

VILLAGE OF VICKSBURG
126 N. Kalamazoo Ave. Vicksburg, MI 49097
269-649-1919

VILLAGE FACILITY RENTAL APPLICATION

This application will assist the Village in making an informed decision in reference to your request to hold an event at the village facility. If approved by the Village Manager, Police, and DPW your request will be forwarded to the Village Council for final approval. Your attendance at the Village Council meeting is recommended as they may have questions of this request.

TODAY'S DATE: _____

NAME OF EVENT: _____

DATE OF EVENT: _____ ALTERNATE DATE (IF APPLICABLE) _____

TIME OF EVENT: _____

NAME OF BUSINESS/ORGANIZATION: _____

NAME OF CONTACT: _____

CONTACT PHONE NUMBER: _____

EMAIL ADDRESS: _____

ADDRESS: _____

☐ PAVILION – Private event: \$200 due with application, \$150 refunded for cancellations, \$100 refunded if cleaned up and no damage.

☐ GAZEBO - \$50 due with application, \$25 refunded if cleaned up and no damage.

☐ HISTORIC VILLAGE GROUNDS - \$100 due with application, \$50 refunded if cleaned up and no damage.

☐ DISC GOLF COURSE - \$50 due with application, \$25 refunded if cleaned up and no damage.

☐ CLARK PARK – No charge, not exclusive use

☐ SUNSET PARK – No charge, not exclusive use

☐ OSWALT PARK – No charge, not exclusive use

☐ RECREATION AREA – No charge, not exclusive use

☐ BIKE TRAIL – No charge, not exclusive use

SERVICES REQUESTED:

☐ Barricade ☐ Security ☐ Picnic Tables ☐ Traffic Control

☐ Parking ☐ Crossing Guard ☐ Bathrooms (not available at all facilities)

☐ Road Blockage ☐ Other

Comments:

SIGNATURE: _____

PRINT NAME: _____

STAFF USE ONLY

POLICE DEPARTMENT:

DPW:

VILLAGE MANAGER:

VILLAGE COUNCIL:

Approved ☐

Approved ☐

Approved ☐

Approved ☐

Denied ☐

Denied ☐

Denied ☐

Denied ☐

Comments:

OFFICE STAFF:

☐ Cash

☐ Check# _____

☐ Credit/Debit Card

☐ Recorded on Google Calendar

Staff Initials _____

VILLAGE OF VICKSBURG
WAIVER AND RELEASE OF LIABILITY AGREEMENT

This Waiver and Release of Liability Agreement (the "Agreement") is entered on this _____ of _____ 2022 between THE VILLAGE OF VICKSBURG (the "Village") and _____ ("User").

In consideration of the opportunity to temporary use certain real property and facilities owned by the Village (the "Premises"), I hereby agree to the following Waiver and Release of Liability:

Waiver and Release of Liability: My use of the Premises is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, "Risks"). Accordingly, I agree to the following:

a. I hereby release and hold harmless the Village, its officers, directors, employees, agents, volunteers, and representatives (collectively, "Releasees") from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks ("Claims"), including those caused by the negligent acts or omissions of any or all of the Releasees.

b. I recognize certain dangers and Risks associated with the use of the Premises and attest and certify that I assume those Risks.

c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my use of the Premises.

d. I further agree that I will indemnify, hold harmless, protect and **defend**, the Releasees from all Claims or Risks for any damage, injury or death of any of my invitees, guests, employees or representatives, which stem from the use of the Premises. I acknowledge that it is my responsibility to inform each invitee, guest, employee, and representative of the dangers of the use of the Premises as well as the appropriate manner in which to use the Premises.

e. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

General Provisions:

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Kalamazoo County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in the use of the Premises.

THE VILLAGE OF VICKSBURG

Dated: _____, 2022

By:
Its:

USER

Dated: _____, 2022

By:

Prepared by:
ANDREW C. HORNE (P80097)
GROSSMAN HORNE & CANNIZZARO LAW, PC
610 N. Spruce St, PO Box 59
Vicksburg, MI 49097

VILLAGE OF VICKSBURG GUIDELINES **FOR RESERVING VILLAGE FACILITIES**

- Village facilities may be reserved by residents or non-residents over 21 years of age. The reserving party must come to the Village Office to complete an Event Permit application and pay a deposit. All applications need to be approved by the Village Council. Facility conditions will be inspected following the event. If in good condition the refund will be mailed up to 45 days after event.
- **Rental of the Pavilion for an event requires a \$200 deposit of which \$100 is refundable if all clean-up is done. \$150 is refundable for cancellations. (Refunds are given only if the building has been cleaned, all trash picked up, trash bins emptied into the dumpster, and no damage to the property.)**
- **Rental of the Gazebo requires a \$50 deposit of which \$25 is refundable. (Refunds are given only if the building has been cleaned, all trash picked up, trash bins emptied into the dumpster, and no damage to the property.)**
- **Rental of the Historic Village Grounds requires a \$100 deposit of which \$50 is refundable. (Refunds are given only if the area has been cleaned, all trash picked up, trash bins emptied into the dumpster, and no damage to the property.)**
- **Rental of Disc Golf Course requires a \$50 deposit of which \$25 is refundable. (Refunds are given only if the course has been cleaned, all trash picked up, and no damage to the property.)**
- The reserving party is granted exclusive use of the Pavilion, Gazebo, Historic Village Grounds, or Disc Golf Course during the hours indicated on the application. Signs for advertisement of private events shall not be posted on village property without prior approval in accordance to Village Ordinance.
- The reserving party must provide adequate supervision over users of the facility and grounds.
- No concessions, including sale of all products or merchandise, are permitted unless a separate concession stand agreement has been completed which requires compliance with all ordinances, laws and regulations of the Village, Kalamazoo County, and the State of Michigan where applicable.
- All facilities close at 10:00 pm and the areas must be cleaned and vacated by 10:30 p.m. unless special permission has been granted.
- All facilities and surrounding grounds shall be left in proper condition. All trash and litter will be placed in the appropriate trash containers provided. Use of confetti or water balloons by the reserving party is prohibited.
- **SMOKING & TOBACCO:** Smoking and tobacco products are prohibited where posted.
- **ALCOHOL:** All alcohol is prohibited, except when the reserving party has obtained a separate temporary Liquor License that has been granted by the Michigan Liquor Control Commission and complies with all laws and regulations of the Village and the State of Michigan.
- **PETS:** Pets are allowed, except where posted. Pets must be restrained on a 6-foot or retractable leash. Persons in charge of or in control of pets on Village property shall be responsible for clean-up and removal of excrement.
- **FIRES/BONFIRES:** Open fires and bonfires are prohibited in accordance to Village Ordinance.

