Twin Lakes Park Event Policies and Procedures

In accordance with your agreement with the Charter Township of Long Lake (hereinafter referred to as Township) to rent a facility(ies) at Twin Lakes Park, you are obligated to the Ordinance Number 197 Amended Long Lake Township Ordinance Number 22 of 1995, Charter Township of Long Lake, and the ensuing policies and procedures, per your signed Customer agreement with the Township.

1. Twin Lakes Park Is Public: The public is welcome to use any outdoor areas of the park that are not reserved. Township cannot grant any single event exclusivity for an entire area based on the booking of one venue. Should the Customer desire to hold the only event on a particular day, the Customer has the option to book other facilities at Twin Lakes Park, based on availability.

2. Unauthorized Use of Facilities: Any space used during the event that is not part of the contract will be billed for accordingly.

3. Customer's Responsibilities: The event host agrees to assume full responsibility for the conduct of its members, participants, vendors, or employees. The customer assumes liability for charges (labor, storage, etc.) incurred as a result of materials (i.e. literature, audiovisual equipment, etc.) shipped to Twin Lakes Park. Tablecloths and other rented items are the responsibility of the Customer. The Customer assumes full liability for damages to Twin Lakes Park, including but not limited to any of its facilities, structures, and grounds, caused by its members, participants, vendors, or employees.

4. Setup, Clean-up, Teardown for All Events: Setup, clean-up, and teardown must occur within the designated rental period, not outside of the rental time frame identified in the Customer's permit. ALL events must conclude with all guests exiting and cleanup finished by 11 p.m. when the park closes. We expect self-service, unless otherwise agreed by the Township.

5. Parking: Parking is limited at Twin Lakes Park and will be up to the Customer's discretion to anticipate high demand for parking. Customer must direct attendees to use parking spaces and not park on the grass or medians.

6. Decorations:
    - Customer is permitted to use signs to identify the event, and should be either free-standing or hung with drafting/painting tape, which will not damage the walls. If Customer wishes to have a sign out by the entrance of the park it must abide by the Charter Township of Long Lake Ordinance.
    - Use of birdseed/rice/real flower petals/fog machines/blowing bubbles is permitted outdoors; Customer may have artificial flower petals indoors only. If balloons are present, they must be disposed of properly or removed from the park upon departure.
    - Use of string lights is permitted if they are not combined with chiffon or netting.
    - Staking in the ground, other than metal H frame signs, is not permitted as it may damage the park grounds or the irrigation system.

7. Use of Commercial Kitchen: Commercial Kitchen is included with rental of Gilbert Lodge. All directions for equipment must be followed. Customer will ensure that provided dishes, cutlery, or any other kitchen implements, that are used will be thoroughly washed, dried, and returned to their original places after use. Trash bags will be placed in the kitchen of the Gilbert Lodge under the prep table to use for the event. When a trash receptacle bag is changed during the

rental, the Customer will need to take the full bag to the dumpster located in the Caretaker's lot just past the picket fence. At the end of the event, full trash bins must be taken to the dumpster. Please keep in mind the walk-in refrigerator is not a freezer; please store ice in the chest freezer.

8. Fireplace: To use the fireplace, Customer must book this during the booking process. All rules regarding the fireplace will be included in the Customer permit.

9. Hired Vendors: Customer will submit a schedule for all vendors, listing the time of arrival and departure, 30 days prior to the event. Vendors must be scheduled within rental timeframes. For catering services, Customer may permit caterer to use the service door to access the Caretaker's lot from the storage room directly behind the kitchen. Propping of any doors is not permitted.

10. Alcohol: If Customer requests to have alcohol during their event, Customer must provide the Township an additional Damage Deposit in the amount of 50% of the rental cost, not to exceed $500. Customer must also provide the Township an alcohol management plan that includes the number of minors, identification plan, amount of alcohol and a copy of TIPS certification for events with 100 attendees or more. Please note, events that serve alcohol and are open to the public are subject to completion, approval, and rules of the "Michigan Department of Licensing and Regulatory Affairs for a Bond of Special License for Sale of Beer, Wine, and/or Spirits for Consumption on the Premises" application.

11. Cancellation: If canceling less than 30 days prior to event, only the damage deposit will be refunded. If canceling 31 days or more prior to the event, then all payments rendered to date will be refunded, minus the initial 25 percent deposit.

12. Liability Insurance: Customer shall maintain, at his or her own expense, liability insurance of at least $100,000. Customer must provide the Township a certificate 30 days prior to the event start date (a copy of homeowner's insurance policy will suffice). If alcohol will be present at the event, Customer shall maintain, at its own expense, Commercial General Liability Insurance of one million dollars ($1,000,000) combined single limit for Bodily Injury and Property Damage. Such insurance shall name the Charter Township of Long Lake as additional insured, and a certificate of insurance with an endorsement must be provided 30 days prior to the event.
    It is agreed that 30 days' advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to the Charter Township of Long Lake, and that 10 days' written notice of non-payment of premium will be mailed to the Charter Township of Long Lake, 8870 North Long Lake Road, Traverse City, MI 49685.

13. Damages Indemnification: Township assumes no responsibility for damages incurred by the Customer or the Customer's guests, vendors, or other attendees at the event. Customer agrees to be solely responsible for facility damage caused by all guests and attendees on the property during the rental period.
    Customer agrees to pay for all damages arising out of the event, except to the extent of any negligence or misconduct by Township employees or agents.

    Examples of damage to the property include:
    - Stains on concrete or carpet, including but not limited to, wine, wax, gum, chocolate, coffee, tea, soda, food, grease and/or burns.
    - Stains on tables or counters because mats were not used under chocolate fountains, espresso machines, beverage pumps, food preparation areas, grills and other cooking equipment.

- Tape affixed to walls, historical exhibits, or acoustical panels.
- Electrical cords not properly protected with gaffer's tape or bridges.
- Clogged drains in kitchen (there are no garbage disposals); clogged drains in bathrooms.
- Damage to concrete, bricks, landscaping, or irrigation lines.
- Trash or debris left in rooms, on grounds, in landscaping, or outside community black trash containers.

Customer shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the venue and its furnishings, equipment, etc., caused by the Customer or agents, vendors, or guests. This amount will be deducted from damage deposit, and if damages exceed collected deposit, Customer will pay that additional amount as well.

The Customer's $300 refundable Cleaning/Damage Deposit may be kept in part or in full if any facility, furnishing, or area of the grounds is left unclean or damaged, or if law enforcement services are called to the property because of an altercation, disturbance, or other incident involving the Customer's guests, vendors, or attendees. The amount kept will depend on the severity of the condition or incident and will be determined at the Township's sole discretion. If alcohol is involved in any such damage or incident, the additional Alcohol Damage Deposit described in Paragraph 10 may also be kept in part or in full. Keeping either the Cleaning/Damage Deposit and/or the Alcohol Damage Deposit does not limit the Customer's responsibility for any costs beyond the deposit amount, as stated above.

14. Guests: Groups including individuals less than 18 years of age must be chaperoned by parents, faculty, or school staff members at a minimum ratio of one adult to 8 minors. No pets shall be allowed at indoor events or outdoor events with catered meals without written consent of the Township, because it presents a health issue. Township staff reserves the right to refuse admittance to any agent, vendor, or guest of the Customer at Township's sole discretion.

    ADA Accessibility: All bathrooms at Twin Lakes Park are handicapped accessible. All building entrances are handicapped accessible. There are several handicapped accessible parking spots. More spots can be designated with the Township's permission prior to the event.

15. Emergencies and Township staff: In the case of an emergency, call 911 and/or the County Sheriff's Department. To troubleshoot any issues that arise during the rental period, Customer will need to call the phone numbers listed on your reservation posted in the facility rented.

16. Prohibitions: No agent, vendor, or guest of the Customer shall bring any article of a flammable nature, explosives (including Fireworks), firearms, illegal substances, or articles of a dangerous or damaging nature. Customer shall be liable for all damage resulting. Township staff reserves the right to confiscate all such articles brought.

17. No Gambling: Customer agrees that there will be no form of illegal gambling conducted or permitted during the term of the event.

18. Permits and Licenses: Customer is responsible for all permits and licenses that may be required for an event. Most permitting agencies require at least 30 days in advance of the event to process a permit. Proof of such permits is required to be submitted to the Township 30 days prior to the event.

19. Sound Levels: Twin Lakes Park is surrounded by residential dwellings. Therefore, any amplified sound, such as that requiring a microphone and speakers, must be at a reasonable level and comply with the Charter Township of Long Lake Ordinance. Amplified sound such as that provided by a band or DJ is permitted only in the lodge. Complaints can be made about the volume of an event at any hour of the day or night, and Township staff reserves the right to lower the volume during an event. The first complaint brings a request to reduce the noise. The second complaint means an event is closed down.

20. Waiver of Subrogation: To the extent permitted by law, Customer releases the Township, its elected and appointed officials, employees and volunteers, and others working on behalf of the Township from all liability or responsibility to the Customer or anyone claiming through or under the Customer by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the Township, its elected and appointed officials, employees or volunteers, or others working on behalf of the Township. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Customer's occupancy or use.

1. Hold Harmless: To the fullest extent permitted by law the Customer agrees to defend, pay on behalf of, indemnify, and hold harmless the Charter Township of Long Lake, its elected and appointed officials, employees and volunteers, and others working on behalf of Charter Township of Long Lake, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Charter Township of Long Lake, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this reservation.

2. Force Majeure: The parties are not liable for failure to perform any obligation owed under this agreement if that failure is a result of an Act of God (e.g. fire, flood, other natural disaster), war, government regulation or control, labor dispute, utility failure or similar circumstance.