

VILLAGE OF FRUITPORT POMONA PARK RESERVATIONS

No motor vehicles in the park. The paved road to the picnic shelter is for temporary transportation use only. All cars must be parked on 3rd Avenue, Park Street, or in the parking lot. Report all vandals and vandalism to Fruitport Township Police at 911 or (231) 865-8477.

EVENT / PERMITEE / POLICY & PROCEDURES / FEE SCHEDULE

Part 1- Event Information	on			
Activity:				
Name of Group: ———				
Event Date:	Day:	Sta	art Time:	End Time:
Is Event Open to the Public: Check one.		Yes	No	
Electricity Required: Check one.		Yes	No	
Part 2 - Permitee Inform	ation			
Contact Person:				
Day Phone:		Evening Phone:		
Mailing Address:				
City/ State /Zip:				
E-Mail Address (optional)):			

****Two-time blocks for park rentals on Saturday and Sundays. Established time blocks are 8am to 2:00pm and 3:00pm to 9pm.***The fee is doubled if you book both time slots.****The deposit remains the same.

Part 3 - Policy, Procedures & Information

- 1. No loud amplified music allowed.
- 2. PERMIT APPLICATION and payment to be dropped off* or mailed to:

Village of Fruitport 45 2nd Ave Fruitport, MI 49415

Forms must be mailed with payment no more than fourteen (14) days after scheduling the event or the event will be canceled. *The drop off box is located on the north side of the Village DPW building. Checks, money orders, cashier's checks, and cash payment is accepted.

- 3. PEMITEE must be an adult eighteen (18) years of age or older who will be present at the activity. If the activity is for youth, the youth must be supervised.
- 4. PERMITEE must not deviate from the usage area, purpose of the usage, or type of activity indicated on the permit. Any deviation may result in immediate shutdown of the activity and may forfeit the approval of any future permits.
- 5. NOTICE TO CANCEL the activity is required to be received by the Village a minimum of <u>fourteen days</u> in advance of the event or half of the rental fee will be forfeited.
- 6. PEMITEE agrees to leave any facility, both identified in the Permit and those in the common areas near, adjacent to, or provided for use in conjunction with the identified activity(ies), inclusive of their utilities, fixtures, and landscaping in their original condition at the expiration of this Permit. If not, the Village will clean, repair, or replace at a current and reasonable cost. Such costs will be charged to the PERMITEE whether the unclean or damaged condition is an intentional result or otherwise, and as a result, PERMITEE may forfeit approval of any future permits. No alteration of any kind will be allowed to the facility(ies) without the prior written consent of the Village.
- 7. No alcoholic beverages or drugs allowed on site.
- 8. No metal fasteners, including, but not limited to nails, screws, staples, tacks, and wire may be used to attach items to buildings, benches, fencing, posts, tables, or trees on any Village property.
- 9. Attorney Fees: If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

- 10. Warranties/Guarantees: PERMITEE acknowledges that it has inspected the facility(ies) and has found them to be completely acceptable and safe for the intended use. Village makes no warranty, promise, or guarantee of any nature whatsoever concerning the physical condition of the facility or premises, and it is agreed the Village will not be responsible for any loss, damage or costs which may be incurred by the PERMITEE by reason of any such physical condition.
- 11. Village's Right to Termination Revocation: Notwithstanding any other provision of this Permit to the contrary, Village may terminate this Permit, and/or permit issued subsequent hereto, at any time or for any reason or for the PERMITEE'S default. Upon notice of termination, the PERMITEE shall immediately leave the property/facility or discontinue the activity allowed by this permit. PERMITEE'S obligations and liability to the Village shall survive termination. Unless waived by the Village, PERMITEE shall restore the premises to its condition at the commencement hereof, ordinary wear and tear accepted.
- 12. Indemnification: PERMITEE is an independent entity and shall indemnify, hold harmless and defend the Village, its officials, agents and employees from and against any and all claims, damages, losses and expenses, including attorney fees, based upon or arising out of damages or injuries to persons, property or otherwise, caused by the fault or negligence in whole or in part of PERMITEE, its agents, contractors, or employees in the use or occupancy of the facility or premises.
- 13. Fees may be waived for registered 501C3 Non Profit Organizations.

By signing this PERMIT form, I certify on behalf of myself and my group to comply with all the rules and regulations attached.

PERMITEE SIGNATURE:

Date: _____

Fill in the amount of payment in the proper boxes.

VILLAGE OF FRUITPORT RESIDENT RENTAL FEE

\$65 for use of picnic shelter					
\$65 for use of serving kitchen					
\$75 for use of gazebo/fishing pier (all day)					
\$100 for use of band shell					
VILLAGE OF FRUITPORT NON-RESIDENT RENTAL FEE					
\$80 for use of picnic shelter					
\$80 for use of serving kitchen					
\$100 for use of gazebo/fishing pier (all day)					
\$125 for use of band shell					
CLEANUP DEPOSITS (Refundable)	SEPARATE CHECK PLEASE				
\$75 for use of picnic shelter					
\$125 for use of serving kitchen					
\$50 for use of Gazebo					
\$125 for use of band shell					

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Fees Adopted 3/19/2007 Fees Modified 3/19/2018 Fees Modified 2/23/2024