



**APPLICATION and AGREEMENT for Rental and Use
Of Weko Beach Facilities**

Parks and Recreation Department, City of Bridgman, Michigan

(269) 465-5144 email: wekobeach@bridgman.org

Today's Date: _____ **Rental Date Requested:** _____ **Day of Week:** _____

Rental Use Description: _____

Time Requested: from _____ a.m./p.m. to _____ a.m./p.m.

Estimated number of attendees: _____

Areas requested: (check below)

___ Community Room (rates, see page five)

___ Cafe (available mid-September to mid-May only)

Responsible Party _____ *NOTE: The Responsible Party must be 21 years of age or older, is the individual who completes this application; provides their credit card for damages; is on site during the entire scheduled event; signs the event checklists; and is the primary point of contact with the CITY OF BRIDGMAN'S Representative. A copy of the Responsible Party's valid driver's license showing a current address shall be required to be on file with this Application.*

Organization, if applicable: _____

Street Address: _____

Cell Phone #: _____ **Backup Phone #:** _____ **Email:** _____

Fees: (payment preferred by check, cash or money order; phone credit card transactions n/a)

Rental Fee \$ _____ (confirm with CITY OF BRIDGMAN representative)

Down Payment \$ _____ (25% of Rental Fee due with signed agreement)

Balance Due \$ _____ (due no later than 60 days prior to scheduled event)

PLEASE NOTE: Weko Beach is a public park, and as such, the public has access to certain WBP facilities during business hours. By renting Weko facilities, the Responsible Party indicates an understanding and acceptance of the fact that the beach and campground is a public park, and that the public cannot be excluded from the beach or campground area during any rental of Weko Beach facilities during regular business hours.

Parking: For events held on the Friday before Memorial Day through Labor Day, the Responsible Party must provide a signed contract for group transportation as a condition of use. Weko Beach Park (“WBP”) will reserve one (1) parking space adjacent to the Beach House for two hours before the event for unloading and loading event materials, and during the event.

Will alcohol be served? No _____ Yes _____ *NOTE: If serving alcohol, a certificate of insurance naming the CITY OF BRIDGMAN as the certificate holder, minimum \$1,000,000 coverage for each claim, must be provided no later than two weeks before scheduled event date.*

Damages: A credit card is required for any and all damages that may occur. A CITY OF BRIDGMAN representative will contact you within ten (10) days after your scheduled event date with a list of these charges. They will automatically be applied to your credit card unless other arrangements in writing were previously made.

Credit Card #: _____ Exp. Date: _____ CVV: _____
Name of Card: _____
Signature: _____

The CITY OF BRIDGMAN agrees to provide to the Responsible Party the reservation of Weko Beach Park facilities approved for the date and time designated above. This agreement establishes certain terms and conditions with respect thereto and the Responsible Party and CITY OF BRIDGMAN agree that they will be bound by the terms hereof.

The Parties agree the aforementioned reservation is accepted. For the CITY OF BRIDGMAN to consider these arrangements confirmed, this agreement must be signed by the Responsible Party and returned with down payment to the CITY OF BRIDGMAN. All space will be reserved on a first come-first served basis pending the receipt of this deposit and agreement signed by the Responsible Party and signed and accepted by the CITY OF BRIDGMAN representative. Failure by the Responsible Party to pay rental balance by the due date above may result in forfeiture of the event date and down payment.

Cancellation of the event must be done via email to wekobeach@bridgman.org, or in writing, no later than two weeks before the Date Requested above. In the event of cancellation, an assessment will be charged based upon the guidelines on the following schedule:

> 81 days from Scheduled Rental Date.....	full refund of rental fee
60-80 days from Scheduled Rental Date	a charge of 25% of the rental fee will be assessed
30-59 days from Scheduled Rental Date	a charge of 50% of the rental fee will be assessed
15-29 days from Scheduled Rental Date	a charge of 75% of the rental fee will be assessed
0-14 days from Scheduled Rental Date.....	a charge of 100% of the rental fee will be assessed

This agreement contains the entire understanding of the parties regarding the subject matter of this agreement and supersedes all prior negotiations and agreements. This agreement may be amended only by a written document signed by both parties.

The Responsible Party may not assign or delegate any of its rights or obligations under this agreement. If the facilities are totally destroyed or so damaged by fire or other casualty that building cannot be used, this agreement shall terminate. The CITY OF BRIDGMAN shall not be held liable for its failure to perform this agreement, except to the extent described in Attachment 2, Section 2, Liquidated Damages Equal to Return of Rental Fee. In that Section, the Responsible Party agrees that the only damages to which the Responsible Party is entitled under any alleged breach of this Agreement is the return of the entire Rental Fee.

This agreement will be governed by the laws of the State of Michigan. Any action of proceeding arising out of this agreement will be litigated in courts located in Berrien County, Michigan. Each party consents and submits to the jurisdiction of any local or state court located in Berrien County, Michigan.

___ I have received a copy of, read, understand and agree to the terms and conditions above and in this document.

___ I understand that this agreement is not considered valid until signed and accepted by the CITY OF BRIDGMAN Representative.

Signature of Responsible Party

Date Signed

Signature of CITY OF BRIDGMAN Representative

Date Signed

Sunset Room - Inclusions and 2019 Rental Rates

- Included:
 - Community Room (~55' by 34', three entrances)
 - private entrance and wrap-around deck
 - bar set-up area
 - coat rack
 - two handicapped accessible bathrooms
 - tables and chairs for seating 80-100, depending on set-up
 - one reserved parking space near Beach House for two hours prior, and during, event
 - air conditioned and heated (with ceiling fans and sun shades)
 - food staging area (size varies depending on event date)
 - public Wifi
 - and awesome sunsets (nearly always)
- A wedding ceremony associated with the rental may be held on the beach, subject to available space.
- During rentals, the separator between the Community Room and Café will be in place to provide window food and retail service to beach goers.
- Vendors performing deliveries (e.g. florists, bakers, caterers, etc.) will not be charged WBP admittance.
- Names of catering companies used by previous renters available on request.
- Between Memorial Day and Labor Day, Taps is performed live on the deck at the precise moment of sunset. Respect is requested.
- Call 269-465-5144 to schedule a site visit.

	May 1 to Nov 1 (High Season)	Nov 2 to April 30 (Low Season)
Full Day Rental (8 a.m. to 11 p.m.)	Weekend +	Weekend +
R.P.* is a Bridgman or Lake Charter Township resident	\$1,500.00	\$750.00
R.P.* is not Bridgman or Lake Charter Township resident	\$3,000.00	\$1,500.00
	Week Day ++	Week Day ++
	\$600.00	\$600.00
Partial Day Rental, AVAILABLE WEEK DAYS ONLY	\$25.00/hour	\$25.00/hour
Two-hour minimum, four-hour maximum, rental time includes set-up and clean-up time		

* R.P. = Responsible Party as defined in *Application and Agreement for Rental and Use of Weko Facilities*.

+ Weekend days = Friday, Saturday, Sunday and federal holidays

++ Weekdays = Monday, Tuesday, Wednesday, Thursday and non-federal holidays

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Rental and Use Agreement Terms for Weko Beach Facilities

The Responsible Party agrees to adhere to the following terms and conditions between the CITY OF BRIDGMAN and the Responsible Party. The Responsible Party additionally ensures that all guests and vendors of the event will be made aware of these terms and conditions and the Responsible Party is responsible for ensuring their compliance to these terms and conditions. The Responsible Party understands and agrees to comply with each of the following:

- ✓ Agrees to use and occupy Weko facilities only for the purpose agreed to and only during the hours rented for the event.
- ✓ Understands the capacity of the Beach House's Community Room is about 100 persons and that it may be less, depending on the type of event, activities involved and seating configuration.
- ✓ Understands that the use of Weko facilities by the Responsible Party, event guests, vendors and other related parties is limited to the hours of the rental only.
- ✓ Understands that Weko facilities must be vacated by the end time within the Rental and Use Agreement.
- ✓ Agrees to return Weko facilities used for the event to the CITY OF BRIDGMAN in like condition as received. This means all tables and floor cleaned (including sweeping the floor), trash containers emptied, tables and chairs returned to their original position. This includes the building perimeter, deck area, and bathrooms before the end time of the rental.
- ✓ Understands that a limited deck area of the Beach House may be reserved for your event. The rest of the deck area will be open to the public for use.
- ✓ Understands that the Beach House kitchen is available for limited access only. Kitchen equipment is not available for use (e.g. cooler, stove, freezer, etc.).
- ✓ Understands that designated tables and chairs in the Beach House are the only tables and chairs available for the event's use. If the tables and chairs will be moved out by the Responsible Party, they must be stored in an area designated by the CITY OF BRIDGMAN. If more tables, chairs and any other equipment are needed, the Responsible Party must provide them.
- ✓ Understands that all portions of the Beach House and deck are non-smoking.
- ✓ Understands alcoholic beverages will not be allowed unless Responsible Party provides evidence of adequate liability insurance covering this function.
- ✓ Understands that if alcohol has been authorized that its use is limited to the Sunset Room and reserved deck area only. Alcohol is not permitted on the beach, in the parking lot or anywhere else within the Beach House. If alcohol has been approved and will be consumed, the Responsible Party will have to provide a required proof of insurance not later than two weeks before the scheduled event date.
- ✓ Understands that WBP facilities are rented by the hour, or at full day's rate. Access and use of the Sunset Room by you, your guests, caterer or any other person associated with the event is limited to the hours of rental only. Occupancy, use, or access of the Sunset Room is not permitted before the rental hours listed on the agreement or after the hours of the rental. Other areas of Weko Beach Park that are not part of the agreement are not to be accessed, used, or occupied at any time by anyone associated with the event.
- ✓ Understands that, depending on the time of year, the CITY OF BRIDGMAN's Beachie Keen Cafe™ may operate during the event, offering window service to the public. Unless the Beachie Keen Cafe™ is part of the event rental, the partition between the Sunset Room and the Beachie Keen Cafe™ will be closed during the event.

- ✓ Understands the following are NOT PERMITTED inside the Beach House and the surrounding deck areas, parking lot and beach:
 - NO CANDLES
 - NO USE OF UNSAFE APPLIANCE/EQUIPMENT OR ELECTRICAL FIXTURES/CORDS
 - NO FIREWORKS OF ANY KIND
 - NO HELIUM BALLOONS
 - NO AFFIXING OF SIGNS, BANNERS, STICKERS OR OTHER DISPLAY MATERIAL ON WALLS, CEILING, FLOOR, DECK OR SURROUNDING AREA, INCLUDES NO NAILS, TACKS
- ✓ Understands that doors may be propped open during setup and breakdown, but shall not be propped open during the event.
- ✓ Understands the premises are to be kept in accordance with all police, sanitary and other regulations imposed by any government authority.
- ✓ Understands that excessive noise and conduct that is disturbing to the public and other users of Weko Beach Park is not acceptable. This includes, but is not limited to, loud music, honking horns, loud or foul language or any other activity that would disrupt the surrounding homes and other areas of the Beach House, parking lot and beach.
- ✓ Understands a down payment is required to reserve the event date, and no event date is guaranteed until the down payment is received and the Application and Agreement document is fully completed by the Responsible Party and accepted by the CITY OF BRIDGMAN's authorized agent.
- ✓ Understands that the CITY OF BRIDGMAN will charge the Responsible Party's credit card a fee of \$500.00 to pay for any damages that may occur to the premises as a result of the rental. The unused portion of the damage rental fee, if any, will be refunded to the Responsible Party.

Parking

- ✓ Understands that parking at Weko Beach is limited and can vary based upon the weather, day of the week, and time of the year.
- ✓ Agrees to secure a transportation service provider for events held on the Friday before Memorial Day through Labor Day in order to shuttle guests to the Beach House. The Responsible Party shall supply the CITY OF BRIDGMAN with a signed contract or agreement for a transportation service provider as a condition of renting Weko facilities. The CITY OF BRIDGMAN will make available the parking lot on the south side of City Hall, located at 9765 Maple Street, as a pick-up and drop-off location for guests utilizing the transportation service.
- ✓ Vendors performing deliveries (e.g. florists, bakers, caterers, etc.) will not be charged for admittance to Weko if their vehicles do not remain parked during the event. The Responsible Party agrees to supply the CITY OF BRIDGMAN two weeks prior to the event with a list of such vendors in order to receive temporary passes for delivery, setup and breakdown. One parking space adjacent to the Beach House shall be available for deliveries up to two hours before the event; and may be used during the event.

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Waiver, Release and Indemnification for Weko Facilities, Liquidated Damages Agreement, Damages to Weko Facilities, and Personal Property Notice

IMPORTANT LEGAL NOTICE

1. **RELEASE AND INDEMNIFICATION.** The Responsible Party assumes exclusive risk for use of Weko facilities, and to the fullest extent permitted by law, shall indemnify, defend (at Responsible Party's sole expense) and hold harmless the City of Bridgman ("City"), its representatives, employees, volunteers, designees, officers, directors, agents, successors, and assigns (collectively, "Indemnified Parties"), from and against any and all claims for bodily injury, death, or damages to person or property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the rented Weko facilities, materials furnished, or services provided under this Agreement to the Responsible Party. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Responsible Party, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. The Responsible Party's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

This Section is intended to be a full and complete waiver, release, and agreement to indemnify the Indemnified Parties for any and all claims of any nature or sort against the Indemnified Parties arising out of the Agreement and/or the Responsible Party's use of the Weko Facilities.

2. **LIQUIDATED DAMAGES EQUAL TO RETURN OF RENTAL FEE.** In light of the difficulties in estimating any actual damages for any action or claim arising under or as a result of this Agreement against the City of Bridgman or its agents or employees, the Responsible Party, for himself/herself, his/her agents, executors, assigns, guests, invitees, and/or any third party claiming hereunder, agrees to liquidated damages in the total amount for all claims of _____, which is the amount of the Rental Fee on Page 1 of the Agreement. The Responsible Party specifically agrees that the total amount of damages, if any, to be received by the Responsible Party or anyone claiming damages under the Responsible Party pursuant to any action or claim arising under this Agreement shall be limited to the total amount of the Rental Fee listed on Page 1 of the Agreement.
3. **DAMAGES TO WBP FACILITY.** If any damage to a Weko facility or any equipment or appurtenance therein was proximately caused by or resulted from any act or neglect of the Responsible Party, its agents, vendors, guests, licensees, or invitees, the Responsible Party shall be legally liable therefore, and the City may, at its option, repair such damage and the Responsible Party shall have such amount deducted from the Damage Deposit required in the Agreement. Upon demand by the City, if the damages exceed the Damage Deposit, the Responsible Party shall reimburse the City for all additional costs and expenses of such repairs and damages in excess of the Damage Deposit amount paid to the City. The Responsible Party also agrees to pay all costs incurred for repair of damage to grounds, buildings, parking area or other equipment if said damage occurs due to misuse of property by the Responsible Party, his or her agents, guests, or invitees during the specified rental time for damages that resulted from the Responsible Party's use of the also agrees to pay all costs incurred for repair of damage to grounds,

buildings, parking area or any equipment if said damage occurs due to misuse of property by the Responsible Party or his or her guests or invitees during the rental period for damages that resulted from the Responsible Party's use of WBP Facilities.

4. **RESPONSIBILITY FOR PERSONAL PROPERTY.** All personal property belonging to the Responsible Party, his or her agents, guests, or invitees shall be at Weko Facilities at their respective risks, and the City shall not be liable for any damage thereto, or theft or misappropriation thereof. To the greatest extent allowed by law, the Responsible Party hereby agrees to indemnify, protect, defend and hold harmless the City from and against any and all loss, damages, liabilities, claims, liens, costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with injuries to any persons or damage to or theft or misappropriation or loss of property occurring in or about the WBP Facilities, or arising from Responsible Party's occupancy or use of WBP Facilities.

I hereby declare that I have read the Rules and the Waiver, Release, Agreement for Liquidated Damages, Responsibility for Personal Property, and Indemnification provisions, and I hereby agree to follow the Rules as stated herein, and I consent to each of the provisions listed above contained herein.

Date: _____

Responsible Party

Print Name: _____

Acceptance of Agreement by City:

CITY OF BRIDGMAN

Date: _____

By: Authorized City Representative