

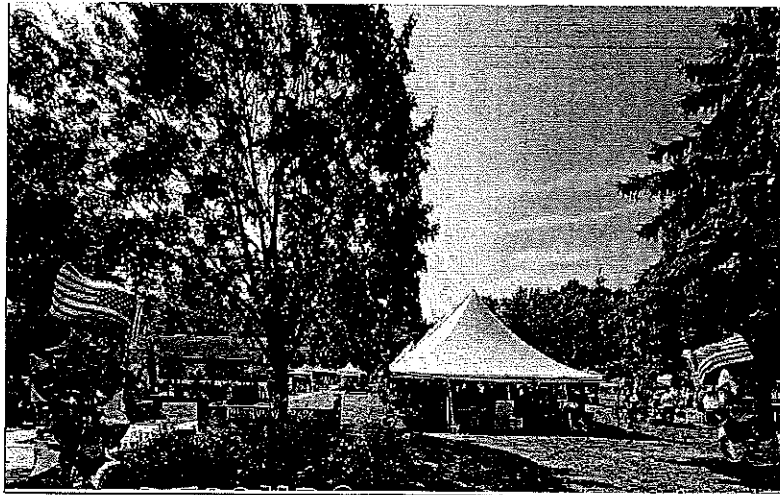
City of Flushing

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



City of Flushing
COUNCIL POLICY STATEMENT

General Subject: USE OF CITY FACILITIES

Policy No. 2024-02

Specific Subject: Special Events Policy

Date Adopted: November 12, 2024

Effective Date: November 12, 2024

1. Flushing Rental Parks, Facilities and Spaces

Individuals, organizations, and agencies wishing to conduct special events on Flushing City owned property, rights-of-ways, or public streets, are required to obtain a permit in advance for any group that may exceed 100 people or will close a road or any portion of a road. A Special Event Permit must be obtained from the City of Flushing for any event to include (but not limited to) the following:

Parties	Park Events	Carnivals	Ceremonies
Concerts	Performances	Festivals	Filming
Car Shows	Beer Tents	Art Shows	Craft Bazaars
Church Service	Competitions	Circus	Tournaments

No car washes are permitted.

Event Locations

- Riverview Park (entire park)
- Riverview Park (Band Shell and seating area)
- Riverview Park (Pavilion 1)
- Riverview Park (Pavilion 2)
- Riverview Trail
- Riverview Trail (Pavilion)
- Bonnie View Park
- Mutton Park
- Water Works Park
 - Soccer Field (Coutant St.)
 - Eastview Park
 - Cornwell Park
 - River Rd Park
 - 100 & 200 Block E. Main St.
 - Parades on City Streets

FACILITY RENTAL FEES

City parks are free to the public on a first come first serve basis, however, rental arrangements are required for exclusive use of any park, facility, pavilion, bandshell, etc. Park Pavilions are located at Riverview Park, Eastview Park, and the Riverview Trail. City Parks available for rent include Water Works Park, Eastview Park, River Road Park, Bonnie View Park, Mutton Park, Cornwell Park and Riverview Park.

All rental fees are established by resolution of the City Council and are subject to change at any time with notice, or without notice. Police and DPW hourly rates are established annually based upon collective bargaining agreements. The base rate includes the average hourly rate of all full-time employees plus benefits. The city charges these fees, not to make money but to help us recover unplanned expenses associated with events.

Large scale rentals of more than 100 people and those requiring the closure of a street, may be required to pay a deposit and shall schedule a planning meeting with the DPW, Police Department and any other City Official the City deems necessary. Failure on the part of the organizers to schedule said meeting 30 days prior to the event may result in cancellation of the event and forfeiture of the deposit.

Any and/or all fees may be waived by the City for Community events sponsored or co-sponsored by the city, for example: Candle walk, Community Baseball Leagues, etc.

2. Facility Rental Policies

NO alcohol is allowed on any part of the grounds of Flushing City Parks & Recreation Park or facility, unless permitted in advance, and all required licenses are provided to the city at a pre-event meeting.

Events sponsored by the City of Flushing will have priority for use of any rental park or facility. Events sponsored or co-sponsored by the city or the local chamber of commerce may be exempt from these rental policies by action of the City Council and may follow separate guidelines as determined by the relevant authorities. Applications for Facility Rental Agreements are processed in order of receipt of the fully completed application and full payment. The requested area is then reserved pending review of the application. Failure to fully complete the application and pay the full payment will result in **NO reservation**.

In order to ensure the public safety and protection of the City of Flushing, its businesses and citizens, and to avoid conflict between events by assigning the same time and location to two or more events, Flushing City reserves the right to refuse or require changes to a permit application, relocate and/or terminate a permitted event.

Except as provided by law, Flushing City is under no obligation to issue permits for the use of its streets, sidewalks, plazas, buildings, parks and other facilities for special events. In deciding whether to issue a permit, or in resolving possible conflicts between applicants, the following points will be considered:

- *The number of participants*
- *The appropriateness of Flushing City properties for the intended use*

- *The likely impact on Flushing City property because of the Special Event*
- *The impact on City businesses*
- *Anticipated traffic conditions*
- *Adequacy of adult supervision for minors*
- *The availability of Flushing City personnel whose presence may be required*
- *The adequacy of public property at the proposed location*
- *Probable impact upon the ordinary and customary uses of nearby properties*
- *This listing of factors does not preclude the reasonable evaluation of other factors and equitable considerations*

If the permit is approved, the applicant shall be subject to all City, County, State, and Federal laws and regulations as they apply to the event. Failure to do so will result in revocation of the permit. The permittee must have the approved permit on site at all times during the event. The permittee may need additional permits, such as permits pertaining to food trucks.

RENTAL AGREEMENTS: A signed and approved Rental Agreement is required to have any type of function at a Flushing City Property Park or facility.

PROCEDURES AND REQUIREMENTS: To rent a space in Flushing City, the event organizer must go to Flushing City Hall located at 725 E. Main St., Flushing, Michigan 48433. If the requested date is available, the organizer must fill out the Rental Application and sign the Rental Agreement, and then return it to the appropriate staff member, along with the required payment in full. City residents may apply up to one year in advance for pavilion and bandshell rentals, non-city residents, two weeks in advance. The exception being large-scale special events which require coordination and city council approval, as determined by the city.

There will be NO penciling in a date. To reserve a date, all fees **MUST** be paid in full.

No reservation will be taken over the telephone. All reservations **MUST** be completed in person. The Policy and Application are available online at www.flushingcity.com > city forms > administration, however must be printed off and turned in with fees/deposit.

Applications will be received on a first-come, first-serve basis. The first group to complete the Rental Application, sign the approved Rental Agreement, and pay all rental fees will be rented their requested space.

Reservations fees are per calendar day, if your organization plans to set-up/clean-up on a different day (i.e. set-up day before, clean-up day after) you will be required to reserve and pay rental fees for those days, as well.

Rental applicants **MUST be at least 21 years of age.**

Process:

1. Visit and view the rental space you want to rent.
2. Complete the Rental Application, sign the Rental Agreement, and immediately pay the necessary payment.
3. Receive full approval of the application.
4. Failure to complete the Rental Application, sign the Rental Agreement, or make the payment immediately cancels the booking.

Any special event request beyond a traditional pavilion or bandshell rental, will require a \$250 deposit, and will need to be submitted and approved by the Flushing City Police Department, Fire Department, Department of Public Works and the Code Compliance Department, as well received final approval by the Flushing City Council.

DEADLINE: Due to the need to schedule after-hour employees, Special Events should be scheduled and paid for 60 days in advance of the rental date. Rentals requested in less than 60 days are NOT guaranteed to be fulfilled.

NO WAIVING OF FEES: Due to the staff and maintenance costs to the City of Flushing, there will be no waiving or reducing of fees *for any reason* without approval of City Council.

PAYMENTS ARE NOT REFUNDABLE UPON CANCELLATION: Full payment is required at the time of reservation for a Flushing City rental, park or facility, and is non-refundable upon cancellation of the event for whatever reason...including bad weather. All payments are forfeited if the event is cancelled, regardless of the date of cancellation. The payment cannot be credited to a future date.

NO FEE: UNDER THIS RENTAL AGREEMENT, NO rental group may have an event that charges a fee for entrance. This would include events such as dances, festivals, fundraisers, food sales/cookouts, or any other event that charges a fee to its attendees. **SUCH REQUESTS MUST BE MADE THROUGH A SEPARATE AGREEMENT AND NOT THROUGH THIS RENTAL APPLICATION AND RENTAL AGREEMENT.** Please contact the City of Flushing to discuss other types of events.

TIME: All renting parties must vacate the rental park or facility no later than the end of their specified rental departure time. **It is up to the event organizer to end their event 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, **payable immediately.** Failure to leave the premises at departure time or refusal to pay the additional charge, will result in the City immediately ending the event, at an additional cost to the event organizer. Unless specifically permitted, no events, including carnivals, festivals, amusement rides, or games shall be permitted to operate between the hours of 9:00 p.m. and 9:00 a.m.

SECURITY DEPOSIT: Depending on the estimated size of an event, as evaluated by the department staff, The City has the right to require a security deposit in excess of \$1,000, for reasons to include, but not limited to: rentals exceeding occupancy limits and/or starting or ending times beyond the hours for a park or facility.

"AS-IS": All Flushing City parks and facilities are rented "as-is". No concessions or guarantees can be made in reference to any changes, special cleanings, or upgrades to the chosen rental property, or in how it will be prepared for any individual rental group. **It is MANDATORY that ALL rental parties should be aware of the condition of the rental space that they are renting,** and the department staff members should NOT be expected to make any changes whatsoever.

PERMITTED AREA: Renting a facility or park allows the rental group to only utilize the area requested through this Rental Agreement. Any area outside the rental space including hallways, adjacent rooms, the surrounding grounds beyond the rental area, are not included in the rental and will continue to be

open to the public not participating in the event. Interfering with everyday usage of the area outside of the rented property will not be tolerated and will bring the event to an abrupt end by the City.

VEHICLES: No vehicles of any kind are allowed on grass at any time, without permission, except for City Department vehicles. Vehicles **MUST** be parked in designated parking spots near each park and facility. Law enforcement tickets will be given without warning.

MAXIMUM NUMBER OF PEOPLE: Due to Fire Codes and facility space, the maximum number of people allowed per event varies per rental facility or area. It is important to find out what that number is for the space that you are renting. There are no exceptions. A rental group **CANNOT** expand into unpermitted areas to enlarge their event.

PERSONNEL/SECURITY: Depending on the estimated size of an event, as evaluated by the city staff, on-site personnel may be required. *ONLY If offered by the renting party*, staff member(s) be allowed to partake of food and non-alcoholic drink during a rental function. **The staff member(s) WILL NOT be expected to be utilized as set-up, waitstaff, and/or cleanup workers.**

CHAIRS AND TABLES: The city does not rent tables and chairs for events. There is a limited number of chairs and tables available in a specific area (i.e. park benches). Make sure to discuss chair and table needs at the time of your reservation. If groups need more chairs and tables than what is available at a chosen location, and is permitted to add more, the group is responsible for renting chairs and tables from an outside vendor.

TENTS: **Applications** requesting the use of tents must provide a site plan showing the location of the tent(s), a copy of the certificate of flame retardancy, and liability insurance coverage from either the tent provider or the event coordinator. The Department of Public Works will consult the Fire Department who must give final approval of tent permits. All tents over 200 sq. ft. must be approved by the Fire Department. Tents and other temporary improvements installed for an event must not cause any permanent damage. "MISSDIG 811" **MUST** be contacted to designate the tent area as not having underground utilities. The rental group will be responsible for all repairs. Also, please see "Permitted Area" as noted above.

CLEANUP: The event organizer is responsible for all **clean-up inside and outside of the chosen rental space (including all public grounds, restrooms utilized by their event attendees, and hallways surrounding the rented space)**. Cleanup must be completed before ending the event and will be included within the rental period. 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 option to refuse future rentals booked by the same event organizer and/or rental group.

SET-UP / BREAKDOWN: All renting parties **are responsible** for the set-up and breakdown of their own tables, chairs, or any other amenities involved with their event.

DECORATIONS: Please refer decorating questions to the City Staff. **Glitter, confetti, and rice are not permitted.** No decorations may be nailed to the interior or exterior walls and ceilings of any rental space, as it ruins the paint and trim. **NO SIGNS** for the rental group may be posted anywhere, unless approved by City staff.

ALCOHOL/DRUGS: Drugs are not permitted in or around Flushing City parks and facilities whatsoever. **The use of alcoholic beverages is prohibited in Flushing City parks and facilities unless written authorization has been granted through the city**, and event organizers must comply with all State

and Local laws. All Flushing City parks are alcohol-free. **NO alcohol is allowed on any part of the grounds of any City Park, without City approval.**

NO ELECTRICITY OR LIGHTS: Unless specifically permitted, Flushing City Park hours are dawn to dusk. Because of this, there is No Lighting available within park rental pavilions. In addition, there is No Electricity available at any of the other rental facilities. Rental groups are responsible for bringing their own generator or battery-operated devices. All renters must comply with the "MUSIC/SOUND" section below.

TEMPORARY WIRING AND ELECTRICAL SERVICE: Depending on the event, if an applicant requires additional power beyond battery operated devices, the rental group is responsible for bringing their own power supply to the property.

GRILLS: Rental groups are permitted to bring their own grills to the chosen rental property. Any ashes produced must be removed by the rental party and not dumped on the rental property.

MUSIC/SOUND: Limited music is allowed. **The event organizer is responsible for keeping the music and/or megaphone volume use at a reasonable level.** Any staff present at the event is directed to inform the event organizer when the volume should be adjusted. **EVENT ORGANIZERS MUST BE AWARE THAT OTHER GROUPS MAY BE USING SPACE NEARBY AND THEY MUST BE RESPECTFUL OF THE OTHER GROUPS, AND ALL RESIDENTS, IN REFERENCE TO NOISE AND MUSIC.** In addition, the city has laws on permissible sound levels. City of Flushing Code of Ordinances Section 136.03.

PLAYGROUNDS: All park playgrounds must stay open to the public during a nearby rental.

ANIMALS: Unless specifically permitted, **no animal shows or animal activities** are allowed in or around City parks and facilities. All rental groups and attendees must additionally comply with Flushing City Ordinances.

BOUNCE HOUSES: Unless specifically permitted, **no water slides are permitted** on Flushing City properties. If a group wants to bring a small bounce house from a licensed company to a city rental property, they **MUST** receive City approval, **and provide liability insurance naming the city as an additional insured with limits not less than \$1 million per occurrence/\$5 million aggregate.**

SIGNAGE: The City Sign Ordinance regulates the placement of signs for any event. City of Flushing Code of Ordinances Sec. 156.07(2)

NO CAR WASHES: **No car washes are permitted** at City parks and facilities.

NO POLITICAL ACTIVITIES: As municipally owned and managed facilities, no local, county, state-wide, or national political campaign events, including fundraisers, may take place at City parks and facilities.

NO FIREWORKS: Unless specifically permitted, **no rental groups are permitted to utilize fireworks** or any other type of explosive at Flushing City parks and facilities.

NO OPEN FIRES: Unless specifically permitted, no rental groups are allowed to start an open fire anywhere in the city.

NO HUNTING: **Hunting**, trapping or otherwise pursuing or catching any wildlife within Flushing City is strictly prohibited.

BEVERAGES: No glass bottles are permitted in City parks and facilities. Beverages should be served in paper or plastic cups. Clean-up is the responsibility of the renting organization.

PAVILION RENTALS:

- Pavilion Rentals run from 9 a.m. to 8 p.m.
- On the day of your rental, renters must bring their application and receipt with them. The receipt confirms your right to use the pavilion. The Flushing City Police Department or City Officials may ask to see your permit.
- No guarantee can be made that someone will not use the area prior to the group's arrival. Tables and chairs may need to be wiped down by the rental group.
- Public restrooms are available from 8 a.m. to 8 p.m. and are seasonal.

LARGER EVENTS:

- A detailed map showing the exact location of the event must be attached to the application. The detailed map must indicate a traffic control plan for intersections.
- If the closing of any street is necessary, approval by a City Council Resolution is required.
- If the event requires the closing of a street, the applicant must make access arrangements for businesses and residences on the street.
- The application must indicate any streets, portions of streets, Park areas, or Park facilities that will be closed and the number and types of barricades that will be used to close the streets.
- If substantial traffic or park disruption is anticipated, the city staff may require the applicant to submit and pay for a newspaper notice indicating the streets to be closed and indicating alternative traffic routes.
- Applicants must provide a parking plan for participants.
- Applicants must provide a plan for restroom facilities on-site. Including drop-off and pick-up times of additional porta johns. The number of porta johns will depend on attendees.
- Application must show the location and arrangements for water and other refreshments for participants.
- Applicants may need to have a first aid area and/or first responders on site during the event.

GUEST'S BEHAVIOR: All guest's behavior is to be monitored by the event organizer. It will be the responsibility of the event organizer to control the behavior of all their guests, especially unmannered children.

DAMAGE AND/OR THEFT: Should there be any damage to any Flushing City park, pavilion, community center, or other facility, or should a theft of Flushing City property occur, the event organizer will be **fully responsible for the damage and additional costs, including property repair and replacement immediately following the event.**

THEFT: The City of Flushing and its staff will be held harmless and shall not be responsible should any item of the event organizer and/or their function be stolen, damaged, or misplaced.

MASKS OR FACE COVERINGS: According to Michigan Penal Code Section 750.396, "A person who intentionally conceals his or her identity by wearing a mask or other device covering his or her face for the purpose of facilitating the commission of a crime is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both."

LIABILITY INSURANCE: Liability insurance from an "A" rated insurance company in the amount not less than \$1,000,000 per occurrence/\$5,000,000 aggregate, with no deductible for each occurrence,

naming City of Flushing as an additional insured, shall be required for special events held on property owned or managed by the City. The city will not indemnify any organization or event.

GENERAL LIABILITY: The event organizer is completely responsible for all damage, theft, physical harm, and incidences that cause public complaints and/or law enforcement notification. It is the responsibility of the event organizer to control the behavior of their guests.

IMPORTANT NOTICE: It is important to remember that the Flushing City rental facilities belong to citizens of Flushing City. Each facility should be respected. **The City reserves the right to reject a rental party for any reason, and any circumstances, whatsoever.**

NO RETURN: Any person or rental group violating these policies, or engaged in behavior that is inappropriate, or the behavior of the group's guests is inappropriate (i.e. fighting, bad language, use of weapons, the need for law enforcement intervention, etc.), will NOT be allowed to rent a Flushing City Park, roadway, or facility again.

EQUAL OPPORTUNITY: The event organizer assures that no person shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status be excluded from participating in any activity for which a Flushing City Park or facility is used.

INDEMNIFICATION: Renter shall, during the term of this Agreement, fully protect, indemnify and hold the 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.

DEVIATIONS: Any deviation from these policies and procedures MUST be approved by the City of Flushing's City Manager.

GENERAL PROVISIONS:

- Captions: The captions or titles to the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any parts thereof.
- Joint and Several Obligations: If Renter consists of more than one person or entity, the obligation of all such persons is joint and several.
- Situs: The Agreement shall be constructed and interpreted according to the laws of the State of Michigan.
- In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.

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

**725 E. Main ST
Flushing, Michigan 48433**