

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1. **RESPONSIBILITY.** The responsible party will need to be able to furnish proof of their approved rental onsite, if requested. Non-compliance will result in contact to local authorities and/or law enforcement. Chesterfield Township will not be responsible for lost or stolen items while a facility is being rented. The renting party is responsible for ensuring the facility is not left unattended. When renting the building, an onsite staff member will unlock the doors at arrival and lock the doors at exit. The renting party is responsible for all activities in the building until checking out with a staff member.
2. **SET-UP.** In the building, tables and chairs are accessible to all rentals. It is the expectation of a rental that the set-up and tear-down of the tables and chairs is the sole responsibility of the renting party. Tables and chairs must be returned to their starting position prior to the rental end time. In the pavilions, a designated number of picnic tables are available for each renting party. Tables may be moved by the renting party during their rental hours. Picnic tables must be returned to their starting position prior to the rental end time. Security deposit may be held for lack of adherence.
3. **DECORATIONS.** Alterations to the structures are not permitted both in the building or pavilions. No tape, staples, paint, etc. should be affixed to the structure. Structures will be inspected before and after each rental. Should there be any alterations to the structures whatsoever, the renter will be charged for clean-up and repairs. Security deposit will be held for lack of adherence.
4. **CLEAN-UP.** The building and pavilions must be returned in the same state they are received. Basic cleaning supplies will be provided for rentals (broom, dust pan, trash bags, cleaning spray, paper towel, etc). It is the sole responsibility of the renting party to clean all dirty areas of the facility including tables, chairs, counter space, and floors. Trash must be tied in a trash bag and placed in or next to the designated trash cans. Report any concerns to the staff onsite.
5. **RENTAL FEES.** Rentals fees are non-refundable. Unknown circumstances such as illness, weather, or scheduling conflict do not constitute a refund. If the renter wishes to cancel their rented date, a full refund of the security deposit will be returned. Rental fees will be forfeited. Rental refunds may be provided if your rental date is canceled by the Chesterfield Parks and Recreation due to unforeseen circumstances.
6. **PARKING PASSES.** Parking fee is required for all vehicles to enter Brandenburg Park. Both daily and season passes are available for purchase. Season passes can be purchased at the Brandenburg Park front entry booth and at the Chesterfield Township Treasurer's Office, 47275 Sugarbush. No refunds for a daily parking pass due to inclement weather or other unforeseen circumstances.
  - A) **PRE-PAID PARKING PASSES.** Pre-paid parking passes can be purchased in advance only at the Treasurer's Office. Pre-paid parking is not available at the Brandenburg Park booth. No refunds given for unused pre-paid parking passes. Pre-paid parking passes do not guarantee parking spots or secure designated parking spots for the renting party. Booth Attendants may distribute pre-paid passes to party guests with prior approval. The renting party must confirm utilization of booth staff to help pass out parking passes during the time of a rental. A Pre-Paid Parking Pass Agreement Form must be completed the day of the designated rental.
7. **ADDITIONAL EQUIPMENT.** Groups/individuals may bring in their own 10' x 10' pop up tent or portable grills. The renter must be able to transport these items back without use of motor vehicles. Personal, business and/or catering vehicles are

not permitted on the lawn and will not have direct access to the rental site. Hand carts or wagons are permitted for transportation of equipment, catering items, beverages, tents, rentals, coolers, food or supplies of any kind to the rental location.

8. **OUTSIDE VENDORS.** An applicant must show proof of additional insurance for all non-traditional activities held on the premises. These activities include, but are not limited to; DJ Service, Bounce Houses, Food Trucks, and all other large items contracted through commercial companies. Bounce houses require their own generator. Outside vendors are only permitted during the time of a party's building or pavilion rental. Outside vendors are not permitted at Brandenburg Park without a facility rental.
  - A) Insurance coverage must show: Chesterfield Township, 47275 Sugarbush, Chesterfield, MI 48047 as the certificate holder and needs to read "Charter Township of Chesterfield, Brandenburg Park, it's Employees, Staff, Agents, and Volunteers, is added for additional insured for event on \_\_\_\_\_(date) at Brandenburg Park."
  - B) Insurance policies must be received at the Chesterfield Township Parks and Recreation Office at least two weeks prior to event day. Proof of insurance can be delivered to the Parks & Recreation Office, 472754 Sugarbush, or emailed to [mvannerson@chesterfieldtp.org](mailto:mvannerson@chesterfieldtp.org).
  - C) If an insurance policy is not received two weeks prior to a rental date, the outside vendor or equipment will not be allowed on the premises. No rental fee refunds will be given for the inability to utilize unpermitted outside vendors.
9. **HELD SECURITY DEPOSIT.** Security deposit will be held for all rentals not conforming to rental rules. Reasons a security deposit may be held partially or in full include, but at not limited to the following; damage to the facility, damage to the equipment including tables, extending rental time beyond or prior to a scheduled time, excessive use of staffing, non-adherence to general park rules, non-adherence to Chesterfield Township ordinances or laws, excessive clean-up, unpermitted outside vendors, or any other inappropriate behavior deemed by administration.
10. **PARK AMMENITIES.** Use of recreation courts and play areas are on a first-come, first-serve basis. Equipment is not provided. The rental of a building or pavilion does not grant exclusive access to any recreational court or park amenity. Park amenities include splash pad, boat launches, kayak launches, fishing pier, playscapes, swings, basketball courts, tennis courts, pickleball courts, volleyball courts, freestanding picnic tables, open park space, and bathrooms. One freestanding grill is available for each pavilion, included in the pavilion rental.
11. **RESTROOMS.** There are three restroom options at Brandenburg Park during the park season. Attached to the building are multi-stall ADA accessible bathrooms. Attached to Pavilion C are single-stall ADA accessible bathrooms. Located near the basketball courts are temporary portable bathrooms. All bathroom structures are available to all park users. No bathrooms will be strictly reserved or available to reserve for a building or pavilion rental. Bathrooms are available Monday-Sunday from 8AM-8PM.
12. **PARK RULES.** Pets, glass, liquor, swimming, wading, mooring of boats or jet skis, docking of any watercraft, fireworks, excessive loud noise or music, gambling, and illegal activities are not allowed at Chesterfield Township parks. Guest motor vehicles are not permitted on the park lawn. All Charter Township of Chesterfield renters and guests are expected to follow current CDC guidelines, State of Michigan, Macomb County, and Local Executive Orders. Violators will be reported to the police without warning.
13. **PARK HOURS.** Park is open to the public Monday-Sunday from 7AM-8PM. Restrooms are open 8AM-8PM. Splash Pad is open 11AM-7PM, weather permitting. Rentals are available 9AM-8PM.
14. Chesterfield Township reserves the right to cancel or alter this rental agreement at any time. Park rules, regulations and ordinances can change at any time; should this occur, the renting party is required to immediately comply with such changes. No rental refunds will be issued, regardless of rules/regulations/ordinance changes that may occur after the signing of this contract. We reserve the right to cancel approved contracts, approve all park functions, and alter this rental agreement in any way without liability.

**RELEASE OF LIABILITY**

*To the fullest extent permitted by law, the named group or organization agrees to defend, pay in behalf of, indemnify, and hold harmless the Charter Township of Chesterfield, its elected and appointed officials, employees, volunteers, and others working in behalf of Chesterfield Township against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Chesterfield Township, its elected officials, employees, volunteers, and others working in behalf of Chesterfield Township, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in anyway connected or associated with the above indicated activity & use of Chesterfield Township Brandenburg Park during the indicated days, dates, and times. **I understand that I am responsible for the payment of all rental fees and any clean-up considered excessive by the Chesterfield Township administration.** I have read and understand the rules and regulations for this request and agree that they will be honored and enforced by myself, the organization or groups I am associated with; participants, and spectators while using the permitted site. I acknowledge that failure to comply with any of the above listed guidelines will result in my field permits being revoked and/or action by local law enforcement.*

*Utilizing Charter Township of Chesterfield parks and facilities and participating in activities on Township property is of the renter and their guests' own free-will. As a park user, the renter, participants, families, and guests freely assume all risks, both known and unknown, regardless of the efforts, or lack of efforts, from the Charter Township of Chesterfield. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that may be experienced as a renter or incurred in connection with my use of this facility and overall park use. On my behalf, on the behalf of my organization, participants, families and guests, I hereby release, covenant not to sue, discharge, and hold harmless the Charter Township of Chesterfield, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Charter Township of Chesterfield, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activity on property owned by the Charter Township of Chesterfield.*

***I release any and all rights or claims for damages against Chesterfield Township and all individuals assisting in their park operations, for any and all injuries, loss or damage suffered by myself or my participants at or in any way connected with this activity. The lessee has read, understands and agrees to abide by all of the rules and regulations of the Chesterfield Township Park Pavilions & Building Rental Agreement as indicated above.***

**SIGNATURE OF RESPONSIBLE RENTING PARTY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_