
TO: Hamburg Township Board of Trustees

FROM: Deby Henneman, Township Coordinator

DATE: February 20, 2025

AGENDA ITEM TOPIC: East MI Panthers – 2025 Seasonal Use of Soccer Fields – Primary H2

Number of Supporting Documents: **1 – Park Use Packet**

Requested Action

Recommend approval of the Park Use Application for East MI Panthers, as outlined in application dated 1/24/25, for 2025 soccer season activities, with fields to be scheduled through the Parks Department, subject to Blackout Dates and construction schedule, contingent on the following:

- **Certificate of Insurance reflecting Hamburg Township as Additional Insured be received**
- **The Clerk Department is provided all requested documents to their satisfaction**
- **That applicant be charged the rate for field use as outlined in the Administrative Fee Schedule**

Background

This applicant has been playing on our fields for years, and works well with the other groups who actively use the fields. The dates of their games/practices have already been entered into the calendar, primarily on field H2.

They have been made aware of the upcoming construction, the closure of field H8, as well as all Blackout Dates which prohibit them from using the fields. They have been patient as we transitioned from volunteer-maintained fields to the Township taking a more active role, sometimes assisting with striping or making repairs to nets over the years.

We now hire Legacy to provide the initial striping with their GPS guided robot at the beginning of each season, and have a vendor maintain those stripes for us throughout the year based on our usage calendar. We also plan to make upgrades to the goals and nets which are in poor condition.

Park fee revenues in 2024 for this user were approximately \$2,880.00, at a \$35.00 rate per field, for a 2-hour timeframe.



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): East Michigan Panthers

Name of Event: Soccer games and practices

Type of Event: games and practices Park Use Category #: 2 - Qualified User

Applicant Name: Kathie Marshall

Date(s) of Event: multiple dates in March/April and May Time(s) of Event: ranging from 4-8 pm

Applicant Address: 5574 Richardson Rd. Suite or Apt #: _____

Applicant City: Howell State: MI Zip: 48843

Contact Person (present during use): Andrew Florczak

Contact's Affiliation with Applicant: He is a coach for Panthers

Contact's Phone: 734-272-9410 Contact's E-Mail: andrew.florczak@gmail.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: K&K Insurance

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

Policy #: 6BRPG0000007893500 Expiration Date: 5-31-2025

Limit of General Liability: 5,000,000 Occurrence 1,000,000 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: soccer games and practices

Total Number of participants/spectators/guests anticipated during event: practices: about 25 games: about 75

Average of participants/spectators/guests anticipated at any given time: 40

Site of Proposed Event; include all areas of the parklands that will be used: Bennett Park West soccer fields

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: n/a

Number of Volunteers: _____ Are Volunteers trained?: _____
Please attach copy of Volunteer Handbook if applicable

Will tents be used?: _____ If so, please indicate locations: _____

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: n/a

Parking fee charged? If so, how much: _____ Valet service available? _____

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

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: n/a

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: n/a

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: n/a

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: n/a

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: n/a

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: Need striping for fields before games especially;
need lawn mowed before games especially.

Other information regarding your event that you feel may be helpful: n/a

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: KM

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: KM

Applicant's Signature: See att Date: 1-24-24

Co- applicant's Signature: [Signature] Date: 2/20/25

Parks Coordinator: [Signature] Date: 2/20/25

For office use only

Comments: _____

Meeting Approval Dates: 2/25/25 Parks & Recreation 3/4/25 Public Safety 3/4/25 Township Board

Application has been (Circle one)



Approved



Denied

Hamburg Township Representative: _____

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay or settle, on behalf of, indemnify, and hold harmless Huntingburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Huntingburg Township against any and all claims, demands, suits, or losses, including all reasonable attorneys' fees, and for any damages which may be asserted, claimed, or recovered against or from Huntingburg 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 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 setup, use and tear-down of the use and all activities related to the event and under no circumstances shall the use of the park be granted or added to any other group or organization without the express written permission of the Huntingburg Township Board of Trustees.

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

External Property Damage Claims: The applicant hereby releases Huntingburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Huntingburg 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 Huntingburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant.

Indemnify: N/A

Public Health & Safety: The applicant hereby covenants and agrees that they have complied with all impose and laws, of Indianapolis, Indiana and that they are in compliance with the Indianapolis Sports Concussions Law, Acts 242 & 243, Public Acts of 2012, as referenced in the Park Facility Use Policy and outlined in Appendix A. The applicant understands that violation of this covenants and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Huntingburg Township parkland facilities.

Indemnify: N/A

Applicant's Signature: _____

Date: _____

1-24-25

Co-applicant's Signature: _____

Date: _____

Parks Coordinator: _____

Date: _____

For office use only

Comments: _____

Meeting Approved Date: _____

Public Safety

Township Board

Applicant has been (Check one)

☐ Approved

☐ Rejected

Huntingburg Township Representative: _____