

November 8, 2022

Hamburg Township Board of Trustees P O Box 157 Hamburg, MI 48139

Members of the Board:

The current H.E.R.O. Land/Facility Use License Agreement to host the annual Hamburg Family Fun Fest expires after the 2023 17th annual event. As HERO is in the process of negotiating some of our long-term contracts, we are hereby requesting an extension of our park use agreement for another three years (2024, 2025, and 2026). The current contract is attached along with the minutes from the March 15, 2022 Township Board meeting extending the agreement through 2023.

Thank you for your support and consideration.

Sincerely,

Joanna G Hardesty, President

H.E.R.O.

(810) 626-3035

LAND/FACILITY USE LICENSE AGREEMENT H.E.R.O. / HAMBURG FUN FEST

THIS AGREEMENT ("Agreement") is entered into by and between Hamburg Township, a Michigan municipal corporation, whose address is 10405 Merrill Road, Hamburg, MI 48139, and (hereinafter the "Township"), and the Hamburg Enhanced Recreation Organization (H.E.R.O.), a Michigan nonprofit corporation, whose address is PO Box 548, Hamburg, MI 48139, (hereinafter "Licensee") for the purposes of use of the Township's Property as described below and as further identified on attached Exhibit A (the "East Park) and Exhibit B (the West Park"), the "Property" or the "Premises."

This License is for three (3) consecutive years (also referred to as event years), 2020, 2021 and, 2022, for dates outlined in the Park Use Application and Release of Liability as submitted by the Licensee. The dates of use of the East Park and West Park are limited to those listed in the Park Use Application and Release of Liability, and shall permit, activities, generally, as set forth in the attached and incorporated as Exhibit C (the "Fun Fest Park Use Application and Release of Liability"). The purpose of the use is for the Hamburg Fun Fest, a festival/carnival function sponsored and operated by Licensee.

Township desires to grant a license for the use of the Premises to the Licensee, and Licensee desires to secure a license to use the Premises, subject to the terms and conditions of this Agreement. The Township grants to and Licensee accepts from the Township the right and privilege to use the premises in the manner set forth below:

- Licensee shall contribute to pay for all overtime Public Safety costs for Police and Fire
 personnel required for the fireworks shows on Friday and Saturday nights (up to 4
 hours each night) charged each event year. The costs shall be calculated upon
 completion of the event, at a cost not to exceed \$5,000 per event year, and the
 Licensee shall be sent an invoice outlining those costs for payment within thirty (30)
 days of receipt of the invoice.
- Licensee shall pay the Township \$2,500 each year of the agreement for the initial land balancing investment and seeding costs, which took place in 2017, each event year until 50% of the original cost of \$34,710 has been reimbursed. In order to protect this community investment, the Township will maintain the area throughout the year and re-seed annually, as needed.
- Licensee agrees to repair damage that the festival may cause to the grounds other than land balancing and seeding. Licensee agrees to submit a \$2,000 damage bond to Hamburg Township to be held until repairs are completed.
- No park use fees will be assessed to Licensee in excess of those outlined in items #1, 2 and 3 above.
- Licensee has inspected the Premises with the Township and accepts the same in its existing condition. Annual pre-inspections and post-event inspections will be conducted each year with the Licensee.

- 6. The Premises shall be used for the purpose stated in the H.E.R.O. Park Use Application & Release of Liability (Exhibit C) for the Hamburg Fun Fest for the location, and for the time periods defined (also known as Blackout Dates), no other use is allowed. The Licensee agrees to comply with all terms and conditions set forth in Exhibit C and this Agreement and all other rules and regulations as have been and may be established by the Township relating to the use of the Premises.
- 7. No alterations or additions shall be made to the premises without the prior written consent of the Township. The Licensee shall furnish and install at its expense any and all additional equipment or fixtures as may be necessary for its intended use as approved by the Township Board At the conclusion of its use, Licensee shall forthwith remove any and all such fixtures and equipment at its own expense, unless the Licensee desires to donate the fixtures and/or equipment and they are determined to be of benefit to the community and the requirement of their removal is waived in a motion by the Township Board. Such approved fixtures shall be considered in-kind donations.
- The Licensee, at its expense, shall leave the premises clean and free of all trash and litter associated with the festival/carnival and is responsible for any damage to Township Property, in areas of use as outlined in the Park Use Application and Release of Liability, which occurs during the set-up, hosting or tear-down of event.

The Licensee shall not charge admission or fee to the public over and above what is outlined in the H.E.R.O. / Hamburg Fun Fest Park Use & Release of Liability Application (Exhibit C) without the prior written consent of the Township. Fees associated with festival/carnival operations or to cover the costs associated with festival/carnival activities are included.

- 9. Persons engaged by the Licensee to provide labor and service shall not be deemed or considered employees, agents or independent contractors of the Township. All thirdparty vendors must provide proof of General Liability & Worker's Compensation, and are required to include Hamburg Township as Additional Insured. All vendors are subject to inspection by the Hamburg Township Fire Department.
- 10. The Licensee shall maintain insurance for bodily injury, death, workers compensation and property damage resulting from the Licensee's use of the premises, in accordance with the Township's Park Use Policy, with minimum limits of liability in the amount of \$1,000,000 per occurrence or in other such amounts as may be established by Township Park Use Policy, which may be amended from time to time. The policies shall be endorsed to name the Township as an additional insured on any such policy, and shall provide the Township with thirty (30) days prior notice of cancellation or material change in the policy. Licensee shall provide Township with written verification of any such insurance coverage prior to its use of the premises.

- 11. Licensee shall hold the Township, its agents, officers, employees, contractors and board members harmless from and shall defend and indemnify them from and against any and all liability for injuries to, or death of persons or damage to property arising from the activities of the licensee, its agents, officers, employees, contractors or assigns in connection with this License Agreement.
- 12. Upon any breach of this agreement by Licensee, Township may terminate this Agreement if the breach or default under is not cured within ten (10) days' after written notice to Licensee. In such event any rights or privileges of Licensee resulting from this Agreement shall be terminated except that Licensee shall be responsible for the payment of all costs incurred by the Township through the date of termination in relation to the use of the Premises and the insurance policy, which shall remain in effect with respect to damages or injuries caused during the use of the Premises for the event. Licensee shall be responsible for removal of any and all property from the Property and for restoration.
- 13. Neither the Township nor the Licensee shall be held liable for payment of any fees, costs, or expenses to the other if the festival cannot be given due to an Act of God, including but not limited to acts or regulations of public authorities, labor difficulties, civil tumult, strike or pandemic or epidemic beyond the control of the Township or Licensee. "Act of God," includes but is not limited to the Covid-19 Pandemic and any and all orders, laws, and regulations arising out of or resulting from the spread of the Covid-19 Pandemic. "Act of God," shall not include typical summer weather events, including storms, rain or extreme temperatures. As a result of any Executive Order placing temporary restrictions on the use of places of public accommodation, and/or setting forth the temporary requirement to suspend activities that are not necessary to sustain or protect life, during the Covid-19 pandemic, and any extension or amendment of those Orders, Licensee hereby acknowledges that, in the event that the prohibitions in the Executive Orders or the orders or directives of other applicable public health agencies, or state or local governments, make it impossible to safety undertake the festival, the festival may be delayed, as determined to be necessary in the discretion of the Township or the Licensee. The Township shall not be responsible for any payments or costs relating to delay or cancellation of the festival, and Licensee shall be responsible for ensuring that all of its vendor contracts include similar provisions relating to cancellation in the event of an Act of God, including but not limited to, a pandemic. The festival schedule may be revised to reflect requirements of the applicable Order or social distancing recommendation. If performance dates are not available in the same season, both parties may agree to reschedule the festival to a future date or the next available season, as necessary.
 - 14. This Agreement does not constitute approval of issues requiring a permit or approval by any other governmental entity.

General Conditions

15. Either party may terminate this Agreement with cause on sixty (60) days' notice. "Cause" shall mean a breach of or default under this Agreement that is not cured within ten (10) days' after notice.

- 16. Any failure of either party to insist on strict performance of any provisions of this Agreement shall not be deemed a waiver of the provisions of the Agreement in any subsequent default.
- 17. This Agreement may not be amended, changed, modified, or discharged except in writing and signed by both parties.
- 18. All notices under this Agreement shall be in writing and shall be deemed to be given when they are either delivered personally or mailed by certified or registered mail to the receiving party at the address stated in this Agreement or at an address furnished to the other party in writing during the term of this Agreement.
- 19. The captions and headings used in this Agreement are intended only for convenience and are not to be used in construing the Agreement.
- 20. This Agreement shall be construed under Michigan Law.
- 21. This Agreement is binding on successors and assigns, except that this Agreement may not be assigned without Township review and approval of a Park Use Application in accordance with the Township's Park Use Policy
- 22. If any provision of this Agreement is unenforceable, the other provisions of the Agreement shall remain valid and enforceable to the fullest extent permitted by law.
- 23. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. This Agreement does not address and is not intended to affect in any way any permanent use of the Property by the Township at the expiration or termination of this Agreement.
- 24. The covenants and conditions contained in this Agreement shall apply to and bind the successor's legal representatives and assigns of the parties to this Agreement and all covenants are to be construed as conditions Licensee may not assign any right, privilege or license conferred by this Agreement.
- 25. The person signing this agreement on behalf of the Licensee is fully empowered by appropriate action if necessary, to execute this agreement on its behalf.

In witness whereof, the parties have executed this agreement at:

- Line Hamburg Township	County_ Livingston
Township/City Hamburg Township	
State Michigan C	n <u>08/19/2020</u> Month, Day, Year
2/10/4	Mod Gal_
Licensee signature (Applicant)	Township signature (Township Representative)
Licensée signature (Applicant)	Township signature (Township Representative)
Licensee Print Name <u>Joanna G Hardesty</u>	, President; Hamburg Enhanced Rec Org (H.E.R.O.)
Address P O Box 548	
City Hamburg	StateMichigan
Home Phone Number:	
Work Phone Number:(810) 626-3035	
Email: jghwade1@aol.com	



10405 Merrill Roa P.O. Box 157 Hamburg, MI 48139 (810) 231-1000 www.hamburg.mi.us

Supervisor Pat Hohl Clerk Mike Dolan Treasurer Jason Negri Trustees Bill Hahn, Patricia Hughes, Chuck Menzies, Cindy Michniewicz

HAMBURG TOWNSHIP BOARD OF TRUSTEES Regular Meeting Tuesday, March 15, 2022 7:00 p.m.

1. Call to Order

Supervisor Hohl called the meeting to order at 7:00 p.m.

- 2. Pledge to the Flag
- 3. Roll Call of the Board

Present: Hohl, Dolan, Hughes, Michniewicz, Menzies, Negri

Absent: Hahn

4. Call to the Public

A call was made with no response.

5. Approval of the Consent Agenda

Motion by Menzies, supported by Negri, to approve the Consent Agenda as presented.

Voice Vote: AYES: 6, NAYS: 0, Absent: 1 MOTION CARRIED

Approval of the Agenda

Motion by Dolan, second by Hughes, to approve the Agenda as presented.

Voice Vote: AYES: 6, NAYS: 0, Absent: 1

MOTION CARRIED

7. Unfinished Business

A. Parks & Recreation - HERO Agreement Request

Motion by Menzies, second by Negri, to reconsider the additional park use fee for the 22/23 event and grant a one-year extension to the original contract for the year that was lost without additional fees due to COVID-19.

Voice Vote:

AYES: 6, NAYS: 0, Absent: 1

MOTION CARRIED



Hamburg Township Manly Bennett Park Park Use Application

P.O. Box 157 10405 Merrill Road Hamburg, Michigan 48139-0157 (810) 231-1000 Office X-218 (810) 231-4295 Fax

And Release of Liability & Indemnification Agreement

(Application must be submitted 60 days before requested use)

Applicant Information:		
Event Sponsor (or name if family or individual use):	Hamburg Enhanced Recreation Or	rganization (H.E.R.O.)
Name of Event: Hamburg Family Fun Fest	t	
Type of Event:		
Applicant Name: H.E.R.O.		
Date(s) of Event:6/12-15/24; 6/11-14/25;	6/17-20/26 Time(s) of Events	10 am - 12 midnight
Applicant Address: P O Box 548	Suite or Ap	t #:
Applicant City:	State:	Zip:
Contact Person (present during use):		
Contact's Affiliation with Applicant: Pre	sident	
Contact's Phone: (810) 397-9058	Contact's E-Mail:	de1@aol.com
Event Co-applicant, if any: All Co-applicants must also sign all applications and waivers. Co-applicant relationship to Applicant:		
Co-applicant's phone:		
Insurance Information:		
Insurance Carrier: West Bend Mutual		
Certificate of Insurance must be provided by all applicants as outlined in A Policy #: NSL 1335562	Environing Date:	ay 12 of each year
Limit of General Liability: 6,000,000		Aggregate
Umbrella Coverage Limit (if any):	Occurrence	Aggregate

EVENT DESCRIPTION: (any information that doesn't pertain to your event please indicate not applicable)
Please describe the event you propose to host: Annual community Hamburg Family Fun Fest that offers four (4)
days of family entertainment including amusement rides, petting zoo, arts & crafts, classic car show, feature
entertainment, stage entertainment, fireworks, laser light shows, and other activities.
Total Number of participants/spectators/guests anticipated during event: 10,000 - 30,000
Average of participants/spectators/guests anticipated at any given time: 2,000 - 5,000
Site of Proposed Event; include all areas of the parklands that will be used: East and West Park (see attached)
Include site plan drawing reflecting all areas of the Township Park and recreational facilities the event will effect
Will there be camping and trailer facilities? If so, are overnight stays anticipated: Yes (Liv Co Health Permit)
Number of Volunteers: Are Volunteers trained?: Yes Please attach copy of Volunteer Handbook if applicable
Will tents be used?: If so, please indicate locations: East & West Park
throughout the event area
Under no circumstances are tent stakes to be driven into asphalt surfaces. Tent locations must be pre-approved.
Will admission be charged? If so, how much: No
Parking fee charged? If so, how much: Yes (TBD) Valet service available?
Will Food/Beverages be served? If so, types of food and name of persons serving:
Yes. All food concessions are provided by Wade Shows, Inc. and are licensed and inspected by the
Livingston County Health Department.
For anything other than pre-packaged foods, Concession Application, Health Department License and Products Liability coverage is required.
Will there be Fireworks or any other pyrotechnic display? If so, describe: Yes. Fireworks are planned
for Friday and Saturday nights of the scheduled festival weekend each year.
Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.
Will there be any animals present? If so, describe: Yes. A petting zoo and other animal attractions are
included as part of the festival entertainment offered free of charge.
Pets are not allowed in Parkland during events. Service Dogs are allowed with proper certification.
Will there be Amusement rides or games? If so, describe: Yes. Wade Shows, Inc. will provide the
amusement rides and game concessions.
Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Will there be a need for vehicles to be used on Township grounds? If so, describe: Yes. Volunteers, police,
fire and event staffing will all be utilizing off-road vehicles during the event including golf carts.
Personal vehicles require proof of Auto Liability based on the description of use and areas needing to be accessed during event.
Will there be a need for Emergency Responders over and above what is included in the Public Safety Fee? If so, describe: Police & Fire services are required for fireworks nights.
Hamburg Township reserves the right to require private security and/or emergency responders be present during any event.
Specific services required from the Township, if any: N/A
Other information regarding your event that you feel may be helpful: years of the Fun Fest.
Organized Sports and/or Sporting Events: Please indicate type of sports event: Regular Season (Games/Practices) Sports Tournament Other If Tournament or other event, complete Event Description on Page 2 and provide additional details, if any:

Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional info9rmation or to answer questions. If the Park Use Application is received less than 60 days prior to the requested event date, the Parks & recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board.

The undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations.

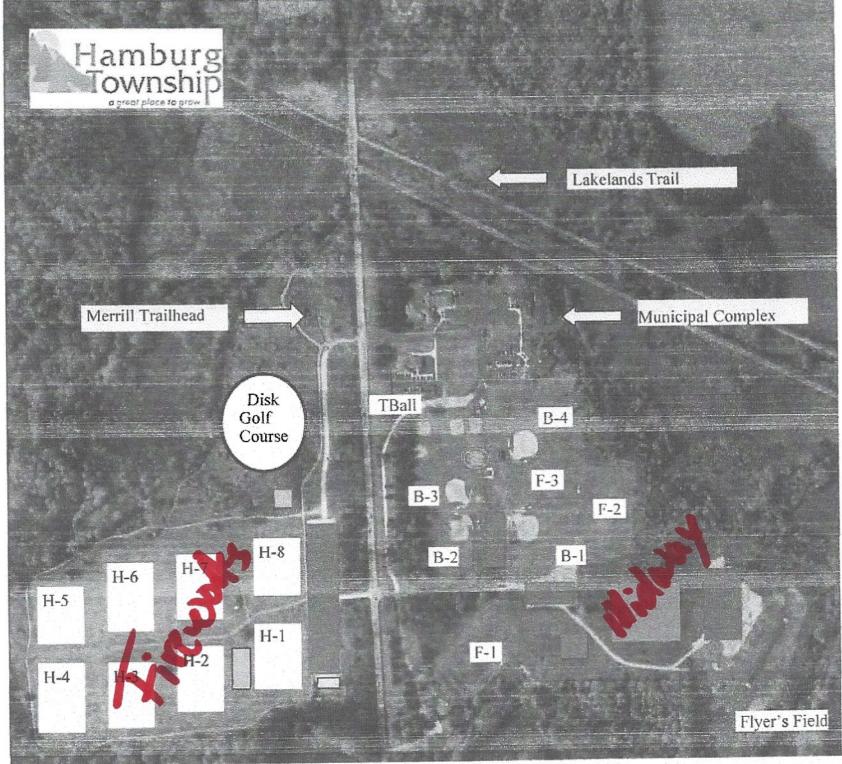
In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township 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 Hamburg Township, 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 contract.

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees.

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition.

Personal Property Damage Claims: The applicant hereby releases Hamburg Township, Its elected and appointed officials, employees and volunteers, and others working behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant.

		Ini	jh tials:
Public Health & Safety: The applicant here Checks and that they are in compliance3 with the Park Facility Use Policy and outlined in to comply with these requirements may result	h the Michigan Sports Concession Appendix A. The applicant under	n Law, Acts 342 & 343, Public Act stands that falsification of the abov	s of 2012, as referenced in e statement and/or failure
			tials: jh
Applicant's Signature:	ardesy	Date: November	8, 2022
Co- applicant's Signature:		Date:	
Parks Coordinator:		Date:	
	For office use	only	
Comments:			
Meeting Approval Dates:	Parks & Recreation	Public Safety	Township Board
Application has been (Circle one)	O Approved	O Denied	
Hamburg Township Representative			



Manly Bennett West Park Soccer Fields

H-1/1-11v11 (useable field 240'x 390')

H-2/2-8v8 (useable field 310' x 390')

H-3/ 1-8v8 (useable field 245' x 360')

H-4/2-6v6 (useable field 330' x 250')

H-5/2-6v6 (useable field 270' x 250')

H-6/1-11v11 (useable field 250' x 350')

H-7/ I-8v8 & I-6v6 (useable field 250' x 350')

H-8/1-6v6 & 3 Youth fields (useable field 290' x 340')

Parking Areas

Best location for tent to avoid sprinkler system

Best location for an event dumpster

Adult Outdoor Workout Area

Manly Bennett East Park Baseball, Football & RC Flyer Fields

B-1/Lg Ball Diamond

B-2/ Med Ball Diamond

B-3/ Med Ball Diamond

B-4/ Med Ball Diamond

T-B/ T-Ball Diamonds 6, 7, 8 & 9

F-1/ Football Field with Goals

F-2/ Football Practice field

F-3/ Football Practice field

Flyer's Field/ Use limited to RC flight related activity and requires monitoring by Hamburg RC Flyers Club

Parking Areas

Large Event Area

Sand Volleyball Court



VOLUNTEER REGISTRATION

	t areas are you most interested orking?	
0	Floater	
0	Parking	
0	Grounds Crew	
0	Shuttle (must be at least 18)	

O Gate Indicate dates and preferred shift available to work each day. NOTE: Shifts are 4 hours. Please detail the times you're available and

Morn 8-12	After 12-4	Eve 4-8	Night 8-12
	THE RESERVE TO SERVE TO SERVE		

^{**}Scheduling requests are filled on a firstcome, first served basis. Consideration may be made for experience, availability, and specialized functions.

VOLUNTEER TRAINING

Tuesday, June 7th; 7:00 pm @ Hamburg Community Senior Ctr. 10407 Merrill Road, Hamburg Twp.

REGISTER ON-LINE

https://hamburgfunfest.com/volunteers/

Return completed form via email h.e.r.o.rec@aol.com or mail to:

H.E.R.O. Volunteer P.O. Box 548 Hamburg, MI 48139 Questions? Call (810) 626-3035

REFERRED BY:

8, 2022

Applicant Information (Please print clearly)

Name:
Address:
City, State, Zip:
Telephone: Day () Cell ()
E-mail:
1. Are there any duties (such as lifting) you have been advised not to do?
Please circle one: Yes No
If yes, what are your restrictions?
2. Please list any/all allergies (including food)
3. In case of an emergency, who should we contact?
Name: Number:
4. Occupation / Student / Retired:
5. T-Shirt Size (Circle One): S M L XL XXL XXXL
HOLD HARMLESS AGREEMENT: In consideration of the Hamburg Enhanced Recreation Organiz

(H.E.R.O.) permitting participation in the 2022 Hamburg Family Fun Fest, the applicant hereby agrees to assume all loss, damage, risk and liability associated with participation. It is recognized and acknowledged that this includes, but is not limited to, personal injury and property damage incurred for any reason whatsoever. Applicant further agrees to release, hold harmless and indemnify the Township of Hamburg, their elected officials, officers, agents, and employees, H.E.R.O., any event sponsors, their elected officials, officers, agents and employees from or responsibility whatsoever for injury (including death) to persons, and for any damage to any est. rent burg

Township property, or the property of others, arising out of, or resulti H.E.R.O. has taken enhanced health and safety measures – for our risk of exposure to COVID-19 exists in any public place where peop Family Fun Fest, you voluntarily assume all risks related to exposure	ole are present. By participating in the Hamb
By signing below, I am voluntarily taking part in an activity in supportest. I hereby confirm that the information I have provided is true a	ort of H.E.R.O. and the Hamburg Family Fur and may be verified.
Signature:	Date:
If under age 17, parent or guardian must sign.	
Guardian Signature:	Date:



VOLUNTEER POLICIES & PROCEDURES MANUAL

Table of Contents

1.0	Introdu	ction	1
	1.1	Volunteer Training Mission Statement	1
	1.2	Volunteer Policy	1
	1.3	Youth Volunteers	1
	1.4	Release & Waiver of Liability	2
2.0	Volunt	eer Categories and Description	2
	2.1	Festival Directors	.2
	2.2	Operations Manager	.2
	2.3	Area Supervisors	.2
	2.4	Floaters	.2
	2.5	Security Volunteers	.2
	2.6	Volunteer Ambassador	.2
	2.7	Runners	.2
	2.8	Maintenance Crew	.2
	2.9	Gate Workers	.3
	2.10	Parking Crew	.3
3.0	Trainir	ng	3
4.0	Genera	al Responsibilities & Requirements	. 3
Appe	endix A:	Basic Festival Guidelines & Volunteer Response	5
	endix B:	Code of Conduct	7
	endix C:	Safety Protocols & Policy	9
	endix D:	Medical Protocol / Medical Incidents	11
Appe	endix E:	Conflict Avoidance & Intervention Techniques	13
Appe	endix F:	Radio & Cart Protocols / Training	15
	endix G:	Incident Report / Grievance Procedure	18
	endix H:	Alcohol Enforcement Plan	19
	endix I:	Public Demonstrations Policy	20
	endix J:	Political Campaigning Policy	21
	endix K:	COVID Mediation Plan	22
	endix L:	Dogs/Service Animals Policy	24
3.55	endix M:		25



Volunteers don't necessarily have the time; they just have the heart – Author Unknown

VOLUNTEER POLICY & PROCEDURE MANUAL

1.0 Introduction

Welcome to all Hamburg Family Fun Fest Volunteers and thank you for giving your time to help make this event one of the premier events of the summer in the surrounding Livingston County area. As volunteers, we are all partners to provide for smooth operations and a safe and secure community at the Bennett Park facility. Each volunteer represents the "face" of our organization (H.E.R.O.) and thereby is a H.E.R.O. ambassador. Volunteers are expected to be enthusiastic, friendly, helpful, and professional at all times. As volunteers we ask you to cultivate a positive attitude and personally invest in a "community spirit of cooperation" as we work together, connected in a common purpose to be recognized as the event of the year.

1.1 Volunteer Training Mission Statement

To provide skills, promote community awareness and empowerment, provide safety for all that participate, ensure protection for H.E.R.O., the park facilities and its surroundings, and foster a positive environment through necessary and effective risk management techniques.

1.2 Volunteer Policy

All Hamburg Family Fun Fest volunteers are subject to the policies, procedures and guidelines for their level of participation as outlined in this manual.

1.3 Youth Volunteers

Youth under the age of 17 must have parental/guardian permission signed on the Volunteer Registration Form. On a case-by-case basis, depending on the job, youth volunteers may be able to work a task without direct adult supervision. This will be determined based on interview, discussions, and other feedback.

1.4 Release and Waiver of Liability

All volunteers are required to sign a release and waiver of liability as prepared and provided by H.E.R.O.

2.0 Volunteer Categories and Description

- **2.1 Festival Director.** The Festival Director handles decisions affecting the broad scope of operations at the festival. This volunteer requires a great understanding of festival operations and strong commitment to the organization. This member works directly with other key volunteers to plan, implement, and evaluate the event.
- **2.2 Operations Manager.** The Operations Manager oversees the on-site operations of the festival. The OM is the direct link to the Festival Director and is responsible for communications and coordination among the Area Supervisors. Skills in conflict resolution, problem solving, crisis intervention and management/leadership are necessary and conveyed to other volunteers.
- **2.3 Area Supervisors.** Area Supervisors help to coordinate operations and assist the volunteers in their area. They also provide some planning help and advice prior to the festival and often arrive early to help with set-up. Area supervisors have communication radios.
- 2.4 Floater. Volunteers able to work in any position to fill in shifts as needed at any site.
- 2.5 Security Volunteers. These volunteers are the eyes and ears of the festival assistance and monitoring program. They help to patrol the festival grounds, especially during the nighttime hours. Security volunteers are radio-trained and wear security identification.
- **2.6 Volunteer Ambassador.** The Volunteer Ambassador's sole responsibility is to monitor the needs of the volunteers. This includes tracking break times, addressing volunteers, issues, complaints, etc.
- 2.7 Runners. Volunteer runners are stationed in the Volunteer Command Center and are responsible for running errands according to need.
- 2.8 Maintenance Crew. Volunteers helping with general set-up, installations, removals, and cleaning after the event. These volunteers roam an assigned section of the Festival grounds, pick up trash on the grounds and remove full bags from trash cans, replacing them with fresh plastic liners. Heavy lifting and bending may be required.

- **2.9 Gate Workers**. These volunteers are responsible for collecting the parking fee from patrons as they enter the park. They are required for follow the procedure for cash handling as described by the H.E.R.O. Treasurer.
- 2.10 Parking Crew. These volunteers direct traffic to the correct parking lots/areas, provide cars with a schedule of events, and answer questions.

All event VOLUNTEERS are designated by a safety green shirt when they are on duty. All Festival DIRECTORS are identified by wearing a safety orange shirt.

3.0 Training

All volunteers must attend orientation and position-specific training. All will receive training related to emergency plans including emergency reporting procedures, equipment, evacuation routines, etc.

4.0 General Responsibilities and Requirements for all Volunteers

As a volunteer, you can have a huge impact on the enjoyment of our guests and the success of the event. We are counting on you, so if you are unable to meet a commitment, please call the Volunteer Coordinator through the H.E.R.O. hotline at (810) 626-3035 as soon as possible so we can make appropriate arrangements.

All volunteers are required to report to the Information Center to sign in prior to beginning their shift. At this time confirmation of work stations and responsibilities will be reviewed. Volunteers MUST be in Festival uniform during their assigned shift. (DO NOTE MAKE ANY ALTERATIONS TO YOUR UNIFORM.) Please note that a volunteer uniform does not give volunteers access to the amusement rides at no charge. If you plan to stay at the Festival to enjoy the activities, you must change out of your uniform immediately after your shift.

As a member of the Hamburg Family Fun Fest Team, all volunteers have the following general responsibilities:

- Understand specific job description and follow through with the job volunteered for. Be prompt and work the shift time committed.
- Understand general volunteer responsibilities See Appendix A & B
- ➤ Read and follow the volunteer's code of conduct See Appendix B
- Understand basic volunteer response protocols (chain of command) and response limitations – See Appendix A-1
- Understand and practice the basic guidelines and personal responsibilities recommended for all festival participants – See Appendix A-2
- Understand security and medical protocols See Appendix C & D

- ➤ Communicate and listen with respect while assisting participants and treat them fairly and with dignity, expecting the same from the participants. Practice conflict avoidance techniques See Appendix E
- Consult with fellow volunteers and seek out necessary assistance from coordinators or supervisors as needed.
- ▶ Report medical situations or other significant incidents to the Security Supervisors. Read and understand the incident reporting and grievance procedure – See Appendix G
- Read and understand the alcohol and smoking policy See Appendix H

Volunteers do their jobs by following the general responsibilities listed above and working directly with their area supervisor for job training and direction. These volunteers are often the eyes and ears of the festival monitoring system, and, in addition, act to coordinate operations, communication and respond to emergent problems. They are often needed to problem solve, to recognize and evaluate potential and actual risk situations, and provide additional assistance to event attendees and area volunteers. Roles include monitoring of on-site activities and festival guideline compliance to assure the safety of all in attendance. In choosing to participate in any of these advanced volunteer categories, you will need to have additional skills that allow you to fulfill the job requirements. Training is important and will help you perform your task without confusion.

APPENDIX A



Basic Festival Guidelines & Volunteer Response

APPENDIX A

Basic Festival Guidelines & Volunteer Response

1.0 Basic Volunteer Response Protocols

General volunteers will typically be focused on their job at one of the festival operation areas and receive guidance from their Area Supervisors. At times they may have the occasion to remind attendees of the basic festival guidelines or answer questions. In doing so, please do it in a manner that will have a positive impact. Before responding be sure you have a full understanding of the guidelines. Seek clarification regarding the guidelines as needed. If you are not comfortable in this role, defer to the Event Coordinator. In addition, common courtesy guidelines are distinct from serious rules & guideline infractions. These are further defined below. It is your responsibility to know the difference and respond accordingly. Serious violations of the guidelines, dangerous situations or medical emergencies warrant notification of the advanced-trained volunteers and security personnel. Know your limits, consult and seek assistance.

- 1.1 Volunteers are required to respond to a full range of questions and are trained to bring the appropriate response to particular situations. As a general volunteer, you will typically receive assistance directly from your Area Supervisor. We hope that you will handle as many questions and requests as you can; however, if you find yourself unable to answer a question, or in a difficult or potentially dangerous situation, you should seek consultation and/or help. Remember to use common sense and discretion when dealing with all situations. When in doubt, call for assistance.
- 1.2 Should any situation arise in which you determine you need assistance, follow this procedure:
 - a. Consult with your Area Supervisor.
 - b. If not working as a volunteer on shift, but come across a serious situation, we request that you help as any Good Samaritan would in a community:
 - Contact police, fire, security or festival director if you observe a medical emergency or dangerous situation – Refer to Appendix F, Section 1 (Emergency Radio Procedures). Remain at the scene if possible and send for assistance or seek out someone with a radio.
 - ➤ While waiting, get names and any pertinent information, if practical and parties are cooperative.
 - Report a serious guideline infraction (see below) to the advanced volunteer team when convenient, but as soon as possible.
 - c. Examples of dangerous or unsafe conditions include lost children/parents, threatening or abusive behaviors to others, risk of bodily injury to self and/or others, disorderly persons, minors in possession, property destruction, and fire hazards. These are examples of serious

incidents and should be reported to an advanced volunteer team member, who will either assist and/or contact the police for additional assistance.

- d. Be mindful of potential illegal, unlicensed, or unapproved vendors pedaling merchandise on Festival grounds. Report suspect vendors to security immediately.
- e. H.E.R.O. has adopted a policy prohibiting political campaigning, petition circulation/signature gathering at the Festival. If this activity is observed, report it immediately to the assigned supervisor.
- f. FIRST AID / MEDICAL Response: Encourage attendees to seek first-aid at the first-aid station in non-emergency situations, i.e. minor cuts, insect bites and common complaints as needed. In case of a medical emergency, summon the medical team via advanced volunteer team members. Conditions you may encounter at the festival include unresponsiveness (unconscious), allergic reactions, serious injuries (severe bleeding or trauma), and drug/alcohol overdose.
- g. DO NOT DO ANYTHING YOU ARE NOT TRAINED TO DO!
- Remember patient confidentiality and that adults can refuse treatment.

See Appendix D for full Medical Protocol and Procedure

2.0 Common Courtesy Guidelines and Basic Admission Requirements

Many of the guidelines are just common courtesy. Volunteers are encouraged to simply remind community members to abide by them.

- Be respectful and considerate of all festival patrons, other tourists, area residents and the local community.
- Keep off all private property. When in doubt, stay out.
- > Do not litter (including cigarette butts).
- NO ALCOHOL or controlled substances are permitted on festival grounds possession or consumption. Persons engaging in disorderly behavior, drinking, public intoxication, illegal drug use, stealing, or any other illegal behavior risk removal from the Hamburg Family Fun Fest and possible arrest by a law enforcement agency.

APPENDIX B



Code of Conduct

APPENDIX B

Code of Conduct

General Introduction

When you agree to volunteer at the Hamburg Family Fun Fest, you are representing H.E.R.O. at all times during the event. This organization has established a Code of Conduct for all volunteers in order to maintain consistent and standard rules of behavior for participants in our volunteer program. Our volunteer liability policy protects volunteers so long as they are not engaging in willful or negligent misconduct.

Code of Conduct

- 1. Fellow volunteers and patrons are to be treated with courtesy at all times. Communicate and listen with respect while assisting participants and treat them with dignity, expecting the same from participants. Vulgar, demeaning, and sexually suggestive language will not be tolerated from Hamburg Family Fun Fest volunteers. Fighting or physical altercations of any type are grounds for immediate dismissal.
- 2. Security and Medical Personnel are to be called for any situation that has the potential for becoming violent, is unsafe, or a medical risk. They are trained to handle confrontations in a safe, professional manner.
- 3. Volunteers are expected to report for work early enough to ensure a smooth transition from one shift to another; to be trained and appraised of existing situations by others who are preparing to go off duty. If you cannot meet your shift responsibility, contact the volunteer booth or your Coordinator ASAP, so that a replacement may be found. Teenage children may accompany adults on shifts if the coordinators deem this not to adversely affect the volunteer's job responsibilities.
- 4. Volunteers are not allowed to be under the influence of intoxicants or operating under any other altered state of consciousness. This would impair their ability to work in a safe, efficient and polite manner. Persons judged unfit for duty, will be either temporarily or permanently dismissed by their coordinator or Directors. Coordinators, supervisors and all other staff are also accountable in this regard.
- 5. No unauthorized alterations to Bennett Park property, buildings, or vegetation are permitted. Prior consultation and approval by the site supervisor and/or festival director is required before any alterations are made by volunteers or coordinators.
- 6. Operators of equipment must have proper training and authorization. All equipment is to be operated in a safe, responsible manner. Damage to and breakage of equipment must be reported to the coordinator immediately.

- 7. Volunteers, coordinators, supervisors, etc. should be aware at all times that they are representatives of H.E.R.O. to the general public and should conduct themselves in a manner so as not to bring reproach, recrimination, disrespect, degradation, disrepute, misinformation or dissolution to the Festival or Festival staff.
- 8. While we certainly understand that our volunteers are spending their free time and are not compensated, we must require strict adherence to our policy and procedures manual as outlined. Failure to do so could result in dismissal as a volunteer from the Hamburg Family Fun Fest. Notification of dismissal would be given after a discussion with the volunteer; the Volunteer Coordinator and the Festival Director(s).
- 9. Grievance Procedure: H.E.R.O. has a grievance procedure in place for volunteers and all participants. Procedures and forms are available at the information booth. A formal written grievance is required in order for the Board to take action if the parties or coordinators are unable to resolve problems on their own. Any decision made by the Board is final.

APPENDIX C



Safety Protocols

APPENDIX C

Safety Protocols & Policy

Security Volunteers are the peacekeepers and the eyes and ears for the festival. They monitor and observe during the weekend and provide information to remedy minor issues as they arise. When interventions have proven unsuccessful, the Hamburg Township Police are then called in. The Security Volunteers will keep the Security Supervisors apprised of field situations and he/she will act to provide appropriate response and resources. The Supervisor will, in turn, inform and consult the Festival Directors in situations that are a very high risk or will result in police response to the site. He/she will apprise them of the situation and response plan. This procedure is intended to provide the Security Volunteers with the means to consult with the festival supervisory team as needed, but not to hamper efficient response to emergent problems. The police are patrolling the area and are typically able to respond quickly to an emergent situation.

Documentation. All incidents that are high risk MUST be documented. In the event of a serious situation that requires significant attention and response, an incident report needs to be completed by the Security Supervisor, so that we can document and evaluate our response, as well as keep track of potential trouble areas and individuals. Incident reports are to be filed with the Festival Director. **See Appendix G.**

Intervention Protocols for Advanced Volunteers. We hope that you will handle as many questions and problems as you can. However, if you find yourself in a situation which requires additional help, you should seek that help. There are typically other Area Supervisors, and Security personnel available to assist and they have the ability to make contact via radio the Operations Manager. If you are presented with a question, which you cannot answer, refer to a Security Supervisor, or send the person/people to the information booth. Remember to use common sense and discretion when dealing with all situations. We realize you are taking on a lot of responsibility by volunteering. When in doubt, call for assistance.

- A. Should any situation arise in which you need assistance:
 - 1. Contact the Security Supervisor
 - Remain at the site until assistance arrives and gather as much information as possible.
 - 3. While waiting, get names, address, phone numbers and other pertinent information, if parties are cooperative.
 - Do not endanger yourself.
- B. Call for assistance should any of the following occur:
 - Medical emergencies, abuse, lost children/parents, threatening or physically abusive behaviors to others, risk of bodily injury/harm to self and/or others, minors in possession, property destruction,

and/or fire hazards. These are examples of serious incidents and require an immediate call to a Security Supervisor.

 Area Coordinators or Security personnel are to be notified if any person is found in violation of festival rules and guidelines, such as trespassers, theft, possession of alcohol, etc.

Chain of Command. Follow the chain of command has been put in place to ensure the professional and efficient operation of the Hamburg Family Fun Fest. We expect it to be followed at all times.

Evacuation Plan. In the unlikely event that an evacuation of the site is required, all advanced volunteers will be required to assist with an orderly exit procedure. Event Coordinators, Security, and Security Supervisors will implement a site evacuation only after the Festival Directors have notified them to do so, by directing participants to the designated exit area either by vehicle or by foot. Depending on the nature of the event, a partial evacuation may be implemented in a particular section of the festival site. The most common event is likely a fire that originated from a vehicle or ground fire. Another possible situation that may occur is a wind emergency where there is a tornado or wind sheer affecting the site. A terrorist event or a riot is also remotely possible. Each of these events will require a coordinated response.

APPENDIX D



Medical Protocol

APPENDIX D

Medical Protocol – Medical Incidents

(All medical emergencies require an incident report.)

1. Unresponsive or unconscious individual

- a. Summon the medical team and/or security personnel.
- b. DO NOT move the person.
- c. Look for a medical alert tag or bracelet.
- d. Ask bystanders if they know this person and/or they know anything about them, or what might have happened. Document any information acquired.
- e. If this person should awake before medical help arrives, encourage them to stay and accept assistance. If the individual decides to leave the scene prior to assistance, follow, observe and continue to seek assistance.
 - f. Assist the medical staff as directed.
 - g. Control the scene.
- 2. Behavioral Crisis. Call Security Supervisors for any mental health crisis. Alcohol and substance abuse can result in behaviors that mimic mental illness. Bizarre behaviors that are potentially injurious to self or others require intervention. Suggested Response:
 - Remain calm; your calmness will call them down. Assure that they are safe and help is available.
 - b. Contact the Security Supervisor immediately.
 - c. Encourage the person in crisis to sit down and breathe very slowly until they calm down, if he/she is to upset to talk.
 - Report / document the incident if the person chooses not to seek help.
 - e. Listen to the person in crisis; never minimize events/feelings or tell them that they probably imagined the problem.
 - f. Encourage the person to leave any dangerous or violent situation.

- g. Touching of a person in crisis can be traumatic. Avoid touching.
- h. A female victim may not be comfortable receiving help from a male volunteer, or vice-versa.
- 3. PATIENT CONFIDENTIALITY. Medical information is confidential and is also considered legally privileged. DO NOT pass along information to people that do not have a legitimate need to know. An adult is allowed to refuse treatment from the Hamburg Family Fun Fest personnel. If anyone refuses treatment, that is their choice. Document their refusal. Volunteers must attempt to contact parents in situations involving minors under 18.

APPENDIX E



Conflict Avoidance

APPENDIX E

Conflict Avoidance & Intervention Techniques

1. Techniques for Assisting in Managing Conflict

- a. Call for back-up.
- b. Always assume a person will be cooperative.
- c. Be calm, respectful, polite and speak in a relaxed voice.
- d. Remember, if you are aggressive, the other person may become defensive.
- e. NEVER FORCE OR THREATEN.
- f. Physical intervention is not an option.
- g. Stay with one issue at a time.
- Work out problems as they occur instead of saving them for a giant explosion of temper later.
- Remember that you and the other person have the right to think and/or feel. That doesn't mean you have to act upon it.
- Try to find a solution that is acceptable to both parties.
- k. Give yourself and the other person a chance to "blow off" steam before you try to solve the issue.
- Treat each other with respect and honesty.
- m. Don't get into a win-or-lose situation.
- Remain at a safe distance.

2. De-escalating Behaviors of Potentially Violent Persons

- a. Verbal communication/persuasion (only 10-15% of any message is communicated verbally). Body language and stance are important.
- Appeal to reason. Thinking, rational approaches such as problem solving, or re-framing the problem or conflict.

c. Appeal to consequences. Pointing out the end results of intended behavior, attempt to structure in positive perspective, i.e. how not doing something or stopping a behavior will benefit them and demonstrate their cooperativeness, etc.

3. General Tips on Verbal Intervention

- a. Listen, do not interrupt, and do not make threats.
- b. Remain calm, avoid over-reactions.
- c. Remove any onlookers from the situation as soon as possible.
- d. Be prepared to enforce rules and impose limits.

APPENDIX F



Radio & Vehicle Protocols

APPENDIX F

Radio and Vehicle Protocols Training

Event Coordinators, Security Volunteers, and Security Supervisors, will be equipped with VHS radios. All volunteers are encouraged to carry personal cell phones in the event that an emergency arises. Cell phone numbers of the Festival Directors will be provided for use in emergency situations.

1. Radio Usage in EMERGENCY SITUATIONS

- a. <u>IN THE CASE OF AN EMERGENCY</u> declare over the radio while pushing and holding the talk button "EMERGENCY, EMERGENCY" then release the button and wait 10 seconds for a response. Repeat if necessary. All radio traffic is to cease when an emergency is declared. The only responders to a call for emergency will be head of security, police, fire, or festival director(s). All other personnel refrain from a response.
- After declaring an emergency, the appropriate personnel will respond requesting you to declare your emergency.
- c. The volunteer declaring the emergency will give the nature of the emergency followed by what ZONE, EVENT, and/or GENERAL LOCATION of the emergency.
- d. The Responder (police, fire, security, or festival director(s)) will give general instructions on how to proceed. Do exactly as instructed and trained.
- e. Remain at the scene, if possible. While waiting, get names and any pertinent information, if practical and parties are cooperative.
- f. Do not put yourself in harm's way. DO NOTHING YOU ARE NOT TRAINED TO DO.

2. General Radio Use

- Think about what you want to say before you talk.
- Speak clearly and concisely.
- c. Can others hear you?

- d. Use the radio for Hamburg Family Fun Fest related business only.
- e. Push the button and hold while speaking.
- f. Release the button to listen.
- g. Always remember that others are monitoring these radios.
 Maintain discretion and use proper language.
- h. Say the name of whomever you wish to speak to, and your name.

2. Vehicle Usage

Your responsibilities may also require the use of a motorized cart prior to or during the course of the event. These vehicles, as well as the radios, are an integral part of an effective response. They can also present potential dangers to self and others. All persons issued a cart will be instructed in safe operation, and specified usage. All golf carts are on loan and are expected to be properly and appropriately used. Report all cart malfunctions and problems to the information center (concession building north of the playground).

- Carts are to be used only for Festival business and are the responsibility of the assigned Event Coordinator.
- Only trained and authorized volunteers are permitted to operate site vehicles.
- c. Carts are returned to the storage area at the end of the day and checked out the following day unless otherwise approved by the Festival Supervisory Team.
- d. Carts should not be left unattended; always remove key from the cart when not in use.
- e. Re-charging of electric carts is to be done by trained persons only
- f. Always use caution when driving carts, drive slowly and remember there are children and inattentive adults out there.
- g. Avoid uneven ground and mud holes.
- h. Drive at speeds that are acceptable; high speeds result in accidents.

- Should someone with mobility issues require transportation, call the Event Coordinator for further instructions. An on-site shuttle system is being planned.
- Do not overload the cart. It is only designed for reasonable loads.
 Overloading a cart is dangerous and will cause injury to self and others.
- k. Always use headlights or flashlights during night-time hours.

APPENDIX G



Incident Report / Grievance Procedure

APPENDIX G

Incident Report / Grievance Procedure

1. Incident Report

An incident report form is attached to the training manual or readily available from the Command Center/Information Booth. All serious situations and those that require significant intervention of coordinators and advanced staff should be documented.

DO NOT make statements regarding the cause of the incident. Give no opinions or conjectures to anyone. DO NOT ADMIT LIABILITY. Use only the acceptable statement: "The incident is under investigation. We are doing everything we can at this time. We will let you know when more information becomes available."

Witnesses: Secure names, addresses and phone numbers (home, work, mobile) of witnesses as soon as possible after the incident.

Photos: Take photographs of the scene, if applicable, as soon as possible.

FOLLOW THE ESTABLISHED PROCEDURES FOR HANDLING AN EMERGENCY.

Only the designated, qualified, H.E.R.O. DIRECTOR will make ALL private, public, and media statements. Alert all volunteers involved that only the designated person shall respond to all inquiries for information.

2. Grievance Procedures

Persons who have an issue about the Festival rules or behavior of volunteers can file a grievance form, which is available at the Command Center.



INCIDENT REPORT FORM

It is important that details of any known incident or injuries that occur on site to volunteer staff or the public taking part in the festivities at the Bennett Park facility during the Hamburg Family Fun Fest are recorded. Please complete this form including as much detail as possible and return to the Festival Director without delay.

DATE OF INCIDENT:		_ TIME OF INCIDENT:	
EXACT LOCATION OF INCID	ENT:		
	ORT:		
NAME(S) ALLEGED VIOLATO	OR(S) OR INJURED:		
NAME:			
ADDRESS:			
PHONE:			
WITNESS(ES):			
NAME:			
ADDRESS:			
PHONE:			1
DETAILS OF INCIDENT:			
		(USE BACK OF FOR	M FOR ADDITIONAL INFORMATION)
SIGNED:		DATE:	
OFFICE USE ONLY:	DATE REPORT RECEIVED:		

HAMBURG FAMILY FUN FEST

Manly Bennett Park Hamburg, Michigan



GRIEVANCE FORM

This form is to be used by persons having issue with the Hamburg Family Fun Fest rules or behavior of a volunteer(s).

lame of Grievant:
Address:
Phone:
Grievance Filed Against:
lature of Grievance:
Proposed Resolution:
signature of Grievant:
Date:
fice Use Only:
ate Report Received: By:

APPENDIX H



Alcohol Enforcement Plan

APPENDIX H

Alcohol Enforcement Plan

The goal of the alcohol enforcement plan is to provide a Festival with a safe and family-friendly atmosphere. It is the intent of the plan to restrict alcohol in all areas of the park facility during the 4-day event.

1. Alcohol Possession at the Festival

Persons found to be in possession of alcoholic beverages will be asked to dispose of it on the spot or escorted to their vehicle by Security Volunteers to secure the alcohol off the grounds where the activities are taking place. Minor in Possession offenses will be handled by the Hamburg Township Police Department. Other volunteers are encouraged to monitor and observe for adherence as well as appropriate and responsible behavior. Behavior that is so egregious as to create problems and safety risks will be responded to by the Hamburg Township Police Department.

2. Public Drunkenness

Public drunkenness and disorderly conduct will result in expulsion from the Festival as determined by the Security Supervisors, Hamburg Township Police Department or Festival Directors.

APPENDIX I



Public Demonstrations Policy

APPENDIX I

Public Demonstrations Policy

Policy: USE OF HAMBURG FAMILY FUN FEST OUTDOOR PREMISES;
PUBLIC DEMONSTRATIONS

Adopted: May 31, 2012

Manly Bennett Park – East & West, is deemed to be under the direction and management of H.E.R.O. during the time period in which the Hamburg Family Fun Fest is held through the approved park use permit issued by Hamburg Township. H.E.R.O. through the authority granted by Hamburg Township Board of Trustees and by way of adoption of this policy, regulates the use of the premises.

General Information and Background

The H.E.R.O. Board of Directors have used the following guidelines, based upon constitutional principles, in developing and approving this Policy. These guidelines are taken from state and local statutes, constitutional standards under the First and Fourteenth Amendments, due process and equal treatment under the law.

Public Demonstrations

Individuals/groups may demonstrate, picket, hand out informational literature, or seek signatures for petitions outside the Fun Fest grounds (in a designated area) provided they are quiet, orderly and do not block entrances, walking paths, parking places, or otherwise interfere with free access to or use or operation of the festival premises; and provided they do not disturb or harass those entering or leaving the festival, or insistently attempt to engage them in conversation.

The presence of demonstrator(s) does not constitute an endorsement by H.E.R.O. of the opinions or points of view expressed or espoused by the demonstrator(s).

Any person or group who violate these rules and regulations will be asked by a H.E.R.O. representative to leave the premises. H.E.R.O. representative(s) may seek assistance from the appropriate agencies.

APPENDIX J



Political Campaigning Policy

APPENDIX J

Political Campaigning Policy

Adopted: February 27, 2006

As part of its overall purpose of providing family oriented activities for the community at large, the Hamburg Enhanced Recreation Organization (H.E.R.O.) is a non-profit organization committed to a policy of complete neutrality as to any political candidates, events or campaigns. (Reference: IRS 501(c)(3) Rules of Operation – "A 501(c)(3) operation must absolutely refrain from participating in the political campaigns of candidates for local, state or federal office.")

During the course of presenting community oriented events financed through community donations and made possible by volunteer efforts of the local citizens, it is anticipated H.E.R.O. will be requested by various political groups or their representatives to utilize these events for political purposes. In order to maintain the political neutrality of all of the activities of H.E.R.O. and fulfill IRS requirements the following policies are hereby adopted regarding political campaigns, events or activities:

- No political group or candidate may use an event sponsored by H.E.R.O. or a facility owned, operated, or controlled by H.E.R.O. for political or campaign purposes for any political ideology or goal. Political candidates, groups, or their representatives may not utilize such facilities to distribute any campaign information regarding any particular candidate, political issue or political agenda. H.E.R.O. will not condone, approve or allow any such political solicitations.
- Political posters, signs and advertisements will not be allowed by H.E.R.O. during any of its activities or on any properties owned, operated or utilized by H.E.R.O. in any of its activities.
- H.E.R.O. will not endorse any political party, event, or activity of any kind or nature and will do all that it can to discourage any person or group from associating with H.E.R.O. in such a way as to suggest H.E.R.O. supports any of such activities.
- 4. H.E.R.O. reserves the right to remove any groups, persons or their representatives from any of its events or the premises upon which the events are conducted for failure to comply with these policies.

APPENDIX K



COVID Mediation Plan

APPENDIX K

COVID Mediation Plan

Venue

- All MDHHS requirements for outdoor events will be followed.
- A queue line will be placed at ride entrances and exits to pace entry and exit in an effort to limit congestion.
- Booths or vendors at events will be set up to meet the following:
 - To allow spacing for vendor load-in and loadout such that vendors and staff can maintain a safe distance from each other as much as possible.
 - o A minimum of 6 feet will be provided in between booths.
 - A single line of booths will be created where possible instead of double rows. If this is not possible, 10 foot thoroughfare between the two sides will be created.
 - Vendors will be asked to have layouts that promote social distancing.
 - Ropes, cones or tape will be used where necessary.
 - Setup timelines will be extended to allow vendors more time to set up..

Vendors/Volunteers

- Volunteers will be trained in proper use of protective equipment, and emphasize that they should refrain from face-touching.
- Volunteer handwashing/sanitizing will be encouraged frequently throughout the day.
- Volunteers who have been in close contact with a person suspected or confirmed to have COVID-19 (generally within 6 feet for at least 15 minutes, depending on level of exposure) should not report to work and should selfquarantine.
- When possible, volunteers will be grouped into teams or shifts that stick together to limit mixing between different teams or shifts.
- All volunteers will follow the MDHHS rules regarding the wearing of face coverings.

Performers/competitors

 Performances with vocal speech or singing, wind or brass instruments, or activities that cause heavy breathing will be situated 25ft from patrons. Performances with no forced exhalation as in the prior examples, like a piano, harp, or organ player, must be a minimum of 6ft from patrons, but 25ft is preferred.

- Participants (e.g., players, performers, actors) who have been in close contact with a person suspected or confirmed to have COVID-19 should not participate and should self-quarantine.
- Physical spacing between performers on-stage will be maximized.

Hosts/attendees

- Attendees will be encouraged to stay home if sick or exhibiting COVID-19 symptoms.
- Frequent handwashing/sanitizing will be encouraged.

Golf Cart Shuttle Service

 Volunteer shuttle drivers will be required to follow the MDHHS rules regarding the use of face masks outdoors.

APPENDIX L



Dogs / Service Animal Policy

APPENDIX L

Dogs / Service Animals Policy

The Hamburg Family Fun Fest (Festival) MUST follow Hamburg Township Ordinance No. 87-Am § 5.0, Section 4-22 (d) Except as provided herein, all dogs or other domestic animals, except those used in conjunction with a park use permit, are prohibited from entering onto any public property or section of public property where a public event is being hosted pursuant t a park use permit unless otherwise approved by the Township Board in the park use approval process.

In addition, the Festival MUST also follow the U.S. Department of Justice ADA requirements as related to service animals.

Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Under the ADA, State and local governments, business, and non-profit organizations that serve the public generally must allow service animals to accompany people with disabilities in all areas of the facility where the public is normally allowed to go. Emotional support, therapy, comfort or companion animals are not considered service animals under the ADA. These terms are used to describe animals that provide comfort just be being with a person. Because they are not trained to perform a specific job or task, the do NOT qualify as service animals under the ADA.

Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the with the animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

When it is not obvious what service an animal provides, only limited inquires are allowed. Staff may ask just two questions: (1) is the dog a service animal required because of a disability?; and (2) what work or task has the dog been trained to perform? NO questions can be asked about the person's disability; require medical documentation; require special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task. Service animals are not required to wear special identification or provide documentation.

A person with a disability cannot be asked to remove his service animal from the premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When there is a legitimate reason to ask that a service animal be removed, staff must offer the person with the disability the opportunity to goods or services without the animal's presence.

When a visitor arrives at the entrance to the Festival grounds with a dog or other domestic animal, the volunteer stationed there will point out that, per Hamburg

Township Ordinance, dogs/animals are not allowed on site during the festival. If the person states that their dog is a service animal, they will be directed to the Information Center located on site. No questions are to be asked of the individual. They will be taken care of by trained volunteers at the Information Center.

APPENDIX M



Command Structure

