

Chesterfield Township Park Pavilions & Building

Rental Agreement

1. Pavilion Rental Reservations for Chesterfield Township residents will begin January 3, 2018. Non-Residents can begin making reservations starting February 1, 2018.
2. A rental fee and security deposit is required for each pavilion and building rental. Pavilions must be left in their original condition. Alterations to the structure are not permitted. No tape, staples, paint, pieces of paper, etc. should be affixed to the structure. Structure will be inspected before and after each rental. Should there be any alterations to the structure whatsoever, the renter will be charged for clean-up and repairs. If the structure is not left in immaculate condition, clean-up fees will be charged and withheld from the security deposit or the security deposit may be retained in its entirety.
3. Each pavilion comes with 6-8 picnic tables. Additional tables can be rented, in advance, for \$10 each. Supply is limited.
4. Groups renting a pavilion 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 vehicles are NOT permitted on the lawn and will not have direct access to the rental site. They are permitted to park in designated areas ONLY. Hand carts will be permitted for transportation of equipment, catering items, beverages, tents, rentals, coolers, food or supplies of any kind to the rental location.
5. In-season (May-Sep) BUILDING rental fees are \$200; PAVILION rental fees are \$150. Off-season rates increase and are effective during the months of October and April. The cost, in addition to the in-season rental rate is, \$108 (Mon-Sat) or \$144 (Sun). Call 586-949-0400 ext. 4 with questions.
6. If the renter wishes to cancel this rental agreement, the security deposit will be refunded in full, but ALL RENTAL FEES WILL BE FORFEITED to the Charter Township of Chesterfield. The rental cost WILL NOT BE REFUNDED for any reason.
7. The renter agrees to hold harmless the Charter Township of Chesterfield, Chesterfield Department of Public Works, Chesterfield Township Parks and Recreation Department and its employees/volunteers for any and all damages, claims or other liability resulting from the renter's use of said premises.
8. Use of recreation courts and play areas are on a first-come, first-serve basis. Equipment is neither rentable nor provided.
9. All restrooms are available for use by the public during in season park hours (9AM-9PM.) The renter does not have sole use of such facilities.
10. Park entry fee required. *Pre-paid parking passes can be purchased in advance through the Township Treasurer's Office (47275 Sugarbush.) Pre-paid parking cannot and will not be sold on-site. There are no refunds given for unused pre-paid parking passes. Pre-paid parking passes DO NOT guarantee parking spots. Booth attendees cannot distribute pre-paid passes to your guests; such distribution is the sole responsibility of the renter.
11. Pets, glass, liquor, swimming, wading, mooring of boats or jet skis, docking of any watercraft, fireworks, and excessive loud noise or music are not allowed at Chesterfield Township parks.
12. The lessee agrees not to use this area for any purpose that violates any existing Federal, State or Municipal laws or ordinances. This includes, but is not limited to:
 - A) Possession and/or use of illegal drugs is prohibited inside of the Parks and their buildings. Violators WILL BE reported to the police without warning.
 - B) Gambling or any game of chance for money is regulated by the State of Michigan Lottery Division in Lansing and is not allowed without properly displayed permits and approval from the Township Board.
 - C) No lewd activities.

All rules and regulations stated in this agreement, posted in the park, and in the Charter Township of Chesterfield's ordinances apply to everyone in the park. All local, state and federal laws must be adhered to. Any violations will be forwarded to authorities for legal action. If a violation occurs, all security deposits will be forfeited.

13. INSURANCE REQUIREMENT FOR NON-TRADITIONAL ACTIVITIES:

- A) An applicant must show proof of additional insured for all non-traditional activities held on the premises. These activities include, but are not limited to; disc jockeys, bounce houses, tents larger than 10' x 10' and all other large items contracted through commercial companies. Bounce houses require their own generator. Extension cords are not allowed.
- B) 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."
- C) 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 or emailed to csicken@chesterfieldtp.org and awillard@chesterfieldtp.org
- D) If an insurance policy IS NOT RECEIVED, non-traditional rented equipment WILL NOT be allowed on the premises and there will be NO RENTAL REFUNDS.

14. Park hours are 6AM-9PM. Restrooms are opened at 9AM and locked at 9PM. Entry booth and all other open facilities are locked PROMPTLY at 9PM.

15. 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 renter will be notified and required to immediately comply with such changes. **PLEASE NOTE:** Currently under review is the ordinance allowing beer and wine in the park. Please do not rent space at our parks if you want to be guaranteed the option to drink beer/wine on the premises. Should beer/wine be outlawed, a renter will be expected to comply. **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 functions when judged in the best interest of the Township and alter this rental agreement in any way without liability. Rental refunds will not be given.

BUILDING ADDENDUM

- A) Renter may have use of the building from 9AM to 9PM.
- B) Renter must designate open & close times. Changes to opening/closing times must be done two weeks prior to rental date.
- C) A Twp. representative will be responsible for locking and unlocking the building at the specified time. Please be ready to vacate the premises at your closing time. Security deposit will be forfeited should the premises not be vacated on time.
- D) The building must be left in the same condition it was in before rental. Garbage must be bagged, floor swept and mopped, tables wiped off, & no tape on tables, walls, or windows. If the building is not clean, the security deposit will be forfeited.
- E) Chesterfield Township will not be responsible for lost or stolen items while the building is being rented. The renter is responsible for making sure the building is not left unattended and takes full responsibility for the building and its contents.

I release any and all rights or claims for damages against Chesterfield Twp. 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 RENTER: _____

DATE: _____