

2. 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 then 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.
3. 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.
4. 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.
5. NOTICE TO CANCEL the activity is required a minimum of fourteen days in advance of the event or half of the rental fee will forfeit.
6. 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.
7. No alcoholic beverages or drugs allowed on site.
8. 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.
9. 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.
10. 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.

11. 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.

12. Picnic shelter fees may be waived for registered 501 C 3 Non Profit Organizations.

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

Permittee Signature: _____ Date: _____ / _____ / _____



Rental Fee

\$35 for use of the Picnic Shelter \$ _____

\$55 for use of the catering kitchen \$ _____

Separate Check

Cleanup Deposit Fee

\$35 cleanup deposit (returnable) \$ _____

\$55 cleanup deposit (returnable) \$ _____

Check # _____

Check # _____

Total Paid \$ _____

- Adopted 03 / 19 / 07
- Modified 06 / 13 / 08
- Modified 02 / 19 / 09
- Modified 01 / 18 / 10
- Modified 01 / 17 / 11