

BRANDENBURG PARK MODIFIED RESERVATION REQUIREMENTS & LIABILITY WAIVER

Reservations available starting March 1, 2021. Rentals available as early as June 4, 2021.

RESERVATIONS: Call 586-949-0400 ext. 4, Monday-Friday from 8AM-4:30PM for information. Reservations can only be done in-person, inside of the Chesterfield Township Municipal Offices located at 47275 Sugarbush Road. Reservations **MUST** be accompanied by rental fee, security deposit and a signed contract/agreement.

- All Charter Township of Chesterfield renters and guests are expected to follow current CDC guidelines, State of Michigan, Macomb County and Local Executive Orders. Personal responsibility to follow all safety guidelines is also critical to help eliminate or reduce risks.
 - Ownership is on the renter to police their party in a way that adheres to all of the above stated orders. Including current group gathering limits, physical distance guidelines (6'), facemasks (discretionary) and frequent use of hand sanitizer (bring your own, park does not provide.)
 - Renters will not receive a refund if they are asked to leave the premises for any reason including non-adherence to current safety guidelines related to COVID-19.
 - Additional fees and surcharges may be assessed to individuals or groups requiring special accommodations resulting in additional costs to Chesterfield Township (i.e.: portable toilets, park damage, onsite employee wages, services, etc.)
 - Renters 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.
1. Pavilion Rental Reservations for Chesterfield Township residents begin on March 1st and non-residents can begin making reservations on March 3rd.
 2. A rental fee and security deposit is required for each pavilion and building rental. Pavilions and building must be left in their original condition. Alterations to the structures are not permitted. No tape, staples, paint, pieces of paper, 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. If structures are not left in immaculate condition, clean-up fees will be assessed, security deposit, retained and additional charges invoiced to the renter for immediate payment.
 3. Each pavilion comes with 6-8 picnic tables. Additional tables can be rented, in advance, for \$10 each. Supply is limited.
 4. 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. 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. Park Opens Memorial Day thru Labor Day. Rentals begin on June 4th. BUILDING rental fees are \$200; PAVILION rental fees are \$150. Off-season rates increase and are effective during the months of October and April as well as specific dates in May and September. 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 Leisure Services 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. Running water restrooms are available for use by the public during in-season park hours (8AM-8PM.) 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, 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 abowers@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 7AM-8PM. Restrooms are opened at 8AM and locked at 8PM.

15. The Leisure Services Department must be notified at least two-weeks in advance of any non-traditional activities taking place during the rental period and liability insurance provided. Additionally, any special events or group functions must be explained, in detail, at time of rental. It is the renter's responsibility to make sure all insurance documents are received in accordance to the rules and regulations stated in this rental agreement.

16. 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. 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.

17. Rental refunds will not be given unless your rental is canceled by the Leisure Services Department.

BUILDING ADDENDUM

- A) Renter may have use of the building from **9AM to 8PM**.
- 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) Renter should bring their own cleaning supplies (brooms, chemicals, washcloths, paper towels, mops, etc.)
- F) 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.

RELEASE OF LIABILITY

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.

*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.*

When using Charter Township of Chesterfield facilities and/or participating in programs on Charter Township of Chesterfield property, individuals, groups and organizers are asked to follow these guidelines to keep yourself and others safe. Participate, only if, you feel healthy and safe to do so. The following information must be conveyed to all those in attendance at your party/activity.

1. *If you or a member of your immediate family is exhibiting symptoms of COVID-19 or are feeling unwell, please stay home. Do not attend an activity on property owned by the Charter Township of Chesterfield until you are symptom and fever free for 48 hours.*
2. *It is impossible to mitigate all risk in regard to COVID-19 or other communicable health conditions. The Charter Township of Chesterfield cannot guarantee a disease-free environment. In accordance to CDC guidelines of best practices for decreasing the spread of COVID-19 we encourage; use of a cloth or paper facemasks (participant/spectator discretion unless indicated otherwise upon enrollment), adherence to the suggested physical distancing parameters, providing your own hand sanitizer with at least 60% alcohol for use and applying it after contact with equipment and in-between activities or locations. Only use our facilities if you feel safe to do so.*
3. *A reminder that utilizing Charter Township of Chesterfield parks and facilities and participating in activities on our 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.*

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that park users, this facility renter's organization, its participants and guests may be exposed to, or infected by COVID-19; such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a Charter Township of Chesterfield facility or park may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Charter Township of Chesterfield employees, volunteers, program participants and any park user.

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.

SIGNATURE OF RENTER: _____ **DATE:** _____