

## BRANDENBURG PARK PAVILIONS, TENTS & BUILDINGS RENTAL AGREEMENT

1. Pavilion Rental Reservations for Chesterfield Township Residents will begin January 1. Non-Residents can begin to make reservations on February 1.
2. A Rental fee and security deposit is required for each pavilion, tent or building rental. Each pavilion comes with 6-8 picnic tables. Additional tables can be rented through the Chesterfield Township Parks and Recreation Office at \$10.00 each, supply is limited. Tent rental fees include set up, and 4-8 picnic tables depending on size. Tents have a canopy covering, sides are open air. Rentals are subject to availability.
3. If the renter wishes to cancel this Rental Agreement, the security deposit will be refunded in full, but **ALL RENTAL FEES WILL BE FORFEITED to the Charter Township of Chesterfield. The rental cost WILL NOT BE REFUNDED for any reason.**
4. Non-Profit groups may be eligible to have their rental fee waived Monday thru Friday, with the approval of the three full time elected Officials. Saturday and Sunday non-profit waivers must have full board approval.
5. The renter agrees to hold harmless the Charter Township of Chesterfield, Chesterfield Department of Public Works, Chesterfield Township Parks and Recreation Department and its employees/volunteers for any and all damages, claims or other liability resulting from the renter's use of said premises.
6. Use of recreation courts and play area is on a first-come, first-serve basis.
7. Park entrance fee is \$3.00 per car and \$5.00 per car with trailer.
8. Pre-Paid parking passes can be purchased for groups using the park who wish to pre-pay for their guests. Passes can be purchased for \$3.00 per car and can be picked up at the Parks & Recreation Department; 24 hour advance notice is needed.
9. **Pets, glass, liquor, swimming, wading, mooring of boats or jet ski's, docking of any watercraft, fireworks and excessive loud noise or music are not allowed at Chesterfield Township Parks.**
10. The lessee agrees not to use this area for any purpose that violates any existing Federal, State or Municipal laws or ordinances. Including but not limited to:
  - A) Alcoholic beverages are not to be sold without a license issued by the Liquor Control Commission of the State of Michigan and the Chesterfield Township Police Department.
  - B) Possession and/or use of illegal drugs are prohibited inside of the Parks and their buildings. Violators WILL BE reported to the police without warning.
  - C) The lessee agrees not to sell merchandise in the parks or their buildings without PRIOR consent from the Charter Township of Chesterfield.
  - D) Gambling or any game of chance for money is regulated by the State of Michigan Lottery Division in Lansing and is not allowed without properly displayed permits and approval from the Township Board.
  - E) No lewd activities.

All rules and regulations stated in this agreement, in the park, and through the Charter Township of Chesterfield apply to everyone in the park. Groups shall use all facilities within and including the parks, subject and according to all applicable codes, Restrictions and regulations of the Charter Township of Chesterfield. All local, state and federal laws must be adhered to. Any violations will be forward to authorities for legal action. All security deposits will be forfeited.

**An applicant must show proof of additional insured for all non-traditional activities held on the premises. These activities include but are not limited to: Disc Jockeys, Inflatable Toys and all other large items contracted through commercial companies. Insurance coverage MUST show: Chesterfield Township, 47275 Sugarbush, Chesterfield, MI 48047 as the certificate holder and needs to read "Charter Township of Chesterfield, Brandenburg Park, it's Employees, Staff, Agents, and Volunteers, is added for additional insured for event on\_\_\_\_(date) at Brandenburg Park." Insurance policies must be received at the Chesterfield Township Parks and Recreation Office at least one-week prior to event day. Proof of insurance can be delivered to the Chesterfield Township Office or faxed to 586-949-4108, Attn: Parks and Recreation. If the insurance policies ARE NOT RECEIVED, equipment WILL NOT be allowed on the premises and there will be NO REFUNDS for rentals.**

11. Renter's WILL be permitted to drive out to their site to unload equipment **PERSONAL VEHICLES ARE NOT ALLOWED** on the lawn without Department of Public Works escort.
12. Special arrangements may be made through the Chesterfield Township Department of Public Works, for Disc Jockeys, Inflatable Equipment, and other commercial deliveries to unload at the site with a Department of Public Works escort present. Such arrangements MUST be made through

the Township Office at least one week prior to event day. Those wishing to drop off large equipment directly to the site, MUST call the Chesterfield Township office at 586-949-0400 ext. 1155, at least one week prior to event day to schedule an escorting appointment.

13. The applicant WILL BE responsible for all repairs and clean up of the facility. The park must be left in a condition equal to the condition when it was first occupied. Groups shall maintain the subject area and structure in a clean, & safe, condition at all times. Damages WILL be deducted from the security deposit if deemed appropriate by Township staff. Applicants WILL BE billed for any damages incurred.
14. Park hours are 6:00AM-9:00PM. Restrooms, booth and all other open facilities are locked PROMPTLY at 9:00PM except, the building which is open until 10:00PM
15. Chesterfield Township reserves the right to cancel or alter this rental agreement at any time. We reserve the right to cancel approved functions when judged in the best interest of the Township without liability.

BUILDING ADDENDUM

- A) Renter may have use of the building from 10:00AM to 10:00PM unless special arrangements have been made.
- B) Rental fees and security deposits must be paid to guarantee reservations.  
If reservations are cancelled rental fee will be forfeited!!!**
- C) A Township representative will be responsible for locking and unlocking the building at the specified time, please be ready to leave the premises prior to that time.
- D) The building must be left in the same condition it was in before rental, garbage must be bagged, floor swept and mopped, tables wiped off, no tape on tables, walls, or windows. If the building is not clean, your deposit will be forfeited for a cleaning fee.
- E) Chesterfield Township can not be responsible for any lost or stolen items, it is the renter's responsibility to make sure the building is not left unattended; renter takes full responsibility for building and contents until a Township representative returns to the premises.

The lessee has read, understands and agrees to abide by all of the rules and regulations of the Chesterfield Township Pavilions, Tents and Building Rental Agreement listed above.

SIGNATURE OF RENTER: \_\_\_\_\_

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