

VILLAGE OF FRUITPORT POMONA PARK PICNIC SHELTER

NO MOTOR VEHICLES IN THE PARK
THE HANDICAP ROAD TO THE PICNIC SHELTER IS FOR TEMPORARY TRANSPORTATION USE
ONLY ALL CARS MUST BE PARKED ON 3rd AVENUE, PARK STREET OR IN THE PARKING LOT
REPORT ALL VANDALS AND VANDALISM TO FRUITPORT TOWNSHIP POLICE
CALL 911 OR 865-8477

EVENT/ PERMITEE / POLICY, PROCEDURES/ FEE SCHEDULE

Part 1- Event Information

Activity: _____

Name of Group: _____

Event Date: _____ Day: _____ Start Time: _____ End Time: __

Is Event Open to the Public: Yes No

Is Electricity Required: Yes No

Part 2 - Permittee Information

Contact Person: _____

Day Phone: _____ Evening Phone: _____

Mailing Address: _____

City/ State /Zip: _____

E-Mail Address (optional): _____

Part 3 - Policy, Procedures & Information

1. No loud amplified music allowed.
2. PERMIT APPLICATION and payment to be dropped off at or mailed to:

Village of Fruitport
45 2nd Ave
Fruitport, MI 49415

Forms must be mailed no more than fourteen (14) days after scheduling the event or the event will be cancelled.

3. PERMITEE must be an adult eighteen (18) years of age who will be present at the activity. If the activity is for youth, the youth must be supervised.
4. PERMITEE must not deviate from the usage area, purpose of the usage or type of activity indicated on the permit. Any deviation may result in immediate shutdown of the Activity and may forfeit the approval of any future permits.
5. NOTICE TO CANCEL the activity is required a minimum of 14 days in advance of the event or half of the rental fee will forfeit.
6. PERMITEE agrees to leave any facility, both identified in the Permit and those in the common areas near, adjacent to, or provided for use in conjunction with the identified activity (ies), inclusive of their utilities, fixtures, and landscaping shall be returned in their original condition at the expiration of this Permit. If not, the Village will clean, repair or replace at a current and reasonable cost, such costs will be charged to the PERMITEE whether the unclean or damaged condition is an intentional result or otherwise, and as a result, PERMITEE may forfeit approval of any future permits. No alteration of any kind will be allowed to the facility (ies) without the prior written consent of the Village.
7. No alcoholic beverages or drugs allowed on site.
8. Attorney Fees: If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.
9. Warranties/Guarantees: PERMITEE acknowledges that it has inspected the facility (ies) and has found them to be completely acceptable and safe for the intended use. Village makes no warranty, promise or guarantee of any nature whatsoever concerning the physical condition of the facility or premises, and it is agreed the Village will not be

responsible for any loss, damage or costs which may be incurred by the PERMITEE by reason of any such physical condition.

10. Village's Right to Termination Revocation: Notwithstanding any other provision of this Permit to the contrary, Village may terminate this Permit, and/or permit issued subsequent hereto, at any time or for any reason or for the PERMITEE'S default. Upon notice of termination, the PERMITEE shall immediately leave the property/facility or discontinue the activity allowed by this permit. PERMITEE'S obligations and liability to the Village shall survive termination. Unless waived by the Village, PERMITEE shall restore the premises to its condition at the commencement hereof, ordinary wear and tear accepted.

11. Indemnification: PERMITEE is an independent entity and shall indemnify, hold harmless and defend the Village, its officials, agents and employees from and against any and all claims, damages, losses and expenses, including attorney fees, based upon or arising out of damages or injuries to persons, property or otherwise, caused by the fault or negligence in whole or in part of PERMITEE, its agents, contractors, or employees in the use or occupancy of the facility or premises.

12. Picnic Shelter fees may be waived for registered 501C3 Non-Profit Organizations.

By signing this PICNIC SHELTER PERMIT form, I certify on behalf of myself and my group to comply with all the rules and regulations attached.

PERMITEE SIGNATURE: _____

Date: _____

VILLAGE OF FRUITPORT RESIDENTIAL RENTAL FEE

\$50 for use of picnic shelter _____

\$50 for use of serving kitchen _____

\$75 for use of Gazebo (all day) _____

\$75 for use of band shell

VILLAGE OF FRUITPORT NON- RESIDENTIAL RENTAL FEE

\$65 for use of picnic shelter _____

\$65 for use of serving kitchen _____

\$100 for use of Gazebo (all day) _____

\$100 for use of band shell _____

CLEANUP DEPOSITS (Refundable)

SEPARATE CHECK PLEASE

\$50 for use of picnic shelter _____

\$100 for use of serving kitchen _____

\$50 for use of Gazebo _____

\$100 for use of band shell

******Two-time blocks for park rentals on Saturday and Sundays. Established time blocks are 8am to 2:30pm and 3:30pm to 9pm.***The fee is doubled if you book both time slots.****The deposit remains the same.**

Adopted 3/19/2007

Modified 3/19/2018