

# VILLAGE OF PENTWATER

65 S. Hancock St. PO Box 622 Pentwater, MI 49449-0622  
(231) 869-8301 FAX (231) 869-5120  
www.pentwatervillaga.org

## VILLAGE GREEN - USER AGREEMENT

1. **Prospective users may make a request to the Village Council to reserve the Village Green for weddings, civic, charitable or other non-profit events.** Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed upon receipt of payment & approval by the Village Council and completion of this agreement. The Village Green may be reserved any day or evening that other activities are not scheduled. **The NON-REFUNDABLE / NON-TRANSFERABLE fee for use of the Village Green for WEDDINGS is \$150.00. \*Proof of Insurance.**
2. **Please answer the following:**
  - A. Is your planned event a fully non-profit event? Yes \_\_\_\_\_ No \_\_\_\_\_
  - B. Will anything be sold by anyone at this event? \_\_\_\_\_  
If yes, what is being sold and by whom (name of entity/organization/individual)  
\_\_\_\_\_
  - C. Is there any type of fee charged to anyone to be present at or to participate in this event?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, who is receiving the fee? \_\_\_\_\_
  - D. Is any entity or organization named in B and C above a legally established non-profit organization as defined under the Internal Revenue Code? Yes \_\_\_\_\_ No \_\_\_\_\_

***Issuance of a permit to use the Village Green is in part in reliance upon the truth and accuracy of this application/agreement. Any violations of this agreement or any misrepresentations may result in the revocation of the permit and a police order for immediate removal of all persons associated with your event from the Village Green.***

3. Use ONLY scotch tape or painters' tape when putting up decorations. Use of nails, staples or glue are strictly prohibited for adhering anything to posts, walls or s or furniture. **Because of the underground sprinkling system, DO NOT PUT ANY TYPE of STAKES INTO THE GROUND.**
4. The selling, distribution or consumption of alcoholic beverages on the Village Green is prohibited.
5. The behavior of all persons attending any event is the responsibility of the person and/or the sponsoring organization or entity (hereinafter "responsible parties") making the reservation. The responsible parties agree 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 responsible person and sponsoring organization/entity 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 Village Green during the period of reservation.
6. To the fullest extent permitted by law \_\_\_\_\_ **(RESPONSIBLE PARTY)** shall defend, protect, hold harmless, and indemnify the Village of Pentwater, its officers, directors, council members, managers, members, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants), by whomsoever brought or alleged, and

regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to or sickness or death of, any person, or property damage or destruction (including loss of use) which may be imposed upon, incurred by or asserted against the Village of Pentwater or its related parties allegedly or actually arising out of or resulting from any and all uses or occupancy of the Village of Pentwater as described in this User Agreement, including without limitation any breach of contract or negligent act or omission of \_\_\_\_\_ (RESPONSIBLE PARTY) or of \_\_\_\_\_ (RESPONSIBLE PARTY) consultants, subcontractors or suppliers, or agents, employees or servants of \_\_\_\_\_ (RESPONSIBLE PARTY) This indemnity provision shall include claims alleging or involving joint or comparative negligence.

7. The undersigned hereby acknowledge and agree 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.

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

**DATE of Function:** \_\_\_\_\_ **TIME of Function:** \_\_\_\_\_

Type of Activity: \_\_\_\_\_ # Expected \_\_\_\_\_

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

**Individual, entity or organization sponsoring or conducting the event:** \_\_\_\_\_

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

**Email** \_\_\_\_\_

Signature(s) of, and on behalf of, responsible parties: \_\_\_\_\_

Print Name of responsible party: \_\_\_\_\_

**\*Proof of Insurance Required:** \_\_\_\_\_ Rcvd. By: \_\_\_\_\_ Date: \_\_\_\_\_

**VILLAGE GREEN**

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**Use Office Only**

Council Approval \_\_\_\_\_, 20\_\_

In Date Book \_\_\_\_\_ (Initial)

Paid \_\_\_\_ on \_\_\_\_\_, \_\_\_\_ (Initial)

Sign/Notice \_\_\_\_\_ (Initial)