

Powell Township Government

101 Bensinger Street

PO Box 319

Big Bay, MI 49808

906-345-9345

Terms and Conditions of Use for Parks

THE USER AGREES TO THE FOLLOWING CONDITIONS AND TERMS FOR USING THE FACILITIES OF POWELL TOWNSHIP AT DRAVER PARK AND BURNS LANDING:

The name of the person in charge, in representing the user or organization assumes all responsibility for payment of damages to any Township property which occurs during the said use;

Keys can be picked up before use and shall be returned within twenty four (24) hours of completion of use of the facilities;

Facilities will be left at completion of use, in a clean manner and free from any disrepair caused by the user; all refuse will be placed in containers provided;

The facilities shall not be used for any other activities than its intended use unless prior approval has been obtained from Powell Township;

The user agrees to conduct their activities upon the premises so as not to endanger any persons lawful thereon and to indemnify and save harmless the township against any and all claims for injury to persons or property arising out of activities contracted by the user, its agents, members or guest;

It shall be the Users responsibility to obtain the **required Temporary Food Service Permit** from the County Health Department to serve food to the public. A copy must be provided to the Township Office 48 hours prior to occupancy of location;

If serving alcohol, requestor shall provide a certificate of off-premises liability insurance coverage. This certificate will be required 15 days in advance of occupancy by requestor. If a certificate of insurance coverage is not supplied to the township within these guidelines, then this agreement shall become null and void.

If using Ball Field, proof of insurance must be provided 48 hours prior to use;

No pets, overnight camping, open fires or parking motorized vehicles on Park Grounds;

Activities and events must not violate any local, county state and/or federal laws;

The Township may close the facility at any time for reasons of safety, scheduled or preventive maintenance; the Township reserves the right to waive certain conditions, or add special conditions to the agreement;

Payment is required at the time of request; a **minimum** of two weeks prior to the planned event; payable by check or money order to Powell Township;

If the User violates any part of this agreement, use of the facility will be denied. This agreement shall not be transferred without written consent of the Township;

Fees:

Concession: A onetime non refundable fee of \$100.00 plus an additional \$25.00 per day for the use of the concession stand, plus a \$200.00 refundable security deposit.

Concession stand and equipment includes but is not limited to "food shack", food service equipment, and restrooms.

Ball Field: A non refundable fee of \$125.00 per day or \$300 for a three day tournament plus an additional refundable security deposit of \$50.00.

Field will dragged, lined and bases out by opening game. Maintenance during the tournament is the responsibility of the renter. Rental includes ball field, restrooms, announcers stand and PA system.

Pavilion: A non refundable fee of \$50.00 for a six hour block of time, plus a \$50.00 refundable security deposit.

Rental includes pavilion, park playground equipment, and restrooms

Burns Landing Pavilion: A non refundable fee of \$50.00 for a four hour block of time, plus a \$50.00 refundable security deposit.

Rental includes reserved boardwalk, outhouses, and pavilion. Burns Landing Building and Beach Access cannot be reserved

The security deposit shall be returned to responsible party no later than fourteen (14) days after occupancy if, upon inspection by a township representative and keys have been returned, the premises are found to be in a clean and satisfactory condition.

Facilities rented: Concession _____ Ball Field _____ Pavilion _____ Burns Landing Pavilion _____

Organization/Person _____

Address _____

Phone _____ Cell _____ Rental Date: _____

Date of Payment _____ Amt Paid \$ _____

Effective date of Health Dept. License/Insurance _____ License/Policy # _____

Date Keys given to renter _____ Date Returned _____

Date deposit returned _____ Check # _____ Amt. \$ _____

I have read the above terms and conditions and assume responsibility of the terms and conditions for myself/organization:

Signature of Person(s) assuming responsibility _____ Date _____
