

CITY OF AUGRES PARK PAVILION RENTAL PERMIT

THIS PERMIT, granted this _____ day of _____, _____ By the CITY OF AUGRES, A municipal Corporation of the STATE OF MICHIGAN, hereinafter called the "Owner" to: _____ hereinafter called the "Permittee." In consideration of the fees and covenants hereinafter expressed, the Owner has agreed to grant a Permit to the Permittee and the Permittee has agreed to accept the Permit for the use of the City of AuGres Park Pavilion, hereinafter called the "Building" located at the City of AuGres Park, AuGres, Michigan on the following terms and conditions:

- 1. This permit shall prevail in accordance with the following schedule:
- 2. SECURITY DEPOSIT- The Permittee agrees to pay a \$ _____ SECURITY DEPOSIT. The SECURITY DEPOSIT WILL BE RETURNED IF THE Pavilion and facilities are left in the same condition, or better, then when this event began and there are no damages to the equipment or Pavilion including but not limited to the following, sweeping, cleaning restrooms, washing tables, emptying waste baskets and barrels. The Pavilion must be cleaned before leaving the premises. The security deposit will be refunded by the City of AuGres within thirty (30) days by regular mail if clean-up is satisfactory to the City and no damage to the Pavilion and facilities.
- A. PERMITTEE SHALL NOTIFY THE OWNER within thirty (30) days of the scheduled occupancy or cancellation or forfeit their security deposit.
- 3. The Permittee agrees to pay a TOTAL FEE of \$ _____ on or before _____. SUBMIT check payable to the City of AuGres.
- 4. THE BUILDING SHALL BE USED by the Permittee for a _____ and for no other purpose whatsoever.
 - A. If any of the conditions specified in the permit are violated, the Owner reserves the right to terminate the event at any time and/or impose a complete forfeiture of the Permittee's Security Deposit.
 - B. THE OWNER MAY CANCEL this Permit, for any reason, by giving the Permittee at least ten (10) days advanced notice.
- 5. THE PERMITTEE TOTALLY ACCEPTS the following conditions and regulations:
 - A. THE PERMITTEE IS SOLELY RESPONSIBLE for any bodily injury or property damage which the Owner may be held liable by reason of:
 - I. CAUSING OR CONTRIBUTING to the intoxication of ANY person.
 - II. THE FURNISHING OF ALCOHOLIC BEVERAGES to a person under the legal drinking age (21) OR under the influence of alcohol; OR
 - III. ANY statuc ordinance or regulation relating to the sale, gift, distribution, selling, serving, or furnishing of alcoholic beverages.
 - B. NO ALCOHOLIC BEVERAGES WILL BE PERMITTED outside the Pavilion.
 - C. THE PERMITTEE IS SOLELY RESPONSIBLE for securing bartender(s).
 - D. THE PERMITTEE MUST BE PRESENT during the rental and will be held responsible for any and all damages caused by persons attending this function.
 - E. THE PERMITTEE MUST BE at least twenty-one (21) years of age to lease this Building.
 - F. THE PERMITTEE SHALL BE RESPONSIBLE for totally vacating the premises no later than 11:00 p.m. as stated within this Permit.
 - G. THIS PERMIT supersedes any previous Permit(s) prepared for this event.
 - H. THE PERMITTEE SHALL NOT anchor or attach any equipment or decorations to the walls, floors, or ceiling, or on the Pavilion by means of nails, screws, tacks, or adhesive tape WITHOUT THE CONSENT AND APPROVAL of the Owner.
 - I. IT IS THE PERMITTEE'S RESPONSIBILITY to inform caterers, entertainers, delivery personnel, bartenders or persons helping with preparations that the Pavilion will be open ONLY during the times stated within this Permit.
 - J. THE PERMITTEE SHALL indemnify and save harmless the Owner from and against all claims, costs and expense for property theft, damage to property, personal injury, bodily injury and/or loss of life which might occur as a result of this event.
 - K. That in the event alcohol beverages are sold by the Permittee, than the Permittee shall provide liquor Liability insurance in the amount of \$100,2000 to \$300,000 and shall be required to have the City of AuGres, a Michigan Municipality as an additional insured.

I, the Permittee, understand and fully agree with the Owner regarding all the terms and conditions stated within this Permit.

In Witness Whereof, the Parties hereto have caused these present to be signed by their fully authorized officers, the day and year first above written.

PERMITTEE: _____ (date)
CITY OF AUGRES, a Municipal Corporation of the STATE OF MICHIGAN _____ (date)