



Village of Lawton • 125 S Main • PO Box 367 • Lawton, MI 49065  
 www.LawtonMI.org • (269) 624.6407

## Park & Pavilion Rental Application & Agreement

Chancey Lewis Park Large Pavilion    Chancey Lewis Park Small Pavilion    Cannon Park

All rentals require a signed agreement and a non-refundable rental fee / security deposit to secure a date and site.

### Application to Reserve and Use Village of Lawton Park Facilities

Applicant/Organization Name: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

*Street*

*City*

*State*

*Zip*

Contact Info: \_\_\_\_\_

*Mobile Phone*

*Home Phone*

*Email Address*

### EVENT INFORMATION

Event Name: \_\_\_\_\_

Event Location: *(Circle one)*    **Chancey Park Large Pavilion**    **Chancey Park Small Pavilion**    **Cannon Park**

Date of Event: \_\_\_\_\_    Hours of Event: *(Circle one)*    **8am – 12 noon**    **12 noon – 4 pm**    **4 pm to 8 pm**

Detailed Description of Event: \_\_\_\_\_

Describe any Sound or other set-up requests (these may be subject to permission or conditions): \_\_\_\_\_

Will you need any electrical service? (available only at Chancey Lewis Park Large Pavilion)    YES\_\_\_ NO\_\_\_

Rental Fee Submitted: \_\_\_\_\_    Security Deposit Submitted: \_\_\_\_\_

| VILLAGE OF LAWTON PARK RENTAL FEES   |                  | RESIDENT | NON-RESIDENT |
|--------------------------------------|------------------|----------|--------------|
| Chancey Lewis Park<br>Large Pavilion | rental fee       | \$50.00  | \$100.00     |
|                                      | security deposit | \$50.00  | \$50.00      |
| Chancey Lewis Park<br>Small Pavilion | rental fee       | \$35.00  | \$50.00      |
|                                      | security deposit | \$35.00  | \$50.00      |
| Cannon Park                          | rental fee       | \$50.00  | \$100.00     |
|                                      | security deposit | \$50.00  | \$50.00      |

**Agreement to Rent Village of Lawton Park Facilities**

I have read, understand, will comply with, and agree to be bound by the fees, restrictions and conditions stated in the attached and incorporated Village of Lawton Park & Pavilion Rental Policy including, without limitation, all indemnification provisions. \\_\_\_\_\_/ (Applicant's initials)

I understand and agree that I am fully responsible for all activity conducted at the above site on the day, date, and times stated. I agree to return the Site facility to an equivalent or better condition than when rented. \\_\_\_\_\_/ (Applicant's initials)

I understand and agree that if the Site facility is used in a manner not permitted by the Village of Lawton, is left in a condition requiring Village resources to put back in order, or damaged during my rental period, then the Village may ban me and my organization from using other Site facilities, seek reimbursement from me and my organization to correct the site and repair damages, and subject me to other enforcement action as authorized by law. \\_\_\_\_\_/ (Applicant's initials)

**Applicants Signature:**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Printed Name**

**Date**

If you arrive at the park and experience any issues with rented space, please call 269.624.2382

| Village Use Only |           |             |              |             |  |
|------------------|-----------|-------------|--------------|-------------|--|
| Rental Fee       | Date Paid | Paid by     | Cash Check # | initials    |  |
| Security Deposit | Date Paid | Paid by     | Cash Check # | initials    |  |
| Total:           |           |             |              |             |  |
| Copy to:         | Renter    | Police Dept | Public Works | Clerk/Treas |  |

## Village of Lawton Park Facility Rental Policy

The Village of Lawton allows the use of Chancey Lewis Park pavilions and Cannon Park (individually and collectively, referred to as “Site”) for private events such as birthday parties, family reunions, club or organization picnics, weddings, etc. The Private use of a Site is subject to the following policies and rules.

**Application.** Applications will be processed after the application/agreement and all required fees have been received. A copy of the application/agreement and a receipt will be sent when the reservation is confirmed. The entire rental fee and security deposit must accompany application.

Applications for the current year will be taken no earlier than the first business day in January of that year, on a first-come, first-serve basis. Only one event may be held at a Site at a time. Only one event request may be made per application. Renters must be at least eighteen years of age. The event must be supervised by a responsible adult.

When reserving a pavilion/park, specify the hours of use. The pavilion/park is reserved for that time only. Other rental groups may have reserved the site for use earlier/later in the day. All set-up and take down is the responsibility of the renter.

All Sites are public parks and all other areas of the park not reserved for said user will remain open to the public during rental of the Site.

**Permit.** The approved application/agreement will serve as permit for use. The renter must keep a copy of the rental application/agreement in their possession at all times during the rental for verification of use. Keep it on hand during event. Permits are non-transferable and the person who signs the agreement is solely responsible.

**Park Rules.** Park users must obey all park rules and regulations as well as all Village codes and ordinances. No Open Fires or Fireworks. Fires are only permitted in existing picnic grills. Nails, tacks, screws, or staples MAY NOT be used on a pavilions or other park structures.

Electronic sound amplification equipment is not permitted unless it is requested and approved in the application process. Approval may include restricted hours, placement of speakers and decibel levels.

Use of tents, canopies, inflatable bouncers, and any rental equipment, is ONLY permitted in parks with prior permission from Village Manager or his/her designee during application process. Renters must file a Certificate of Liability naming the Village of Lawton an additional and endorsed insured, for \$1,000,000 per occurrence of accident or injury. Insurance certificate must be submitted at least seven working days prior to the Site rental. If the insurance liability form is not received and approved, renters may be required to remove the tent, canopy, inflatable bouncers, or any other rental equipment immediately upon request.

**Park Hours.** Renters are permitted to use the rented facilities between the hours of 8:00 am – 8:00 pm. Renters may be ejected from the facilities during the hours not permitted.

**Alcohol.** The renter will be subject to ejection and prosecution for the consumption or use of intoxicating beverages whether it is occurring with or without the renter’s knowledge. Absolutely no sale of intoxicating beverages is permitted. The renter shall indemnify and hold the City harmless for any liability introduced by the consumption of alcoholic beverages upon City property during the rental period.

**Nuisance.** The renter is responsible for the conduct of guests during the rental period. The cause of public nuisance, at the discretion of the Police Department, will be grounds for ejection from the facilities.

**Conflict.** If a renter encounters a conflict, they are encouraged to contact the Lawton Police Department's non-emergency number, 269.624.2382.

**Clean Up/Damages:** Please be respectful of Village parks and facilities. All users are required to clean up the Site as good as or better than when they found it. Users shall bag all trash, rubbish, and pet wastes resulting from their rental use shall be placed in trash receptacles. If receptacles are full or non-existent, the bagged refuse shall be hauled away by user. Non-compliance with this provision may result in loss of deposit and in the user being billed for the expenses the Village incurs for such clean-up/damages.

**Damage Fee.** There is a security deposit required in addition to the rental fee, which shall be returned only if Village Staff determines that all conditions of this Rental Agreement have been met. The renter's responsibility shall not be limited to the amount of the deposit.

**Refunds.** There are no refunds due to inclement weather, messy facilities, or for any other reason. At times, the Sites are rented for several consecutive days by different patrons, so the condition of the Site is dependent upon how well the previous renter adheres to the Rental Agreement. If the facility has not been adequately cleaned when the renter takes occupancy, you are encouraged to photograph the pre-existing condition to assist the City in dealing with that previous renter. You are expected to leave the shelter and grounds in good condition at the end of your event.

**Reservation/Cancellation Policy.** Upon receipt of this signed document with full rental payment and damage deposit the facility will be reserved on the requested date. In the event of cancellation, payment will only be refunded if written notice is received no less than 21 days prior to rental date. A \$10 cancellation fee is charged for all cancellations. No refunds are given if reservation is not used due to weather, however another date may be scheduled, if date is available.

**Indemnity.** Each user of a Site, as a part of the rental of a Site and as a condition of the right to use of the Site, shall indemnify and hold harmless the Village of Lawton, as well as its officials, agents, and employees from and against any and all claims, damages, causes of action or costs, of any kind or nature arising out of the rental or use of a Site as provided for in this policy, except as to claims caused by gross negligence of the Village, its officers, agents, or employees. Nothing in this policy shall be interpreted or treated as a waiver or release by the Village of any defenses or immunities to which it is otherwise entitled by law.

***The Village of Lawton expressly reserves the right in its sole discretion to set additional conditions or to cancel a private event for Village purposes, and a Site user agrees, as a term of its conditional use, to release and waive all claims of any kind (including claim for consequential damages), against the Village, its officers or its employees arising out of the additional conditions placed on the user or the cancelation of the user's event. If the Village cancels an event, a full refund will be issued.***

**Policy/Procedure:** Village Facility Rental Policy

Date Adopted:

Revision Date:

Resolution Number:

