



*Township*

## **Elmer Lange Park Pavilion**

### **KOCHVILLE TOWNSHIP**

5851 Mackinaw Road, Saginaw, MI 48604

[www.kochvilletwp.com](http://www.kochvilletwp.com) (989)792-7596 [kochville@kochvilletwp.com](mailto:kochville@kochvilletwp.com)

**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**

### **Reservation Application & Rental Agreement**

#### **INFORMATION:**

Name & Address: \_\_\_\_\_  
\_\_\_\_\_

Purpose of Reservation \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Alternative Phone: ( ) \_\_\_\_\_

Requested Reservation Date: \_\_\_ / \_\_\_ / \_\_\_ Requested Time: \_\_\_\_\_

**Please make sure you have this proof of reservation with you on the date of your event.**

**Thank you!**

#### **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.

**RENTAL TERMS AND CONDITIONS:**

- The person requesting rental and signing this agreement, the *responsible party*, 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 alcoholic beverages 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 responsible party, is personally responsible for returning the premises in the same condition as when the responsible party 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 responsible party 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 responsible party is responsible for making sure the pavilion is clean upon leaving. The responsible party 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 responsible party and any person who may be using, occupying, or visiting the pavilion agree to abide by all local, state, and federal laws.
- The responsible party understands and agrees that the responsible party is only renting the pavilion and not any other facility or structure, including the ball diamond.
- The responsible party understands and agrees that the rental of the pavilion is a privilege that can be revoked at any time 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.

- **Individuals** 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.
- **Organizations/Businesses** 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 responsible party or any persons who may be using, occupying, or visiting the pavilion, for whatever reason or cause.
  2. The responsible party 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.

**INDEMNIFICATION AGREEMENT:**

The User (named above) agrees to defend, indemnify and hold harmless **Kochville Township** from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against, or from the User (named above) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the User (named above), or by third parties, or by the agents, servants, employees or factors of any of them.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**\*\*\*\*\*FOR OFFICIAL USE ONLY\*\*\*\*\***Responsible party over 18:  Yes  No      Verified by Photo ID:  Yes  NoResidency:  Resident  Non-Resident      Verified by Photo ID:  Yes  No

Fee Paid: \$ \_\_\_\_\_ Date of Rental: \_\_\_/\_\_\_/\_\_\_ Time of Rental: \_\_\_\_\_

Requested Reservation Date Approved:  Yes  No

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

Proof of Insurance Provided:  Yes  No

Insurance Carrier: \_\_\_\_\_

Special Events Application required?  Yes  No

o If YES – copy of contract must be provided to Administration for further review

Post-Rental Inspection completed: \_\_\_\_\_