



# **VILLAGE OF PENTWATER**

ON PENTWATER LAKE AND LAKE MICHIGAN  
327 S Hancock Street P.O. Box 622 Pentwater, MI 49449  
(231) 869-8301 FAX (231) 869-5120

## **PENTWATER MARINA BAND SHELL USER AGREEMENT**

1. Prospective users may reserve the Marina Band Shell for private parties, meetings and presentations. Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed upon the completion of this agreement.
2. Parking lots will be kept open and serviceable. Blocking of the facility parking lot will not be allowed under any circumstances. All parking rules in the area will be adhered to.
3. The use of additional structures, tents or auxiliary structures will not be allowed. No auxiliary grills or cooking facilities will be allowed unless a pre-approved special permit has been obtained from the Village Council or the Building and Grounds Committee.
4. Use only scotch tape when putting up decorations. Decorations should not be nailed, stapled or glued to the walls or furniture.  
  
*In conjunction with this rule, any exceptions to the above rules must be requested through Council.*
5. The use of alcohol will be restricted to the park itself. Alcoholic beverages are not allowed in the parking lot or on the Village streets.
6. The behavior of all persons attending any private party, meeting or presentation is the responsibility of the person making the reservation. The undersigned responsible person agrees to insure that all guests behave in such a manner so as not to cause any damage to any persons or property on the premises or to interfere with the rights of neighboring property owners. By your signature on this document, you, the person reserving the park, assume the responsibility for any damage caused by your acts, the acts of any of your guests or any other third party present at the Marina Band Shell during the period of reservation.
7. Cleanup of the area is the responsibility of the user. The user will be billed the cost of any additional cleanup required by the Village along with the repair cost of any damages. Prepare to have the park cleaned in order to leave by 11:00 p.m. without exception.

8. The user hereby agrees to indemnify and hold harmless the Village, and any of its officials, agents, and employees from any type of liability, claim, damages or costs arising out of any injury, damage to persons or property, or any liability or damages whatever which may occur by reason of the use or occupancy of the Marina Band Shell by the user, whether authorized or not, including any act or omission of the user, or any of their agents, employees, guests, or invitees. The user shall also pay any damages, losses or for the theft of any property, caused by such persons.

9. The undersigned hereby acknowledges and agrees that they have read this agreement and will fully comply with the terms hereof. Failure to restore the premises to its prior condition shall result in the liability for any damages or loss.

\*\*\*\*\*

**MARINA BAND SHELL**

I have read this agreement and agree to comply with the terms hereof.

**Date & Time of Function:** \_\_\_\_\_

**Type of Activity:** \_\_\_\_\_ **# Expected:** \_\_\_\_\_  
**(Limit 75)**

**Date of This Request:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Responsible Person**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Office Use Only:**

**Council Approval Date** \_\_\_\_\_ **In Book** \_\_\_\_\_

Village of Pentwater is an equal opportunity employer and provider.

Updated: 5/01/13.