

**CITY OF LUDINGTON
WATERFRONT PARK GAZEBO
RESERVATION PERMIT**

**NOTE: This permit allows use of the GAZEBO for a Wedding Ceremony Only
AND is *not* to be used for any type of reception activities.**

This permit does not reserve or authorize the use of the Bandshell Area.

NAME: _____

ADDRESS: _____

HOME TELEPHONE NUMBER: _____

DAYTIME TELEPHONE NUMBER: _____

CELL PHONE NUMBER: _____

EVENT DATE & TIME: _____

NATURE OF EVENT: _____

\$50.00 FEE and \$100 refundable deposit due at time reservation is submitted. Two separate checks please. Deposit check will be returned upon inspection of gazebo following the event. (Please make checks payable to the City of Ludington.)

ESTIMATED NUMBER OF PERSONS ATTENDING THE EVENT: _____

COMMENTS: _____

SIGNATURE: _____ DATE: _____

WITNESS: _____

APPROVED _____ DISAPPROVED _____

SIGNATURE: _____

City Manager or Designated City Official

Fee Paid Check # _____ Deposit Paid Check # _____ Initials _____

CITY OF LUDINGTON
WATERFRONT PARK GAZEBO
USE AGREEMENT

This Agreement made this _____ day of _____, _____, between the **City of Ludington**, hereinafter referred to as "City" and _____ hereinafter referred to as "User";

WITNESSETH:

City hereby grants a limited license to User and User hereby accepts from City a limited license to use those premises located in the City of Ludington, Michigan, and known as the Waterfront Park Gazebo located within Waterfront Park, S. William Street, Ludington, MI, hereinafter referred to as the "Premises", on the following terms and conditions:

1. This Use Agreement shall be for a single term of _____ HOURS, to-wit: on
(Date) _____
(Time) _____ o'clock _____.m., and ending at _____ o'clock _____.m.

Note: Maximum time for use is 4 hours.

The Fee for such term shall be \$ 50.00 payable at the time reservation request is submitted. **If the GAZEBO reservation request IS NOT approved, the \$50.00 fee will be refunded. If the GAZEBO reservation request is withdrawn by the applicant for any reason, the rental fee WILL NOT be refunded.** In addition, User shall pay to City a damage deposit of One Hundred (\$100.00) dollars. If User returns the Premises at the conclusion of the term in its previous condition, City shall promptly refund the deposit; otherwise, City shall itemize all damages in writing and return a copy thereof, along with the balance of the deposit, if any, to User within seven (7) days.

2. User agrees not to occupy or use the Premises nor permit the same to be occupied or used for any purpose whatsoever except to be used for _____
_____ without the prior written consent of City under penalty of forfeiture and damages.

3. User shall be solely responsible for the safety and well-being of any and all of its agents, servants, employees, guests, invitees, licensees or contractors in connection with or resulting in any manner from the User's use or occupancy of the Premises. In the event User provides or furnishes alcoholic beverages, they must adhere to the City of Ludington ordinance and Park Rules pertaining to alcohol in the parks.

Chapter 38 Parks & Recreation Section 38-74 Possession or consumption of alcoholic beverages.

(a) No person shall bring into or consume alcoholic beverages in a park except beer and wine.

(d) No alcoholic beverages are permitted on any beach or in any park or recreational area, or in any parking lot or parking area adjacent to any beach, park or recreational area between the hours of 9:00 p.m. and 7:00 a.m.

Park Rules prohibit alcohol containers over 2 liters and NO amplified music.

4. User further agrees to indemnify City and hold it harmless from and against any and all claims, actions, damages, liability, including, but not limited to dram shop liability pursuant to the Michigan Liquor Control Act, as amended, and expense, including actual attorney's fees in connection with the loss of life, personal injury, damage to property or any act, whether known, unknown, foreseen, unforeseen, patent or latent, arising from any occurrence in or about the Premises or from the occupancy or use by User of the Premises or resulting, in whole or in part, from any act or omission of User, its agents, servants, employees, guests, invitees, licensees or contractors.

5. User further agrees to not, directly or indirectly, by itself, its agents, servants or employees, at any time, sell, furnish, give, or deliver, either for or without consideration, any alcoholic beverage to a minor or to any adult person who is at the time visibly intoxicated.

6. User further agrees to take all actions necessary to absolutely prevent and prohibit any official, employee, agent or servant of City from doing anything or undertaking any activities on the Premises and, specifically, but without limiting the generality of the foregoing, to take all steps necessary to prevent and absolutely prohibit such person's involvement in the purchase of alcohol, sale or distribution of alcohol, or any other activity, directly or indirectly, related to the enforcement of laws or regulations relating to the sale and distribution of alcoholic beverages.

8. User agrees not to assign this Agreement or make any alterations or repairs therein without the prior written consent of City under penalty of forfeiture and damages.

9. User agrees to return the Premises in the same condition as before the use and agrees to indemnify the City for any costs or expenses expended by City to place the property in its previous condition.

10. User acknowledges and agrees that each covenant of this Agreement is consideration for the limited license to use the Premises and that a violation of any covenant or agreement herein shall be grounds for the immediate termination of this Agreement at City's sole option and discretion, and without prior notice or demand. The waiver by User of a breach of any covenant or agreement herein shall not be considered a waiver of any other provision of this Agreement, nor shall it be considered a waiver of any subsequent breach of the same covenant or agreement.

11. It is the responsibility of the User to properly dispose of all the refuse and remove all items from the GAZEBO and surrounding area. Refuse is to be removed from the park immediately following the event. The City will not pick up or dispose of any refuse.

12. ABSOLUTELY NO VEHICLES of any type are allowed within the park at any time.

13. The Waterfront Park and its facilities are OPEN to the public at all times. Other than the GAZEBO which has been rented for this particular event, all other areas, including the covered concrete area adjacent to the restrooms are OPEN to the public. This permit grants User permission for use of the GAZEBO ONLY!

14. The City shall not be held responsible for any damaged or missing items from the GAZEBO which were placed there for the event.

15. The User is permitted to "carry in" folding chairs and flowers to be placed in and around the GAZEBO for the event. All items to be removed immediately following the event.

16. User is allowed to adhere decorations to the GAZEBO using tape or ties. NO nails, staples, etc.

17. NO amplified music.

18. The parking lot adjacent to the Waterfront Park is open to the public and parking spots cannot be reserved. The Marina parking lot located just west of the playground is for "Marina" patrons only. All others will be ticketed

19. A "portable" canopy is allowed; 10' X 10' maximum size. Absolutely NO staking due to underground sprinkler system and electrical service in the surrounding area.

PLEASE NOTE: Should the rules and regulations stated above not be followed, the User may not be refunded their deposit and/or may be charged for any additional costs the City incurs to adequately pick up and clean the park and restrooms, including the disposal of garbage. Failure to comply with these Rules and Regulations may also affect permission for future use of the park.

I, the Contact Person (User) holding the event, hereby sign that I have read and understand the above stated City Park Rules and Regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

The City of Ludington

City Manager John Shay
City

User Signature

USER NAME PRINTED

WITNESS SIGNATURE

WITNESS NAME PRINTED

**PLEASE MAIL OR SUBMIT COMPLETED AND SIGNED PERMIT FORM AND LICENSE AGREEMENT WITH PAYMENT (2 Separate checks - \$50.00 Fee and \$100.00 Deposit) TO: City of Ludington – Manager’s Office
 400 S. Harrison Street
 Ludington, MI 49431**

Any questions, please contact Jackie Steckel at 231-845-6237.

