



Hamburg Township Manly Bennett Park

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

Park Use Application

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): Heritage Vintage Market

Name of Event: Heritage Fall Market

Type of Event: Vendor/Craft Show Park Use Category #: 4 - Event Use

Applicant Name: Shari Blackburn, Joseph Pedrotti

Date(s) of Event: 09/17/2023 Time(s) of Event: 7am-8pm

Applicant Address: 9040 Farley Rd. Suite or Apt #:

Applicant City: Pinckney State: MI Zip: 48169

Contact Person (present during use): Shari Blackburn

Contact's Affiliation with Applicant:

Contact's Phone: 810-308-8398 Contact's E-Mail: heritagehomeaccents@gmail.com

Event Co-applicant, if any:

All Co-applicants must also sign all applications and waivers. Co-applicant relationship to Applicant: husband Joseph Pedrotti

Co-applicant's phone: 810-844-6888

Insurance Information:

Insurance Carrier: Hartland Insurance

Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy.

Policy #: B177075 Expiration Date: 12/2/2023

Limit of General Liability: 1,000,000 Occurrence 2,000,000 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: To host 150 +/- Vendors in 10x10 and 10x20 Booth Space to display and sell hand made, Vintage, Wholesale products, and food trucks

Total Number of participants/spectators/guests anticipated during event: 1500

Average of participants/spectators/guests anticipated at any given time: 400

Site of Proposed Event; include all areas of the parklands that will be used: Large event area, F2 F3 and B4

See layout map, 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: unknown

Number of Volunteers: _____ Are Volunteers trained?: _____

Please attach copy of Volunteer Handbook if applicable

Will tents be used?: yes If so, please indicate locations: 10x10 and 10x20 pop up canopies will be used

- No tents on sports fields/sprinklers

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: 4.00

Parking fee charged? If so, how much: no Valet service available? yes

Will Food/Beverages be served? If so, types of food and name of persons serving: yes, food trucks unknown

Will need insurance/permits for all vendors along w/ inspection

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: no

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: pets on leash only - No pets allowed

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: bounce house (maybe) - will need insurance and AI cert.

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: standard size trucks and trailers for unloading and loading of products.

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: no

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: _____

Other information regarding your event that you feel may be helpful: we would need access to the park on 09/16/2023 for setup of event, we will provide security for the equipment during closed hours the night of 09/16

Setup to work around sports activities if any

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 information 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.

Initials: slb

Public Health & Safety: The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance³ with the Michigan Sports Concession Law, Acts 342 & 343, Public Acts of 2012, as referenced in the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the above statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township parkland facilities.

Initials: slb

Applicant's Signature: Shari Blackburn Date: 02/08/2023

Co- applicant's Signature: Joseph Pedrotti Date: 02/08/2023

Parks Coordinator: [Signature] Date: 2/8/23

For office use only

Comments: _____

Meeting Approval Dates: _____ Parks & Recreation _____ Public Safety _____ Township Board

Application has been (Circle one) Approved Denied

Hamburg Township Representative: _____

Heritage Vintage Market

ReLoved-Repurposed-Vintage-HandMade-Boutique

Good Ol' Days Fall Festival

100+

Vendors/Crafters

Food Trucks

Free Hay Rides

Pumpkin Patch

Live Entertainment

Face Painting

Bounce House

Sept. TBD 2023 10am-5pm

Manly W. Bennett Park,

10405 Merrill Rd,

Whitmore Lake, MI 48189



About Heritage Vintage Market

Heritage Vintage Market was founded by Husband and Wife Team Shari and Joseph that are vintage and home decor enthusiasts who are passionate about preserving the past and sharing it with others. We wanted to create a platform where people could come together to discover and appreciate vintage finds, handmade goods, and artisanal food products.

The idea for Heritage Vintage Market was born out of a love for all things vintage, unique and pretty. We saw a need for a marketplace where vendors could sell their vintage and unique items at an affordable price and where shoppers could discover hidden gems and one-of-a-kind pieces.

After months of planning and preparation, Heritage Vintage Market was launched as a traveling flea market in 2019 that visits different locations across our great state of Michigan. The market is carefully curated to ensure that shoppers can find truly special pieces that are in excellent condition.

The market is more than just a shopping destination, it's a community. The vendors at Heritage Vintage Market are passionate about their items and are happy to chat with shoppers and share their stories. This creates a fun and engaging atmosphere that makes the market a great place to spend an afternoon.

Heritage Vintage Market is also dedicated to supporting local artisans and small businesses, by showcasing their handmade goods and artisanal food products.

We believe that preserving the past is important, by also supporting the local community and the artisans. We are passionate about sharing our love for vintage and unique items with others, and we look forward to welcoming you to Heritage Vintage Market!

Heritage Vintage Market

ReLoved-Repurposed-Vintage-HandMade-Boutique

Subject: Proposal for Heritage Vintage Market at Manly W. Bennett Park

Committee Members:

Mike Dolan, Cindy Michniewicz, Cliff Auxier, Jeffrey Muck, Deby Henneman

We are excited to introduce a new market proposal, the Heritage Vintage Market, set to take place on September 17th 2023 pending approval at Manly W. Bennett Park.

Our team at Heritage Vintage Market is passionate about preserving and promoting vintage goods, antiques and unique finds from local artisans and collectors.

Our market is designed to bring together the local community and offer them a unique shopping experience. With a curated selection of vintage goods, antiques, and handmade crafts along with live entertainment, hay rides and pumpkins provided by one of our local orchards and possibly a bounce house, we are confident that our market will be a huge success.

The Manly W. Bennett Park is an ideal location for our market, with its beautiful scenic setting and ample parking facilities, it is sure to attract a large number of visitors. We believe that the park's central location, combined with its vast amount of space available makes it the perfect place to host our market.

Our team will be responsible for the setup, management, parking attendant, security, and cleanup of the market. We are confident that our market will be well received by the local community. In order to ensure the success of our market, we will be working closely with local businesses, community organizations, and media outlets to promote the event.

We believe that the Heritage Vintage Market will bring economic and cultural benefits to the community. The market will provide a platform for local small businesses to showcase their wares and connect with customers and it will also bring visitors to the area increasing foot traffic and generating revenue for local businesses

We would be honored if you could support our proposal for the Heritage Vintage Market at Manly W. Bennett Park, and we look forward to doing business with you in the future.

Thank you for your time and consideration.

Sincerely,

Shari Blackburn and Joseph Pedrotti
Heritage Vintage Market Team
9040 Farley Rd.
Pinckney MI, 48169
810-308-8398

www.heritagehomeaccent.com

www.oldeheritagemarket.com

www.facebook.com/oldeheritagemarket

Sample of the contract and release of liability that all participants are required to agree to:

Heritage Vintage Market
Shari Blackburn 810-308-8398 Cell/Text
Joseph Pedrotti 810-844-6888 Cell/Text
E-Mail oldeheritagemarket@gmail.com
Site: <https://www.oldeheritagemarket.com>
<https://www.facebook.com/oldeheritagemarket>

ACCEPTANCE: The applicant acknowledges decisions with request to applications, will be necessarily subjective and applicant specifically waives, releases, and hold harmless, Heritage Vintage Market, from any actions, or damages arising out of an application denial.

SALE OR PURCHASE: Heritage Vintage Market is not in any way responsible for the sale or purchase of items. Heritage Vintage Market is not responsible to enforce the terms of any sales transactions between the vendors and customers who participate in the Heritage Vintage Market. **CANCELLATION:** We have a no refund policy, we will move you to another show date or location in the event that you are unable to attend, If you have given us a minimum of 2 weeks notice that you will not be attending that show you originally selected.

RIGHT TO PROHIBIT: Heritage Vintage Market prohibits alcoholic beverages at the event, and reserves the right to prohibit any item in its sole and exclusive discretion deems necessary to protect the general health, safety, reputation and welfare of the public including firearms, stun guns or any other weapons, or any other material deemed offensive to local community standards. Under no circumstance will anything political be allowed to be displayed by any vendor while on the grounds of market or on any and all public pages on FB. Instagram or any other digital platform that is connected to the Heritage Vintage Market Brand.

INSURANCE Heritage Vintage Market will not offer any insurance to any vendor that may participate. Vendors assume any and all liability and responsibility during and after said market. As the organizer of the market event Heritage Market will insure the event and grounds. In accordance to requirements made by local and state regulations.

FOOD VENDORS Any and all food vendors that will prep and prepare food items on site must supply an up to date ServSafe certificate on the day of the event that Heritage Vintage Market will forward on to the local health department.

RESTROOMS Restrooms are available for use by all vendors and attendees.

SANITATION It is the responsibility of all vendors to keep their space CLEAN and to pick up any trash in there area during and after said event, there will be trash receptacles on the grounds, if for any reason that Heritage Vintage Market Staff is required to clean up a vendors space after tear down the vendor will be billed a 150.00 clean up fee.

Safety is the sole responsibility of the vendor to create a safe environment within their own space, to include securing any and all trip/fall hazards. Tent must be secured to ground all displays must be secure in a way that they are safe and will not fall on vendors or patrons. Heritage Vintage Market will not be held responsible for setup, tear down, security or any other matter that relates to the vendor activities.

Release of Responsibility

Participation in the Heritage Vintage Market is at their own risk: risk can include Wind, Rain, Lightning, Floods, or any other act of god, by agreeing to this contract of service you also understand and release Heritage Vintage Market of any and all responsibly to also include but not limited to loss, theft, vandalism, to include vendors and customers alike. You as the vendor will be participating at your own risk. By clicking agree in the online form all Vendors/Artist understands and agrees to all terms and conditions of said contract.

WAIVER, RELEASE AND INDEMNITY AGREEMENT By clicking I agree in the online form you are agreeing that you __ (also referred to as "Vendor" in the attached Agreement), acknowledge and understand, for myself and for my agents, representatives, heirs and assigns that, as a condition of being allowed by the Organizer and as a vendor participant in the privately operated Heritage Vintage Market at any and all events, the activities in which I may participate, may expose me to serious risks of (1) injury to my person or my property, or (2) liability for injury to other persons or other property arising wholly or partially from my vendor activity. With full knowledge of those risks, I request that I be permitted to participate in the Heritage Vintage Market. I further agree that I have carefully read and understand the attached Vendor Application and Agreement and agree to comply with all of its terms. I further agree that I fully intend that the Heritage Vintage Market have the benefits of the attached Agreement and this Exhibit A as a condition of my participation as a Vendor. In consideration for approving my application to participate as a Vendor at the Heritage Vintage Market, I, for myself and for my agents, representatives, heirs and assigns, do hereby agree, to the fullest extent allowed by law, to defend, indemnify and hold harmless, and further hereby do demise, release and forever discharge the Heritage Vintage Market organizer and any and all grounds or organization that may be in use, including its officials, officers, employees, agents, representatives and successors from and against any and all liabilities, losses, personal injury claims, wrongful death claims, property damage claims, suits, judgments, damages, costs, expenses, legal fees, and controversies of any kind at law and in equity, which may be asserted against the Heritage Market, which arise out of, or in any way are associated, directly or indirectly to my participation in or presence at the Heritage Vintage Market. The foregoing shall waive all causes of action, damages, claims and demands and forever discharge both Heritage Vintage Market, including its officials, officers, employees, agents, representatives and successors from any and all claims, demands, liabilities, and controversies including costs and/or attorney fees, which may arise out of and/or are associated in anyway, directly or indirectly to the undersigned's participation in or presence at the Heritage Vintage Market, whether involving injury to my person or property, or to the person or property of any third party. (By clicking agree on the online form you agree and acknowledge this waiver) I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY REVIEWED THE ABOVE LANGUAGE AND UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS, AND THAT I HAVE SIGNED IT VOLUNTARILY FREE FROM DURESS OR UNDUE INFLUENCE, AND AFTER AN OPPORTUNITY TO ASK QUESTIONS AND AFTER BEING ADVISED AND GIVEN AN OPPORTUNITY TO SEEK THE ADVICE OF MY OWN ATTORNEY.



Sample Layout:

We anticipate with this layout to offer space for up to 150 vendors, mostly in 10ft x10ft and 10ft x 20ft spaces. We would utilize extra space for food trucks/trailers. If there is electric availability we would place food trucks in them locations if its close enough to the market area.

Bounce House: If we decide to offer a bounce house is (subject to liabilities, insurance and board approval) we would have to discus a potential location.

We will provide our own porta-jon company that will more then likely need to deliver and setup on Friday September 15, we can expect anywhere from 1500 to 4000 customers to attend throughout the day.

