

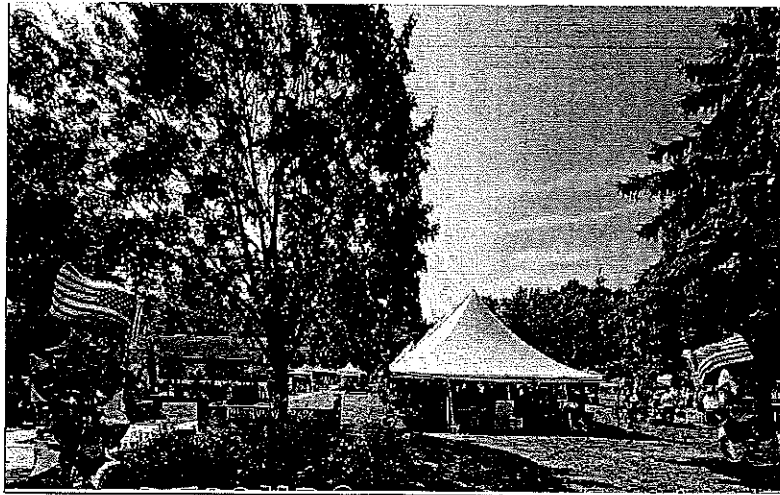
City of Flushing

SPECIAL EVENT POLICIES

*If you are interested in presenting a special event on or in any City
Property, Public Streets or
Right of Way, please read this entire policy.*

810-656-5665

725 E. Main ST
Flushing, Michigan 48433



The following pages 10 – 14 must be returned to City Hall.

• **3. Special Event Application**

Date of Event: _____ Day of Week: _____ Date of Application: _____

Set-Up/Arrival Time: _____ Event Start Time: _____ Event End Time: _____

Group Departure Time: _____ Number of People Attending Event: _____

Rental Location: _____
(Park, Facility, Pavilion)

Type of Event (Birthday, Wedding, Meeting, etc.): _____

Name of Event or Organization (if applicable): _____

Primary person responsible for the conduct of the group:

Name: _____

Home Phone: _____

Cell: _____

Email: _____

Address: _____

City & Zip Code: _____

Secondary person responsible for the conduct of the group:

Name: _____

Home Phone: _____

Cell: _____

Email: _____

Address: _____

City & Zip Code: _____

EVENT SETUP:

Music/Band(s): (Not all events) _____ Yes _____ No Name/Type: _____

Inflatables? (Yes/No) _____ If yes, the City must have a copy of the liability insurance naming the City of Flushing as an "Added Named Insured" before the event takes place.

Will tents be used for the event? _____ List how many and the location(s):

Please describe the size and type of tents: _____

Will any signs or banners be erected? _____ Yes _____ No

If so, please list size and locations (City may deny use of signage):

Describe any power needs and location of power sources (if permitted):

Will generators be used? _____ Yes _____ No

Will food items be served or sold? _____ Yes _____ No

Will gas cookers be used? _____ Yes _____ No Type: _____

location: _____

SAFETY AND SECURITY:

What type of arrangements have been made for medical assistance if needed? _____

Explain provisions made for crowd and traffic control, as well as Police personnel employed:

I, THE UNDERSIGNED UNDERSTAND THAT ANY DAMAGE OR DESTRUCTION TO AN AREA, PARK, OR FACILITY, AS A RESULT OF THE ABOVE GROUP, WILL CAUSE SAID GROUP TO BE RESPONSIBLE FOR THE COST OF REPAIR, REPLACEMENT, OR CLEANING OF DAMAGED MATERIAL.

I, the undersigned agree to defend, indemnify and hold harmless the City of Flushing and its staff members from any claim, demand, suit, loss, cost or expense, or any damage which may be asserted, claimed, or recovered against or from the City of Flushing by reason or any damage to any property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way is connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused whole or in part by the negligence of the City of Flushing, or by third parties, or by their agents, servants, employees, or factors of any of them.

Signature of Event Coordinator _____ Date _____

Flushing City Staff (For Office Use Only)

Department of Public Works _____
Name Signature Date

DPW Comments: _____

Police Department _____
Name Signature Date

PD Comments: _____

Fire Department _____
Name Signature Date

FD Comments: _____

Code Compliance Depart. _____
Name Signature Date

CE Comments: _____

FOR STAFF TO COMPLETE:

Space Total: \$ _____

Additional Fee Total: \$ _____

▪ _____: \$ _____

▪ _____: \$ _____

▪ _____: \$ _____

Total Due: \$ _____

Receipt Number: _____

Paid in Cash: _____

Check Number: _____

* Paid fee is non-refundable and forfeited at the time of cancellation.

** Payments cannot be forwarded to another date

4. Special Event Rental Agreement

- ✓ _____ (initial) This agreement, made the _____ day of _____, 202____, by and between the City of Flushing, and _____
(Primary Responsible Renter).
- ✓ _____ (initial) Premises: City of Flushing leases to Renter and Renter leases from the City the _____
_____ (City park, facility, or area).
- ✓ _____ (initial) Term: The hours of rental are from _____ o'clock _____.m. until _____ o'clock
_____.m. on _____ (Date).
- ✓ _____ (initial) Rental Rate: Renter shall pay the total rental sum of \$_____.
- ✓ _____ (initial) Payment: Renter shall pay the full non-refundable payment of the rental fee at the time of the reservation. In the event the Renter cancels the event, **there is no refund or return of any paid fees whatsoever...including for bad weather.** Renter also understands that rental payments CANNOT be forwarded to another date.
- ✓ _____ (initial) **Leases and Assignments:** Renter shall NOT have the right to assign this Agreement to any other person or entity.
- ✓ _____ (initial) Rules and Regulations: I understand that the rules and regulations attached hereto as exhibits "1", "2", and "3" shall be incorporated into and made a part of this Agreement.
- ✓ _____ (initial) I understand that I am responsible for all my guest's and all event attendee's behavior and I am responsible to pay for any damage caused because of the event.
- ✓ _____ (initial) I understand that any special event request beyond a traditional pavilion rental may need to be submitted and approved by the Flushing City Police Department, Fire Department, Public Works Department and the Code Compliance Department, as well received final approval by the City Council.
- ✓ _____ (initial) **"AS-IS":** All Flushing City rental facilities are rented "as-is". No concessions or guarantees have been made in reference to any changes, special cleanings, or upgrades to the chosen rental property.
- ✓ _____ (initial) I understand that I must **rent my own tables and chairs, if provided tables and chairs are not adequate.** I cannot exceed the allowed occupancy size.
- ✓ _____ (initial) **No decorations may be taped, stapled, or nailed** to the interior or exterior walls and ceilings of any rental facility.
- ✓ _____ (initial) **No open fires and fireworks** are permitted to be in or around any City roadways, parks, and facilities.
- ✓ _____ (initial) **No animal shows or animal activities** are permitted to be in or around any rental facility.

- ✓ _____ (initial) I understand that **no water slides are allowed** and **that to bring in a bounce house, I MUST provide the City with a copy of the liability insurance naming the City of Flushing as an "Added Named Insured" before the event takes place.**
- ✓ _____ (initial) I understand that through this Facility Rental Agreement I may NOT charge a fee to enter the park/facility of which I am renting. Such requests must be made through a separate Agreement with the Department of Public Works.
- ✓ _____ (initial) I understand that my rental **group must leave all rental properties by the specified departure time and our clean-up will be complete** (leaving the facility the same as you found it). Should there be additional clean-up remaining after the rental group vacates the property, the renting party will be **charged an additional cleaning fee, following the event**, as well as the refusal of future rentals booked by the same event organizer and/or rental group.
- ✓ _____ (initial) I understand that my group must vacate the Flushing City rental facility no later than the end of their specified rental departure time. **It is up to me (the event organizer) to end their party on time.** Failure to leave the premises at departure time will result in an additional **charge of \$2 per minute** for every minute stayed beyond the specified departure time. After consideration, failure to leave the premises at departure time will result in the City immediately ending the event, at an additional cost to the event organizer.
- ✓ _____ (initial) Indemnification: Renter shall, during the term of this Agreement, fully protect, indemnify and hold City of Flushing harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorneys' fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, their employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, their employees, agents, licensees or invitees.

I, THE UNDERSIGNED, HAVE READ, UNDERSTAND, AND AGREE TO EVERYTHING IN THIS RENTAL AGREEMENT POLICY.

EVENT COORDINATOR'S NAME (PRINT) _____

EVENT COORDINATOR'S SIGNATURE: _____ DATE: _____

City of Flushing

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Flushing, Michigan 48433**