

**CITY OF LUDINGTON
WEST END OF LUDIGNTON AVENUE
RESERVATION PERMIT
(Event with less than 50 People.)**

**This permit reserves the West End of Ludington Avenue (From the bollards, west to sandy area only.)
The City shall not provide any other services and will not provide any additional tables or trash
containers other than what is already on-site. There are six picnic tables on-site.**

**\$50 Fee (Resident/Non-Profit) or \$100 Fee (Non- City of Ludington Resident) AND \$200
refundable deposit due at time reservation is submitted. Deposit will be refunded to the person
who wrote the check, upon inspection of the picnic shelter following the event. (Please make
checks payable to the City of Ludington.) Proof of residency required for resident rate.**

NAME: _____

ADDRESS: _____

DAYTIME TELEPHONE NUMBER: _____

EVENT DATE: _____

EVENT TIME: (Maximum 8 Hrs.) _____
(Eight hours include set up and clean up time.) Time period must be between 8 a.m. and 9 p.m.

TYPE OF EVENT: _____

ESTIMATED NUMBER OF PERSONS ATTENDING THE EVENT: _____

Note rental agreement is for a private event with less than 50 people.

COMMENTS: _____

SIGNATURE: _____ DATE: _____

WITNESS: _____

APPROVED _____ DISAPPROVED _____

SIGNATURE: _____ DATE _____

City Manager or Designated City Official

FEE \$50 Resident/Non-Profit OR \$100 Non-City of Ludington Resident AND \$200 Refundable Deposit

Fee / Deposit Paid Check # _____ Initials _____

CITY OF LUDINGTON
WEST END OF LUDINGTON AVENUE
USE AGREEMENT

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

W I T N E S S E T H:

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 "West End" located at the West End of Ludington Avenue , 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) Starting _____ and ending at _____.

Note: Maximum time for use is 8 hours. Time period must be between 8 a.m. and 9 p.m.

The Fee for such term shall be **\$50 or \$100 payable at the time reservation request is submitted. If the reservation request IS NOT approved, the \$50 or \$100 fee and deposit will be refunded. If the reservation request is withdrawn by the applicant for any reason, the rental fee WILL NOT be refunded.** In addition, User shall pay to City a damage/clean up deposit of Two-Hundred (\$200) 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 and clean up required in writing and return a copy thereof, along with the balance of the deposit, if any, to User within fourteen (14) days.

2. User agrees not to occupy or use the Premises nor permit the same to be occupied or used for any purpose other than what is listed on this permit. **(Maximum number of people attending the event 50.)**

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 pm. and 7 am.

Park Rules prohibits alcohol containers over 2 liters and NO amplified music unless authorized by special permit for non-profit groups approved by City Council.

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 surrounding areas are OPEN to the public at all times. Other than the area which has been rented for this particular event. All other areas, including the playground, are OPEN to the public. This permit grants User permission for exclusive use of the West End of Ludington Avenue (From the bollards west to the sandy area) only during the designated date and times.

14. The City shall not be held responsible for any damaged or missing items from the WEST END OF LUDINGTON AVE. area which were placed there for the event.

15. The User is permitted to "carry in" tables and chairs for the event. All items to be removed immediately following the event.

16. NO amplified music.

17. A "portable" canopy is allowed; 10' X 10' maximum size. No tents or staking allowed unless given written permission from the City Manager prior to the event.

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 area and surrounding area, 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 Mitch Foster or Designee
City

User Signature

USER NAME PRINTED

WITNESS SIGNATURE

WITNESS NAME PRINTED

PLEASE MAIL OR SUBMIT COMPLETED AND SIGNED PERMIT FORM AND LICENSE AGREEMENT WITH CHECK TO:

**City of Ludington – Manager’s Office
400 S. Harrison Street
Ludington, MI 49431**

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