

CITY OF IRON RIVER
SPECIAL USE PERMIT
MUNICIPAL FACILITY BY ORGANIZED GROUP LICENSE

This agreement is entered into on _____ (date), between the City of Iron River, a municipal corporation organized under the laws of the State of Michigan, referred to as “Licensor”, and _____ of _____ (address) referred to as “Licensee”.

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

SECTION ONE
DESCRIPTION OF PREMISES

Licensor grants to Licensee the right to use the following municipal facility of the City of Iron River for an organized gathering or event:

- Nelson Field Park
- Ice Lake Park
- Bachman Park
- Nanaimo Park
- City Hall Auditorium (The Attic)

- A. Availability of Nelson Field Park, Ice Lake Park, Bachman Park and Nanaimo Park is between the hours of 8:00 a.m. and 8:00 p.m. Availability of The Attic is between the hours of 10:00 a.m. and 10:00 p.m.

SECTION TWO
PURPOSE AND DATE

A. Requested date of use: _____

Requested hours of use: _____

Purpose of use: _____

SECTION THREE RULES AND REGULATIONS

Licensee shall abide by and conform to all rules and regulations adopted or prescribed by Licensor for the use of municipal facility. The attention of Licensee is called to any such violation on the part of Licensee by any person employed by or admitted to the municipal facility by Licensee. Licensee shall immediately desist from and correct or caused to be corrected such violation.

SECTION FOUR INDEMNIFICATION

Licensee covenants and agrees to hold harmless Licensor and to indemnify Licensor against any and all claims or liabilities for compensation under the laws of the State of Michigan and for any other public liability or property damage liability that may arise or accrue by reason of the use by Licensee of the municipal facility.

SECTION FIVE COMPLIANCE WITH LAW

Lessee shall comply with all laws of the United States of the State of Michigan, all ordinances of the City of Iron River and all rules and requirements of the police and fire departments or other municipal authorities of the City of Iron River.

SECTION SIX INTOXICATING LIQUORS

Possession and consumption of alcoholic beverages is prohibited unless approved by the City Council.

SECTION SEVEN DAMAGE TO PREMISES

- A. If the municipal facility, or any part of the municipal facility, or any equipment located on the municipal facility, during the term of this agreement shall be damaged by the act, default, or negligence of the Licensee, or of Licensee's agents, employees, patrons, guests, or any person admitted to the municipal facility by Licensee, Licensee will pay to Licensor, upon demand, such sum as shall be necessary to restore the municipal facility or equipment contained in or on the municipal facility to its previous condition.
- B. Licensee assumes full responsibility for the character, acts, and conduct of all persons admitted to the municipal facility by the consent of Licensee or by or with consent of any person acting for or on behalf of Licensee.
- C. Licensee agrees to pay all attorney fees incurred in the collection of damages by Licensor.

SECTION EIGHT FEES

The daily rental fee for the Attic is as follows:

	<u>The Attic</u>
01 to 50 participants:	\$100
51 to 100 participants:	\$150
101 to 200 participants:	\$200
201 + participants:	\$500

The daily rental fee for the Exclusive use of Nanaimo Park is as follows:

Non-Resident: \$100

Resident: \$50

SECTION NINE SECURITY DEPOSIT

Licensee shall deposit with Licensor as security for return of the municipal facility in proper condition pursuant to the following schedule:

	<u>Parks</u>	<u>The Attic</u>
01 to 50 participants:	\$100	\$100
51 to 100 participants:	\$125	\$150
101 to 200 participants:	\$150	\$200
201 plus participants:	\$200	\$500

Please return all areas to the way you found them. There will be a cleaning fee of \$100 (withheld from Security Deposit) for the Attic if the following has not been completed:

*vacuum carpeted areas

*sweep non-carpeted areas

*wash tables/countertops

*bag all garbage

*remove decorations

*return all furniture (if moved) to original location

Upon termination of the agreement, Licensee, if all conditions of the agreement have been complied with, shall be entitled to the return of the deposit.

SECTION TEN FIRE HAZARDS

- A. Licensee shall not do, or permit to be done, anything that increases the risk of fire to the municipal facilities.
- B. Licensee shall not, without the prior written consent of Licensor, put up or operate any engine or machinery in or on the municipal facility or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes for anything other than electricity for illuminating the municipal facility.

SECTION ELEVEN ASSIGNMENT

Licensee shall not assign this agreement without the prior written consent of Licensor, nor allow any use of the municipal facility other than as specified in this agreement.

SECTION TWELVE STAFF

Licensee understands and specifically agrees that Licensor does not furnish any staff not otherwise provided for in this agreement.

SECTION THIRTEEN REVOCATION

Licensor reserves the right to revoke this agreement upon the giving 72 hour advance written notice to the Licensee and refunding the fees and security deposit paid by Licensee.

Licensee may give up its rights under this agreement upon seven (7) day written notice to Licensor and receive a refund of the fees and security deposit paid to Licensor.

SECTION FOURTEEN WAIVERS

Waiver of Licensor of any breach of any covenant or duty of Licensee under this agreement is not a waiver of a breach of any other covenant or duty of Licensee, or of any subsequent breach of the same covenant or duty.

This document is executed by:

LICENSOR
CITY OF IRON RIVER

LICENSEE

By: _____

By: _____

Its: _____

Date: _____

Date: _____