

Elmer Lange Park Pavilion

Kochville Township

5851 Mackinaw Road, Saginaw, MI 48604

Reservation Application & Rental Agreement

A \$75 Refundable Damage Deposit is Required with the Application & Agreement.

Resident Non-Refundable Reservation Rate \$40 per day

Non-Resident Non-Refundable Reservation Rate \$50 per day

RENTAL INFORMATION:

Name & Address: _____

Home Phone: () _____ Alternative Phone: () _____

Requested Reservation Date(s): ____ / ____ / ____ **through** ____ / ____ / ____

ATTENTION

Rental payment is due at the time this agreement requesting a rental date is submitted. Make the check payable to **Kochville Township**. Return this form signed to the Township Offices, 5851 Mackinaw Road, Saginaw, Michigan 48604, with any other requested documents. Forms must be signed by the applicant only and any amount refundable after any applicable administrative fees have been charged will be mailed to the person whose name and address appear on the form.

RENTER'S AGREEMENT:

I, the undersigned, understand and agree that by signing and dating this agreement I certify that I have read the "RENTAL TERMS AND CONDITIONS" contained on the reverse side of this form and I agree to be bound by them. I further understand and agree that my requested rental date maybe denied; however, if it is approved, it may be revoked at anytime if I or a person using, occupying, or visiting the ball diamond during the requested rental date violate the "RENTAL TERMS AND CONDITIONS" or any local, state, or federal laws.

SIGNED: _____ DATE: _____

*****FOR OFFICIAL USE ONLY*****

Renter over 18: Yes No Verified by Photo ID: Yes No

Residency: Resident Non-Resident Verified by Photo ID: Yes No

Fee Paid: \$ _____ Dates of Rental: ____ / ____ / ____ **through** ____ / ____ / ____

Requested Reservation Date(s) Approved: Yes No

APPROVED: _____ DATE: _____

Proof of Insurance Provided: Yes No

Insurance Carrier: _____

RENTAL TERMS AND CONDITIONS:

- The person requesting rental and signing this agreement, the *renter*, must be at least 18 years of age. Proof of age through photo identification is required at the time of reservation.
- Kochville Township rents the pavilion at Elmer Lange Park for \$40.00 per day to township residents and \$50.00 to non-residents. All reservation fees are non-refundable. Proof of residency through photo identification is required at the time of reservation.
- All fees, including the \$75.00 refundable damage deposit, must be paid at the time of application.
- No spirituous or malt liquors shall be sold, brought in, or consumed within Elmer Lange Park.
- Kochville Township rents the pavilion at Elmer Lange Park on a first-come, first-served basis. Payment of the applicable fees, submission of additional documentation, where applicable, and completion of this form will be the only acceptable evidence that the pavilion is rented for the date claimed.
- The renter, is personally responsible for returning the premises in the same condition as when the renter took possession, excluding ordinary and reasonable wear and tear.
- All activities, including set up and clean up will be conducted the day the facility is rented.
- Kochville Township rents the pavilion at Elmer Lange Park “as is.” The renter will conduct an inspection upon taking possession of the pavilion and report any damage found as a result of the inspection to the Township Offices. The renter is responsible for making sure the pavilion is clean upon leaving. The renter will place all refuse in containers provided by Kochville Township.
- Decorations, if used, will be put up with tape only; no nailing, stapling, or tacking will be allowed inside or on the outside of the pavilion. Outside signs must comply with the Kochville Township Sign Ordinance, which regulates signs in Kochville Township, and may be put up the day of rental and must be taken down the day of rental. Any signs posted before or after rental will be destroyed by Kochville Township.
- The renter and any person who may be using, occupying, or visiting the pavilion agree to abide by all local, state, and federal laws.
- The renter understands and agrees that the maximum seating capacity of the pavilion is 75 persons.
- The renter understands and agrees that the renter is only renting the pavilion and not any other facility or structure, including the ball diamond.
- The renter understands and agrees that the rental of the pavilion is a privilege that can be revoked at anytime for violating this agreement or any local, state, or federal laws.
- Request for the privilege to rent the pavilion begins January 15 of each calendar year. Reservations may be made through October of that calendar year. Reservations will not be accepted past October 31.
- Any noncommercial renter will provide evidence that he or she has “personal liability” coverage in force in the minimum amount of \$100,000.00 including property damage coverage.
- Commercial renters will provide Kochville Township with evidence that they have workers compensation and employers liability insurance; general liability (occurrence basis only) insurance with the following coverage extensions (1) broad form general liability endorsement or equivalent, (2) independent contractor coverage, (3) contractual liability, and (4) products liability/completed operations with Kochville Township named as “additional insured,” and vehicle liability coverage, and no-fault coverage including all owned, non-owned and hired vehicles, where applicable and with liability limits not less than \$500,000.00 per occurrence and aggregate for personal injury, bodily injury and property damage.
- In consideration of Kochville Township’s entry into this Agreement, the parties agree that:
 1. Kochville Township shall not be liable for any loss, cost, injury, or damage to any property which at any time may be suffered or sustained by the renter or any persons who may be using, occupying, or visiting the pavilion, for whatever reason or cause.
 2. The renter shall indemnify, hold harmless and defend Kochville Township from and against all claims, liabilities, losses, or damages whatsoever including, without limitation, attorneys’ fees on account of any such loss, injury, death, or damage suffered or sustained by Kochville Township in connection with the events described in 1 and 2 above.