

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 TERMS AND CONDITIONS FOR USING THE FACILITIES OF POWELL TOWNSHIP AT DRAVER PARK:

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;

At completion of use, facilities will be left in a clean manner and free from any disrepair caused by the user, and 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 user's 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, requester shall provide a certificate of off-premises liability insurance coverage. This certificate will be required 15 days in advance of occupancy by requester. 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 Draver Park Ball Field, proof of insurance must be provided forty-eight (48) hours prior to use;

No pets on the playground, 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:

Concessions:

1) A temporary food permit will be required to use the Cook Shack Concessions. One of two types of permits, depending on what is being served, must be requested in advance of the event. The permit holder will be the Person in Charge (PIC) and must be present at the Temporary Food Event (TFE). The permit holder can also designate a PIC. This PIC must be qualified and know Food Code and Food Law requirements.

a. If the fundraiser chooses to sell nothing more than brats, hot dogs, popcorn, prepackaged candy, chips, etc., then a low-risk temporary permit can be purchased. If the fundraiser's request is submitted early enough for the permit to be purchased at least 30 days prior to the event, the fee will be \$25. If the permit must be procured within 30 days of the event, an additional \$13 fee will be charged.

b. If the fundraiser chooses to sell products other than brats, hot dogs, and the pre-packaged products listed above, a temporary permit must be requested early enough for the \$50 weekday permit or \$80 weekend or holiday permit to be purchased 30 days in advance. If the permit must be procured within 30 days of the event, an additional \$25 will be charged.

c. In either scenario, Powell Township will assume the cost of the \$4 State Surcharge Fee and the \$5 Education Fund Fee.

2) No food can be prepared at home. This includes home-canned goods or any home-cooked or prepared foods. All food cooked off site must be prepared in a licensed food establishment.

3) The fundraiser or designated PIC must respect all food service rules posted in the Cook Shack, including but not limited to:

a. Only people working during the event, and not customers or other non-workers, may enter the Cook Shack during service.

b. All workers must follow the posted hand-washing rules.

c. Food handlers must wear gloves when handling any ready-to-eat items, such as brats or hot dogs. Powell Township will supply gloves or deli papers.

d. Grills and griddles must be isolated from the public

4) The fundraiser or designated PIC will receive 80% of the profits made during the event, and Powell Township will receive the remaining 20%

5) The fundraiser or designated PIC will supply all foodstuffs, utensils, and containers required during the event. Powell Township will supply drinks in the form of soda and water. Powell township will also supply food service gloves, all equipment used, and cleaning and sanitizing supplies.

6) The fundraiser or designated PIC must leave the Cook Shack clean. All sinks must be drained and cleaned, all trash must be removed, the floor must be swept and mopped, the popcorn machine, if used, must be cleaned, all windows must be closed, and all food prep or holding surfaces must be sanitized.

Ball Field:

A nonrefundable fee of \$125.00 per day or \$300 for a three-day tournament plus an additional refundable security deposit of \$50.00. Parks and Rec will have the field dragged, lined, and bases out by opening game. Maintenance during the tournament is the responsibility of the renter. Rental includes ball field, access to restrooms, announcers stand and PA system.

Pavilion:

A nonrefundable fee of \$50.00 for a six-hour block of time, plus a \$50.00 refundable security deposit. Rental includes pavilion and access to park playground equipment, and restrooms.

Facilities rented: Concession _____ Ball Field _____ 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 _____
