

CITY OF SAUGATUCK

The City of Saugatuck allows the use of the Coghlin Park Gazebo and Park for private events such as wedding/commitment ceremonies, family reunions, club or organization picnics. Private use of Coghlin Park is subject to the policies and rules set forth herein. Public events (including ticketed events open to the public) require special events permit reviewed and approved by City Council. **The City of Saugatuck expressly reserves the right in its sole discretion to cancel a private event for City purposes and applicant agrees, as a term of its use of Coghlin Park, to release and waive all claims of any kind (including a claim for consequential damages), against the City, its officers or employees arising out of cancellation of the user's event.**

Site Users: Please be aware that Coghlin Park is a public park and **will remain open to the public during your rental.**

Reservations: Reservations are on a first come, first serve basis. Only one event may be held at a given time and only one event per day is permitted. The responsible party who has reserved the park must be present during the period the park is used. Please check with City Hall to see if your date is available for rent. The park is not available during holiday weekends, dates in which public events are already taking place in the city, and dates already reserved. Reservations may be made up to two calendar years in advance.

Rental Fee: A fee of \$1000.00 must be paid to secure your reservation. \$500.00 of the deposit will be returned after confirmation that all rules and regulations have been strictly followed.

Refunds: No refunds will be provided unless the City cancels the rental as provided for in this Policy, in which case the City will issue a full refund of any rental fee paid to the City.

Time Parameters: Five (5) hour maximum time allotment.

Seating: Public gatherings must be in accordance with COVID-19 regulations provided by the State of Michigan. Setting up of chairs is permitted (200 maximum).

Chairs may be set up two (2) hours prior to event and must be removed no later than two (2) hours after event. Actual event maximum time is one (1) hour. To avoid damage to the City's property, the applicant is required to use a City approved vendor for delivery, setup and removal of chairs. Applicants may not supply their own chairs. The applicant is responsible to make all vendor arrangements.

Decorations: Potted flowers/plants may be used to decorate the park and gazebo. No tape, wire, screws, nails, staples, tacks or other fasteners are permitted. Gazebo and park may not be decorated prior to the rental period. All decorations must be removed by the end of the rental period. Arches are permitted but are not allowed to be staked. **Throwing or dispersing rice, birdseed or other similar food material, confetti or other material is prohibited.** Blowing soap bubbles or similar acts that neither create a littering problem nor attract birds or other animals to the site are permitted.

Restrictions: In accordance with the City of Saugatuck Code of Ordinances, the following is strictly prohibited:

- Alcohol – City Ordinance 95.02 prohibits alcoholic beverages in any City park.
- Open Flame / Fire - including but not limited to Chinese Lanterns, torches and candles.
- "Roping off" or otherwise limiting access to other sections of the Park outside of the approved location of event.
- Staking - due to underground sprinkling and electrical lines.
- Electronic sound amplification equipment of any nature unless approved in advance by the City Manager or his/her designee.

- Parking- events affiliated with the Saugatuck Center for the Arts (SCA) must utilize the SCA parking lot.
- Parking- events that have over 25 people and take place from Memorial Day to Labor Day must shuttle in guests from remote location. Please check with City staff to determine appropriate remote locations.

Personal Items: The City is not responsible for lost or stolen articles.

Clean Up/Damages: Please be respectful of our City Parks and facilities. Applicant is responsible for trash removal. If any City property is damaged, please inform City Hall at the conclusion of your event, 269-857-2603. Resolution of any damages will be handled on a case-by-case basis.

Insurance: Applicant must procure and maintain Comprehensive General Liability insurance for the event, with combined single limits of \$1,000,000 for any one occurrence in which bodily injury or property damage is alleged. Applicant shall furnish the City with a Certificate of Insurance evidencing such coverage naming the City, its officers and employees as additional insureds on the Comprehensive General Liability Policy. The insurance policy shall provide that it may not be canceled, revoked or modified unless thirty (30) days prior written notice is given to the City.

Agreement:

I agree to fully comply with all City of Saugatuck ("City") rental policies, rules and applicable laws. I agree to defend, indemnify, and hold harmless the City, its authorized agents, officials, employees and contractors against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages of any kind, including bodily injury or death, and/or property damage, which may be asserted, claimed or recovered against the City, its authorized agents, officials, employees or contractors relating to or arising out of the rental or use of the Coghlin Park gazebo or any related City facilities, grounds or equipment (collectively, the "facilities"). I understand that the facilities are provided by the City "as is," and that the City disclaims any representation or warranty of any kind, express, implied, or statutory without limitation regarding the facilities. I understand that the City will not be liable to me or others on my behalf for any special, consequential, exemplary or incidental damages, arising from any claim relating to this application or the rental of the City facilities, whether such claim is based on warranty, contract, tort (including negligence) or otherwise, even if a City representative is advised of the possibility of such damages.

I acknowledge that I have received and read, understand and agree to abide by the terms, conditions and guidelines set forth in the City's rental policy. I agree that I am fully responsible for all activities conducted at the facilities on the day, date and time stated and agree to return the facilities to an equivalent or better condition than when rented. I affirm and represent that I will reimburse the City for any clean-up and/or damages to the facilities, whether caused by me, my guests or third parties. I agree that if the facilities are used in a manner not permitted by the City during my rental period, then the City may prohibit me from using this or another City facility in the future, may seek reimbursement from me for damages to City property and may subject me to other enforcement action as authorized by law.

Applicants Signature

Date