

# Village of Fruitport Pomona Park Band Shell

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## Policy / Permit

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### Part 1 - Event Information

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

Name Of Group: \_\_\_\_\_

Event Date: \_\_\_\_\_ Day: \_\_\_\_\_ Time: Start Time \_\_\_\_\_

End Time \_\_\_\_\_

Is Event Open to the Public?                      No                      Yes

Expected Attendance: \_\_\_\_\_

Is Electricity Required?                      No                      Yes

Will you Amplify Sound?                      No                      Yes

Will you have Concessionaires?                      No                      Yes

### Part 2 - Permittee Information

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

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### **Part 3 - Policy, Procedures & Information**

1. All music, performances and amplified sound shall end by 9:30 PM., and amplified sound shall end by 8pm on Sunday.
2. PERMITTEE must provide own sound and lighting systems.
3. PERMIT APPLICATIONS and payment may be mailed to the Village of Fruitport, PO Box 143 , Fruitport, MI 49415 or delivered in person, to the DPW Building, 45 North Second Avenue , Village of Fruitport , no more than fourteen (14) days after scheduling the event or it will be canceled. Applications must be on the official form made available through the web site or from the DPW.
4. PERMITTEE must be an adult eighteen (18) years of age who will be present at the activity. If the activity is for youth, the youth must be supervised.
5. PERMITTEE must not deviate from the usage area, purpose of usage or type of activity indicated on the permit. Any deviation may result in immediate shutdown of the Activity and may forfeit approval of any future permits.
6. NOTICE TO REVISE OR CANCEL the activity is required in a minimum of fourteen days in advance of the event or half of the rental fee will forfeit.
7. PERMITTEE agrees to leave any facility, both identified in the Permit and those in the common park areas near, adjacent to, or provided for use in conjunction with the identified activity (ies), inclusive of their utilities, fixtures, and landscaping shall be returned 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 PERMITTEE whether the unclean or damaged condition is an intentional result or otherwise, and as a result, PERMITTEE 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.
8. No alcoholic beverages or drugs allowed on site.
9. No swearing or vulgar language or lyrics permitted.
10. 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.
11. Warranties/Guarantees - PERMITTEE 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 PERMITTEE by reason of any such physical condition.

12. 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 PERMITTEE'S default. Upon notice of termination, the PERMITTEE shall immediately leave the property/facility or discontinue the activity allowed by this permit. PERMITTEE'S obligations and liability to the Village shall survive termination. Unless waived by the Village, PERMITTEE shall restore the premises to its condition at the commencement hereof, ordinary wear and tear excepted.

13. Indemnification. - PERMITTEE 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 PERMITTEE, its agents, contractors, or employees in the use or occupancy of the facility or premises.

14. Band shell fees may be waived for registered Non Profit Organizations (Schools, Churches, and Service Organizations).

15. By signing this Band shell Permit form, I Certify on behalf of myself and my group to comply with all the rules and regulations attached.

Permittee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### **F E E S**

\$37.50/ Per Hour (For Police Supervision) X Number of Hours \_\_\_\_\_

\$50.00 Cleaning deposit (Refundable)                      Ck# \_\_\_\_\_ Amount \_\_\_\_\_

\$30.00 Pomona Park Band shell Rental Fee \*                      Ck# \_\_\_\_\_ Amount \_\_\_\_\_

Total Paid \_\_\_\_\_

Issued by: \_\_\_\_\_

Adopted 6/21/04  
Adopted 2/16/09\*  
Adopted 1/18/10