

**CITY OF LUDINGTON
LEGACY PLAZA PAVILION
RESERVATION PERMIT**

NOTE: This permit allows use of the PAVILION for groups of less than 100 people. This permit does not reserve or authorize the exclusive use of the Plaza Area, Stage or the Restrooms. The City will not provide any additional tables or trash cans other than what is already on-site. Electrical service is available. Users may bring in additional tables and chairs. The City/DDA reserves the right to cancel or modify any event.

PLEASE NOTE: Other events may be scheduled in the Plaza Area at the same time the Pavillion is reserved and that event may include amplified music and a crowd.

NAME: _____

ADDRESS: _____

HOME TELEPHONE NUMBER: _____

DAYTIME TELEPHONE NUMBER: _____

CELL PHONE NUMBER: _____

EVENT DATE & TIME: _____

(Maximum 8 hours which includes set up and clean up time.) Time period must be between 8 a.m. and 9 p.m.

TYPE OF EVENT: _____

Will Beer and/or Wine be served? _____ Yes _____ No

ESTIMATED NUMBER OF PERSONS ATTENDING THE EVENT: _____

COMMENTS: _____

\$100.00 Fee (Resident/Non-Profit) or \$200.00 Fee (Non-City of Ludington Resident) AND \$200 refundable deposit due at time reservation is submitted. Deposit will be refunded to the person who wrote the check, upon inspection of the Pavilion following the event. Recurring events will be considered based on type of event and availability. DDA businesses may reserve the Pavilion for business use only for free (deposit required). Proof of residency, non-profit or business ownership required for resident and DDA business rate.

Note: Fees go to the Downtown Development Authority to support upkeep and improvements of Legacy Plaza.

SIGNATURE: _____ DATE: _____

WITNESS: _____

APPROVED _____ DISAPPROVED _____

SIGNATURE: _____ DATE _____

City Manager or Designated City Official

FEE \$100 Resident/Non-Profit OR \$200 Non-City of Ludington Business, Organization or Resident AND \$200 Refundable Deposit (Please make checks payable to the City of Ludington.)

Fee / Deposit Paid Check # _____ Initials _____

CITY OF LUDINGTON
LEGACY PLAZA PAVILION
USE AGREEMENT

This Agreement made this _____ day of _____, _____, between the **City of Ludington**, hereinafter referred to as "City" and _____ hereinafter referred to as "User";

WITNESSETH:

City hereby grants a limited license to User and User hereby accepts from City a limited license to use those premises located in the City of Ludington, Michigan, and known as the Legacy Plaza Pavilion located at North James Street/Ludington Ave., Ludington, MI, hereinafter referred to as the "Premises", on the following terms and conditions:

1. This Use Agreement shall be for a single term of _____ HOURS, to-wit: on

(Date) _____

(Time) _____ o'clock ____ .m., and ending at _____ o'clock ____ .m.

Note: Maximum time for use is 8 hours.

The Fee for such term shall be **\$100.00 or \$200.00 payable (plus deposit) at the time reservation request is submitted. If the PAVILION reservation request IS NOT approved, the \$100.00 or \$200.00 fee and deposit will be refunded. If the PAVILION reservation request is withdrawn by the applicant for any reason, the rental fee WILL NOT be refunded.** In addition, User shall pay to the City a damage deposit of Two Hundred (\$200.00) dollars. If User returns the Premises at the conclusion of the term in its previous condition, City shall promptly refund the deposit; otherwise, City shall itemize all damages and clean up required in writing and return a copy thereof, along with the balance of the deposit, if any, to User within fourteen (14) days.

2. User agrees not to occupy or use the Premises nor permit the same to be occupied or used for any purpose whatsoever except to be used for the approved use on this application without the prior written consent of the City under penalty of forfeiture and damages. The approved user understands and acknowledges that no commercial sales (does not apply to DDA business users), no flea markets will be allowed, and that entrance fees may not be charged. (Exception: The only exception to the prohibition of entrance fees will be in the instance of donations/entrance fees for a recognized non-profit user.)

3. User shall be solely responsible for the safety and well-being of any and all of its agents, servants, employees, guests, invitees, licensees or contractors in connection with or resulting in any manner from the User's use or occupancy of the Premises. In the event User provides or furnishes alcoholic beverages, they must adhere to the City of Ludington ordinance and Park Rules pertaining to alcohol in the parks.

Chapter 38 Parks & Recreation Section 38-74 Possession or consumption of alcoholic beverages.

(a) No person shall bring into or consume alcoholic beverages in a park except beer and wine.

(d) No alcoholic beverages are permitted on any beach or in any park or recreational area, or in any parking lot or parking area adjacent to any beach, park or recreational area between the hours of 9 p.m. and 7 a.m.

Park Rules prohibit alcohol containers over 2 liters and NO amplified music unless authorized by special permit for non-profit groups approved by City Council.

4. User further agrees to indemnify City and hold it harmless from and against any and all claims, actions, damages, liability, including, but not limited to dram shop liability pursuant to the Michigan Liquor Control Act, as amended, and expense, including actual attorney's fees in connection with the loss of life, personal injury, damage to property or any act, whether known, unknown, foreseen, unforeseen, patent or latent, arising from any occurrence in or about the Premises or from the occupancy or use by User of the Premises or resulting, in whole or in part, from any act or omission of User, its agents, servants, employees, guests, invitees, licensees or contractors.

5. User further agrees to not, directly or indirectly, by itself, its agents, servants or employees, at any time, sell, furnish, give, or deliver, either for or without consideration, any alcoholic beverage to a minor or to any adult person who is at the time visibly intoxicated.
6. User further agrees to take all actions necessary to absolutely prevent and prohibit any official, employee, agent or servant of City from doing anything or undertaking any activities on the Premises and, specifically, but without limiting the generality of the foregoing, to take all steps necessary to prevent and absolutely prohibit such person's involvement in the purchase of alcohol, sale or distribution of alcohol, or any other activity, directly or indirectly, related to the enforcement of laws or regulations relating to the sale and distribution of alcoholic beverages.
7. User agrees not to assign this Agreement or make any alterations or repairs therein without the prior written consent of City under penalty of forfeiture and damages.
8. User agrees to return the Premises in the same condition as before the use and agrees to indemnify the City for any costs or expenses expended by City to place the property in its previous condition.
9. User acknowledges and agrees that each covenant of this Agreement is consideration for the limited license to use the Premises and that a violation of any covenant or agreement herein shall be grounds for the immediate termination of this Agreement at City's sole option and discretion, and without prior notice or demand. The waiver by User of a breach of any covenant or agreement herein shall not be considered a waiver of any other provision of this Agreement, nor shall it be considered a waiver of any subsequent breach of the same covenant or agreement.
10. It is the responsibility of the User to properly dispose of all the refuse and remove all items from the PAVILION and surrounding area. Refuse is to be removed from the Plaza area immediately following the event. The City will not pick up or dispose of any refuse.
11. **ABSOLUTELY NO VEHICLES** of any type are allowed within the Plaza or Pavilion at any time.
12. Legacy Plaza and its facilities are **OPEN** to the public at all times. Other than the PAVILION which has been rented for this particular event, all other areas, including the alley, stage, grassy area, sidewalks and the restrooms are **OPEN** to the public. This permit grants User permission for use of the PAVILION ONLY! There may be other special events being held in the Plaza at the same time the PAVILION is reserved. These events may include amplified music and crowds.
13. The City shall not be held responsible for any damaged or missing items from the PAVILION which were placed there for the event.
14. The User is permitted to "carry in" folding chairs and tables to be placed in and around the PAVILION for the event. All items to be removed immediately following the event.
15. User is **NOT** allowed to adhere decorations to the PAVILION using tape, ties, nails, staples, etc.
16. **NO** amplified music unless authorized by special permit for non-profit groups approved by City Council.
17. The parking lots adjacent to the PAVILION are open to the public and parking spots cannot be reserved.
18. **NO** Food Trucks allowed.

PLEASE NOTE: Should the rules and regulations stated above not be followed, the User may not be refunded their deposit and/or may be charged for any additional costs the City incurs to adequately pick up and clean the Plaza and restrooms area, including the disposal of garbage. Failure to comply with these Rules and Regulations may also affect permission for future use of the premises.

I, the Contact Person (User) holding the event, hereby sign that I have read and understand the above stated City Park Rules and Regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

The City of Ludington

City Manager Mitch Foster or Designee City Official Signature & Date

User Signature & Date

User Name Printed

Witness Signature & Date

Witness Name Printed

PLEASE MAIL OR SUBMIT COMPLETED AND SIGNED PERMIT FORM AND LICENSE AGREEMENT WITH CHECK TO:

**City of Ludington – Manager’s Office
400 S. Harrison Street
Ludington, MI 49431**

Any questions, please contact Jackie Steckel at 231-845-6237.