



# VILLAGE OF FRUITPORT

## POMONA PARK RESERVATION FORM

This fillable form can be downloaded and emailed to [office@fruitportvillage.org](mailto:office@fruitportvillage.org). It can also be printed, completed manually and returned via email, mail, or dropped off to the Village. See policies and procedures on next page for details.

### **Event Information:**

Activity: \_\_\_\_\_

Name of Group: \_\_\_\_\_

Event Date: \_\_\_\_\_ Arrival Time: \_\_\_\_\_ Departure Time: \_\_\_\_\_

Is Event Open to the Public (check one):      Yes      No

Electricity Required (check one):              Yes      No

### **Permitee Information:**

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

### **Fill in the amount of payment on the proper line.**

#### **VILLAGE OF FRUITPORT RESIDENT RENTAL FEE**

\$100 for use of picnic shelter \_\_\_\_\_      \$100 for use of serving kitchen \_\_\_\_\_

\$100 for use of gazebo/fishing pier \_\_\_\_\_      \$100 for use of band shell \_\_\_\_\_

#### **VILLAGE OF FRUITPORT NON-RESIDENT RENTAL FEE**

\$150 for use of picnic shelter \_\_\_\_\_      \$150 for use of serving kitchen \_\_\_\_\_

\$150 for use of gazebo/fishing pier \_\_\_\_\_      \$150 for use of band shell \_\_\_\_\_

#### **CLEANUP DEPOSITS (Refundable. Separate Check Please.)**

\$100 for use of picnic shelter \_\_\_\_\_      \$100 for use of serving kitchen \_\_\_\_\_

\$100 for use of gazebo/fishing pier \_\_\_\_\_      \$100 for use of band shell \_\_\_\_\_

**This reservation holds the facilities being reserved for the hours of 8:00 a.m. to 9:00 p.m.**

**Policy, Procedures & Information**

**1. PERMIT APPLICATION and payment to be dropped off\*, mailed or emailed to:**

Village of Fruitport  
45 2nd Ave  
Fruitport, Michigan 49415  
Email: [office@fruitportvillage.org](mailto:office@fruitportvillage.org) Phone: (231) 865-3577

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 are accepted.

2. No loud amplified music allowed. 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 3<sup>rd</sup> Avenue, Park Street, or in the parking lot. Report all vandalism to Fruitport Township Police at 911 or (231) 865-8477.
3. PERMITEE 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 an immediate shutdown of the activity and may forfeit the approval of any future permits.
5. NOTICE TO CANCEL the activity must be received by the Village a minimum of fourteen days in advance of the event or half of the rental fee will be forfeited.
6. PERMITEE 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: \_\_\_\_\_