

## REQUIRED DOCUMENTS FOR A SPECIAL EVENT PERMIT AND EVENT APPROVAL PROCEDURE

The following lists all documents required for a complete submittal of a Special Event Permit application.

## **Special Events Permit**

To initiate the special event application process, event organizers must complete and sign a Special Events Permit Form. The application must include a brief description and purpose of the event, the dates and times of the event, including setup and clean-up dates, and a complete listing of contact information for the event organizer. The contact person listed will serve as the emergency contact for the event. The contact person listed must be present at the event. If not, another emergency contact person must be named.

## **Event Map**

The application form must be accompanied by an event map. The map must clearly show the location(s) for each activity during the event.

## **Hold Harmless Agreement**

A Hold Harmless Agreement is included with the application form and must be completed, signed, and returned as part of the application package. The Hold Harmless Agreement form must include TWO witness names and signatures in addition to the applicant's name and signature.

## Insurance Certificate

All sponsors of special events shall carry general liability insurance with coverage for bodily injury, death and property damage of at least \$1,000,000 per occurrence, and \$1,000,000 aggregate. In addition, an event sponsor shall be required to provide a valid certificate of insurance naming the Village of Lake Orion as an additionally insured must be included in the application package. The insurance certificate policy must include the date(s) of the specified event, including set up and tear down, and the Village's address, listed as:

Village of Lake Orion 21 E. Church St. Lake Orion MI 48362

Based on the nature of the event the applicant may be required to provide additional insurance.

## License Agreement (if applicable)

A License Agreement approved by Village Council is required for all events.

### Temporary Sign Application (If applicable)

Special events that will be erecting temporary signage before or during the event must complete a Sign Permit Application. Sign regulations including exempt signage as well as temporary sign regulations are listed in Chapter 155 of the Village of Lake Orion Code of Ordinances found on the Village of Lake Orion Website at <u>www.lakeorion.org</u>. The permit application can be found here on the Village's website. Signage may have separate fees associated with it.

## Request to Use Village Equipment (If applicable)

Special events that will require street closures or the use of other Village equipment must complete a Request to Use Village Equipment Form.

## **Pre-Application Meeting**

Prior to submitting your Event Application Form, you will be required to set up a meeting with the Village Administration including representatives from the DPW, Fire Department, and Police Department to review your event. Please contact the Village Offices at (248) 693-8391 extension 105 or at <u>events@lakeorion.org</u> to set up an appointment.

## EVENT APPROVAL PROCESS

## Village Administration Internal Review

Complete Application package should be submitted in person or mailed to Village Hall located at 21 E. Church St. or via electronic mail to the Village Office at <u>events@lakeorion.org</u>. Event applications shall be submitted 120 days in advance of your event date. Event review will not move forward until such time as all required documents for the event have been submitted.

Upon receiving complete application packages, the Village administration will begin their review. The Police Chief, Director of DPW, Orion Township Fire Marshall, and Orion Township Building Official (as needed), DDA Executive Director and Events Committee Members will be notified of the event and asked to review the application package. The applicant will be notified of any additional items required for approval.

## Village Council Approval

All events as require Village Council approval prior to the start of the event. The Village Council meets twice a month, typically on the second and fourth Mondays of each month. The applicant will be notified when their application will be placed on the Village Council agenda. The Village Council may approve, approve with conditions, deny, or table the special event request.

## **Preparation for Event**

Upon approval, the applicant will be required to work with applicable Village departments to ensure the success of their event. For example, this may require working with the Police Department for requested road closures and public safety measures.



Village of Lake Orion

21 E. Church Street Lake Orion, Michigan 48362 Tel 248.693.8391 Fax 248.693.5874 www.lakeorion.org

## EVENT PERMIT APPLICATION

Date of Ap	pplication: 10/9/2024	Date Application Fee Paid:		
Connection	- Organization's Logal Namo:			
Sponsorin	ng Organization's Legal Name:			
	Lake Orion DDA			
Phone 2	248-693-9742	Fax		
Email k	bloom@downtownlakeorion.org	Website downtownlakeorion.org		
Sponsorin	ng Organization's Agent Name:			
Janet	Bloom '			
Phone	248-693-9742	Fax		
Email	Bloom@downtownlakeorion.org	Website		
Event Name: Sing & Stroll Tree Lighting				
Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary)				
Tree lighting ceremony. Music from 5-7pm along with performances from local dance, choir, and theatre groups, and DJ. Hot cocoa Bar, Fire pits to roast marshmallows, and signing carols. Santa and Mrs. Claus onsite. Horse and Carriage Rides.				
Date/Hou	urs of Event:			
11/21	l/2024 5-7pm			
set u	urs of Set-up and Tear Down: up: 11/21/24 4pm r down: 11/21 7:30pm			



Village of Lake Orion Special Events Permit Page **2** of **6** 

Event Location and Boundaries				
Event Location and Doundaries				
Children's Park & Gazebo				
	or each activity during the event, including but noy limited to			
the following:				
Tent locations				
Parking / loading areas				
Food / drink stations				
<ul> <li>Streets and parking lots to be closed</li> <li>Walk / run routes</li> </ul>				
Walk / run routes     Anticipated staffing				
Loading locations				
<ul> <li>Porta john locations and number</li> </ul>				
Trash/dumpster				
Event staff parking				
Will street closures and/or Parking Lot closures be ne	cessary: ( ) Yes (X ) No			
If yes, describe, including: date and time of closures,	setup schedule and take down schedule, and time you			
will need the parking lot for deliveries.				
Coordinating with Another Event:	If Yes, Event Name			
Coordinating with Another Event: YES NO	If Yes, Event Name			
YES NO	If Yes, Event Name			
	If Yes, Event Name			
YES NO	lf Yes, Event Name			
YES NO	If Yes, Event Name			
YES NO	If Yes, Event Name			
YES NO Event Name/Details:	If Yes, Event Name			
YES NO Event Name/Details: Event II Type of Event <i>(See definitions attached to informati</i>	nformation on page)			
YES NO Event Name/Details: Event II Type of Event <i>(See definitions attached to informati</i>	nformation			
YES NO Event Name/Details: Event II Type of Event <i>(See definitions attached to informati</i>	nformation on page)			

\*If the event is sponsored by a Non-Profit please provide proof of non-profit status.



Village of Lake Orion Special Events Permit Page **3** of **6** 

Annual Event: Is this event expected to occur next year? (X) Yes () No If Yes, you can reserve a date for next year with this application. To reserve dates for consideration for next year please provide the next year's specific dates. Event Application Form will need to be filled out for each year's event. 11/20/2025
Is this event a Fund raiser? ( ) Yes ( X) No If YES, indicate beneficiary information:
Is this the first time the event is being held in the Village of Lake Orion? ( ) Yes ( $_{\rm X}$ ) No Describe:
Was this event previously held outside the Village of Lake Orion? ( ) Yes (x ) No Describe:
Total estimated attendance each day 500 people
What parking arrangements will be necessary to accommodate attendance? Describe:
Use of lots P5, P9, P8, P3, P2, P1, S1, S2, S3, S5, and street parking <b>NOTE: For events over 100 people, you must submit a parking plan.</b>
How will trash be handled?
Describe: Use of regular bins, additional 4 cardboard bins placed within event bounds



Village of Lake Orion Special Events Permit Page **4** of **6** 

Is amplification of music or speakers planned or anticipated? $(x)$ Yes () No
If yes, describe, including the dates and times and the maximum limit and amplification:
Holiday music and performers, DJ, requested music from 5-7pm. Volume in accordance with
city ordinance.
Will tents be used: ( ) Yes ( ) No
If yes, indicate number of tents, use of each, location and size:
Portable restrooms: ( ) Yes ( ) No
If yes, number of portable restrooms and location:
1 handicapped stall by the
children's park parking lot
children's park parking loc
Will alcoholic beverages be served: ( ) Yes ( X ) No
If yes, describe:
n yes, describe.
Is liquor license issued by the State of Michigan?()Yes ()No?
If yes, whose name is the license issued to:
and the standard standard still and with in 45 days of the Europh
Copy of License must be submitted to the Village within 15 days of the Event.
Will food and beverages be sold: ( ) Yes ( x ) No
If yes, describe:
λ
All food vendors must be approved by the Oakland County Health Departments. No permit is necessary
where only pre-packaged, ready-to-eat type foods are sold from a concession stand or booth.
Will merchandise be sold: ( ) Yes (X ) No
If yes, describe:



Village of Lake Orion Special Events Permit Page **5** of **6** 

WILL THE EVENT REQUIRE THE USE OF ANY OF THE FOLLOWING MUNICIPAL EQUIPMENT?
Electrical Connections: ( X ) Yes ( ) No
If yes, describe:
Outside on Gazebo utilized for tree lights, blow up decor, spotlights and DJ equipment. Some
Broadway tree outlets for blow up decor.
Water: ( ) Yes ( X ) No
If yes, describe:
·
Barricades and/or Traffic cones: () Yes () No
If yes, complete "REQUEST TO USE VILLAGE EQUIPMENT FORM":
Do you have need of emergency fire equipment, such as ambulance? ( ) Yes (X ) No
If yes, describe:
Other Village services: ( ) Yes ( ) No
If yes, describe:
EVENT SIGNS
Will this event include the use of signs? (×) Yes () No
If yes, complete the "TEMPORARY SIGN PERMIT APPLICATION".



Village of Lake Orion Special Events Permit Page 6 of 6

## **CERTIFICATIONS AND SIGNATURES**

I understand and agree on behalf of the sponsoring event the following must be provided 30 days prior to the event:

- A. A Certificate of Insurance in the amount of \$1,000,000 liability insurance and \$1,000,000 aggregate insurance must be provided which names the Village of Lake Orion as an additionally insured party on the policy. (See Insurance Certificate on "Required Documents for a Special Permit Sheet".)
- B. Event sponsors are required to sign a Hold Harmless Agreement form.
- C. Event sponsor is required to contact the Orion Township Fire Department at least one week prior to the event to set up a time for inspections prior to the event.
- D. All food vendors must be approved by the Oakland County Health Department.
- E. The approval of this Special Event may include additional requirements/and or limitations, based on the Village's review of this application.
- F. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the Village and will promptly pay any billing for Village services which may be rendered.
- G. If the event is serving alcohol, a copy of the Liquor License issued by the State of Michigan shall be provided to the Village prior to the event.
- H. The Event contact persons list complete with cell phone numbers and email addresses shall be provided to the Village at least one week prior to the event.
- Advertising of the event is not recommended prior to approval of the Event Permit. Advertising of the event prior to the approval of the permit does not guarantee the event will be approved as advertised. Advertisement must include note that the advertisement is pending Village Approval.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this special Event Permit, affirm the above understandings and agree that my sponsoring organization will comply with the Village Special Event Policy, the terms of the Written Confirmation of approval and all other Village requirements, ordinance and other laws which apply to this Special Event.

10/9/2024

Signature of Sponsoring Organization's Agent Jarret Bloom

**Print Name** 

Date

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P10



rev. 8/2024



Village of Lake Orion 21 E. Church Street Lake Orion, Michigan 48362

e Orion, Michigan 48362 Tel 248.693.8391 Fax 248.693.5874 www.lakeorion.org

## HOLD HARMLESS AGREEMENT

FOR AND IN CONSIDERATION of the granting by the Village of Lake Orion to permit/allow \*

Sing & Stroll Tree Lighting

11/21/2024 5-7pm

Activity/Event

Dates and Time

Children's Park & Gazebo General Description of Location

as requested by the undersigned, the undersigned does hereby agree to fully hold harmless, defend and indemnify the Village of Lake Orion, and all of its officers, officials, agents and employees, with respect to all claims, losses, damages, causes of action, judgments, costs and expenses, including reasonable attorney fees, whether or not the same are now known, liquidated, discovered, discoverable or justifiable, which may be asserted, brought or rendered against, incurred or suffered by, and/or imposed upon, the Village of Lake Orion and/or its officers, officials, agents and employees, by reason of or arising out of the grant or exercise of the rights stated above granted by the Village of Lake Orion to the undersigned.

Applicant/Property Owner/Contractor Signature\*\*

Witness One Signature \*\*

Janet Bloom
Applicant/Property Owner/Contractor Printed Name

10/9/2024

Date

Witness One Printed Name

wo Signature

Witness Two Printed Name

- Applicant MUST provide information regarding what the activity is, date(s), times activity will be held and the areas (public sidewalks, streets, parking spaces, etc.) that are affected.
- \*\* If the activity is obstructing public right-of-way for work on private property, the property owner or contractor MUST provide their signature.
- \*\*\* The signatures from two (2) witnesses are required.

Michigan Department of Transportation 2021 (02/03)

## CERTIFICATE OF INSURANCE FOR PERMITTED ACTIVITIES

## IN MICHIGAN DEPARTMENT OF TRANSPORTATION RIGHT OF WAY

#### ALL INSURANCE INFORMATION MUST BE SUBMITTED ON FORM 2021. ANY OTHER FORM IS INVALID.

The subscribing insurance company certifies that insurance of the types and limits of liability listed below have been issued to the insured named below for the policy period indicated.

Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rate, except that the insurance shall include, but not be limited to, coverage for: (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- (1) The subscribing company agrees to give 30 days prior written notice to the Michigan Department of Transportation in the event of cancellation or reduction in coverage by the Insurance Company for reasons other than nonpayment of premium.
- (2) The subscribing company agrees to give 10 days prior written notice to the Michigan Department of Transportation in the event of cancellation by the Insurance Company for nonpayment of premium.

(3) The subscribing company agrees to give immediate written notice to the Michigan Department of Transportation in the event the contractor cancels or reduces the coverage of any insurance certified below.

NAME OF INSURED						ELEPHONE N248-693-83	-		
Village of Lake Orion									
ADDRESS Street				City	State		Zip Code		
21	E. Church St.			Lake Orion		MI	48362	2	
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	(MM/D				MIN.	POLICY	
			EFFECTIVE	EXPIRATION	CATEGOR	RY	LIMITS	AMOUNTS	-
А	GENERAL LIABILITY	MML001238339	7/1/2024	7/1/2025	GENERAL AGGR	EGATE	\$ 2,000,000		
~	X COMMERCIAL GENERAL				PRODUCTS - CO	MP/OP AGG.			
	X OCCURRENCE				PERSONAL AND	ADV. INJURY		\$5,000,000	Α
					EACH OCCURRE	NCE	\$ 1,000,000		0
					FIRE DAMAGE (A	Any one fire)		\$100,000	D
					MEDICAL EXP(A	ny one person)		\$10,000	)
А	AUTOMOBILE LIABILITY	MML001238339	7/1/2024	7/1/2025	COMBINED SING	LE LIMIT	\$ 1,000,000	\$5,000,000	в
	ALL OWNED AUTOS					OR			
	SCHEDULED AUTOS				BODILY INJURY	(Per person)	\$ 500,000		
	<ul><li>☑ HIRED AUTOS</li><li>☑ NON-OWNED AUTOS</li></ul>				BODILY INJURY	(Per accident)	\$ 1,000,000		С
					PROPERTY DAM	IAGE	\$ 1,000,000		
			OR		1			1	i i
	EXCESS LIABILITY				EACH OCCURRE	INCE	\$ 1,000,000		D
					AGGREGATE		\$ 1,000,000		
<u>Oa</u> Mie	<b>e</b> 1 1	(County), the Boar ortation, and govermental bodie above, for claims arising out of,	s performing	permit activitie	s under a maint	enance contra	act, and all	officers,	gan,
NA	AME OF INSURANCE COMPA	NIES AFFORDING COVERAGE	NAME OF A	AGENCY					
	IPANY Property Pool	League Liability and	Meadowb	orook, Inc.					
LEI	TER A		ADDRESS						
			P.O. Box	2054					
CON	IPANY TER		Southfield	d, MI 48037-2	2054				
CON	IPANY TER								
BY:	(Authorized Representative Sig	nature)	TITLE			DATE	TELEP	HONE NUM	BER
Bin fun			Account Executive 6/11/2024 248-358-1			358-1100			

## INSURANCE REQUIREMENTS FOR ACTIVITIES PERFORMED PURSUANT TO A PERMIT ISSUED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION

The permittee shall have as a minimum an insurance policy as described below, and the insurance company shall be licensed by the State of Michigan.

- 1. The insurance shall include, but not be limited to, coverage for:
  - Underground damage to facilities due to drilling and excavating with mechanical equipment, and
  - Collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition, and
  - According to the following formula: **A+B or A+C or D**
  - A. Commercial general liability: The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - B. Combined single limit for bodily injury and property damage liability: .....\$1,000,000 each occurrence

  - D. The insurance limits, above, may be attained through an umbrella policy.

# 2. NO WORK IS TO BE PERFORMED WITHOUT THE ABOVE POLICIES BEING CURRENTLY IN EFFECT.

- 3. Should the policy be canceled or expire, all activities authorized by the permit shall cease and the authority to continue operating within the right of way is deemed of no effect pending reinstatement of such policy in conformity with the above.
- 4. Proof of insurance shall be the Michigan Department of Transportation (MDOT) Certificate of Insurance for Permitted Activities in MDOT Right of Way form (form #2020 or 2021), or should the department elect, a copy of the policy or both.
- 5. All certificates of insurance will be received by the permit issuing offices unless otherwise arranged with the Lansing Utilities and Permits Section.
- 6. When using FORM 2021, the "Additional Insured" field (County) shall indicate the specific County where the work is proposed.



## LICENSE AGREEMENT

This License Agreement ("Agreement"), made and entered into on the date it has been fully signed, is between the Village of Lake Orion, a Michigan Municipal Corporation ("Village"), whose address is 21 East Church Street, Lake Orion, Michigan 48362, and Lake Orion Downtown Development Authority("Licensee"), whose address is 118 N Broadway Street, Lake Orion, MI, 48362, for the use by Licensee of the Village parks and public roads identified on the attached Sing & Stroll Tree Lighting application and collectively referred to as the "Premises".

## **RECITALS:**

A. Licensee requested Village Council approval to allow use of the Premises for the Sing & Stroll Tree Lighting Event to be held on November 21, 2024 (the "Event").

B. On October 9, 2024, the Village Council conditionally approved Licensee's request subject to this License Agreement being signed and complied with.

## *NOW, THEREFORE, IT IS AGREED AS FOLLOWS:*

1. <u>Grant of License.</u> For and in consideration of the benefits to the Village of the Event the Village hereby grants a revocable license to Licensee to use the Premises for the Event subject to and in accordance with all of the terms and conditions of this Agreement.

2. <u>Event Locations, Activities and Costs.</u> The Event shall be limited to the Premises and activities on those Premises as disclosed to the Village Council. Except as otherwise approved by the Village Council, all cost and expenses of the Event on the Premises shall be borne solely by Licensee.

3. <u>Use of Premises.</u> Except for restricted areas, all Premises shall be open to the general public. The use rights granted in this Agreement are nonexclusive and may be suspended at any time by the Village for any public purpose or public health, safety and welfare reason, including Public Works, Police and/or Fire Department needs and operations. Licensee assumes all risk of such suspension and hereby waives and releases the Village from any claims for such damage.

4. <u>Maintenance.</u> Licensee agrees to use and maintain the Premises in a clean, safe and good condition and as required by the Police and Fire Departments and to promptly clean up and restore the Premises to the pre-Event conditions after the Event.

## 5. <u>Alcohol Sales</u>. *Not Applicable for this event*.

6. <u>Indemnification.</u> Licensee shall defend, pay on behalf of, indemnify and hold harmless the Village, its elected and appointed officials, employees and volunteers, and other persons working on behalf of the Village, from and against any and all claims, demands, suits, or loss, including all costs and attorney's fees connected therewith, and from any and all damages which may be asserted, claimed, or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, arising out of or in any way connected or associated with this Agreement and the use of the Premises for the Event. The Village shall provide notice to Licensee within a reasonable time of the receipt of any claim arising under this Agreement or relating to the Improvements.

7. <u>Insurance.</u> Licensee shall secure and maintain liability insurance for all Premises in the minimum amount of \$ 1,000,000.00, and naming the Village and its officials and employees as an additional insured and certificate holder on those policies with proof of such insurance being provided to the Village prior to the event.

VILLAGE OF LAKE ORION

Date

Jerry Narsh, Council President

Date

Sonja Stout, Village Clerk/Treasurer

Date

Janet Bloom, DDA Assistant Director Lake Orion Downtown Development Authority



Village of Lake Orion 21 E. Church Street Lake Orion, Michigan 48362 Tel 248.693.8391 Fax 248.693.5874

www.lakeoniom.ong

## SIGN PERMIT APPLICATION

PROPERTY INFORMATION			
Sign Site Address: M-24 south of Flint st. and Childre	en's Park Parcel ID #: _		
Name of Business at Sign Location: Autozone		Zoning District:	
OWNER INFORMATION			
Property Owner Name:	Address:		
Property Owner Phone #:	E-Mail:		
APPLICANT INFORMATION (If applicant is NOT property	vowner)		
Applicant Name: Janet Bloom	Address: 118 N Broadway		
Applicant Phone #: 248-693-9742	E-Mail: Bloom@downtownla	keorion.org	
Applicant is: (i.e. contractor or business owner or archite	ct, etc.) Asst. Dir., DDA		
<u>TYPE AND QUANTITY OF SIGN(S)</u> Please indicate the quantity of each type of sign propose	rd.		
Permanent Sign(s):WallProjecting	Ground SignAwning	Other	
Temporary Sign(s): <u>x</u> BannerCommunity Ev. (72" wide x 36" high)	entClass 1 (Adjustable Ty	pe)Class 2 (A-Frame)	
	Temporary Display Dates: From <u>10/16/2024</u> To <u>11/22/2024</u>		
Name of Event: Sing & Stroll Tree	e Lighting Da	te of Event: <u>11/21/2024</u>	
ADDITIONAL INFORMATION AND REQUIREMENTS			
<b>1) Location Map:</b> A map identifying the location of all requested signs on the property or building must be provided or the application WILL NOT be reviewed.			
<b>2) Sign Sketch Plan:</b> A scaled plan or drawing identifying building must be provided or the application WILL NOT	g the size and elements of all require the reviewed.	uested sign(s) on the property or	
<b>3) Orion Township Building Permit:</b> An Orion Township building permit application must be included in order to erect any permanent signs.			
I hereby agree to erect and remove (if applicable) signage exactly as approved on this application:			
Signature of Property Owner:	Bloom	Date: 10 9/24	

Signature of Applicant (or Contractor): Janet Bloom

Receipt #:



Village of Lake Orion

21 E. Church Street Lake Orion, Michigan 48362 Tel 248.693.8391 Fax 248.693.5874

### LOCATION MAP

A location map must include the following information:

- All property lines, buildings, fences, parking lots, driveways and adjacent streets.
- The location of all existing signs.
- The location of all proposed signs.

#### SIGN SKETCH PLAN

A sign sketch plan must include the following information:

- o All sign dimensions.
- o Wording of the sign.
- o Building Signs: Must show length and width of building façade from grade and include roofline.
- o Draw length, width, depth, and height of sign on building façade. Include all existing and proposed signage.
- Please note if any existing signage is to be removed.
- Any proposed internal or external lighting.
- Type of material sign is constructed from.

## ALL APPLICATIONS MUST BE IN COMPLIANCE WITH THE STANDARDS OF THE VILLAGE SIGN ORDINANCE, CHAPTER 155, AS AMENDED.

# Google Maps



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 100 ft banner location Lumber Yord property) Location Lumber Yord property) Lon DDA Lumber Yord property)

# Google Maps



Imagery ©2024 Airbus, Map data ©2024 Google 20 ft

Event Area

Fir pit

+ 4 trash contained within Event Aren

Staffing

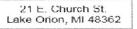


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# Information Concerning Gazebo in Children's Park

Size	Twenty-five (25') feet in diameter		
Capacity	50 people on the Gazebo Up to 200 people on the surrounding ground north of the sidewalk Seating arrangements are not provided by the Village Bleachers and scaffolding are prohibited		
Park Hours	Sunrise to sunset		
Parking	On South Broadway and in the parking lot adjacent to the Park		
Electricity	On site		
Restrooms	Two (2) blocks north in Village Hall		
Playscapes	On site – 1 for 2-5 year olds and 1 for 5-12 year olds Swing set for toddlers and youngsters		
Other	Natural setting next to Paint Creek with peaceful sound of flowing water		
Smoking & Open flames	Not allowed		
Alcohol	Not allowed		
Rental Rate*	ResidentsTownship ResidentsOther\$10.00/hour\$25.00/hour\$35.00/houror the fees in effect for the date(s) requested\$35.00/hour		
	* The two (2) hour minimum rental payment plus the Security Deposit must be paid to make a reservation.		
Set Up	Anyone renting the Gazebo will be allowed one (1) hour before the requested time for set up without charge. When setting up and/or decorating, no nails, push pins or anything that could cause damage to the Gazebo may be used at any time. Decorations may not be tied or attached to trees or any other structures in the Park.		
Clean Up	The Gazebo and Park are to left clean and free of any debris, decorations, food particles or other material. All such refuse shall be placed in the containers provided in the Park. Clean up is to be completed within one half $(1/2)$ hour after the end of the event.		
Refundable Security Deposit	\$100.00. Will be used if Village clean up is necessary at the rate of \$ 50.00 per man hour in minimum increments of ½ hour. ADDITIONAL INSURANCE REQUIREMENTS MUST BE MET (SECTION A, PART C, IN Gazebo Rental / License Agreement).		





## Gazebo Rental / License Agreement

Applicant Name Janet Bloom			
Organization Name Lake Orion Downtown Development Authority			
Street Address 118 N. Broadway			
City Lake Orion	State <u>MI</u> ZIP <u>48362</u>		
Phone Number (day) 248-693-9742	(eve) <u>248-320-7599</u>		
Requested Date & Day of Week Thursday, 11/21/24	Approved Date and Day		
Requested Hours 2pm - 8pm (event 5 - 7 pm)	Approved Hours		
Purpose/Event Sing & Stroll Tree Lighting			
Number of Attendees 1000			

The applicant agrees to pay a rental fee of \$\_\_\_\_\_\_ and a Security Deposit of \$\_\_\_\_\_\_ at the time of reservation to secure & confirm the date and hours requested. Any damage or incomplete clean up will be charged to the Security Deposit and the person/organization renting the Gazebo at the rate of \$\_\_\_\_\_\_ per man hour in minimum increments of ½ hour. The area will be inspected by the Village of Lake Orion before and at the end of the rental period. Applicant agrees that all attendees will obey all the rules and regulations.

### Section 1 Introduction

- A The Village of Lake Orion has established the following policies, rules, regulations and procedures to ensure the safe and efficient use and equitable availability of the Gazebo.
- B The primary concern is to see that the Gazebo is maintained for, used by and available for Village residents.

## C Definitions:

- Resident a resident of the Village of Lake Orion or the owner of a tax paying business in the Village or an authorized representative of a non-profit organization located in the Village.
- Township resident a resident of the Charter Township of Orion or the owner of tax paying business in the Township or an authorized representative of a non-profit organization located in the Township.
- 3. Other any other person



- D The scheduling is structured so that the Gazebo is not unfairly impacted by over use and that Children's Park is kept open for use by the public at all times.
- E The Village reserves the right to modify these policies, rules, regulations and procedures as may be required for the protection of the Gazebo and Children's Park and users of those facilities.
- F Although reserved use of the Gazebo is permitted by this Agreement, the Village of Lake Orion shall allow any unreserved portion of Children's Park to be available for open, public recreation activity on a first come/first served basis to the public.
- G The American Disabilities Act prohibits discrimination on the basis of disability, anyone or any group renting the Gazebo agrees to abide by the provision of that Act.

### Section 2 Priority of Users

First – Village residents – in priority order - residents then businesses and non-profit organizations Second –Township residents – in priority order - residents then business and non-profit organizations Third – all others

### Section 3 Gazebo Reservations

- A Reservations must be made a minimum of two (2) weeks in advance of the date of the event. Reservations will not be accepted if the application is filed less than the two weeks before hand.
- B Rental requests/reservations will be accepted beginning November first for events in the following calendar year.
- C Each request will be judged on its own merits.
- D Full payment of the rental fee is due at the time the Rental Agreement form is submitted. The form will not be accepted without full payment. There are no exceptions.
- E Cancellation of the Gazebo Use permit by the applicant in writing thirty (30) days or more prior to the event will result in a refund of the fee minus a \$10 processing fee for Village residents and a \$25 fee for all others.
- F If the Gazebo Use permit is cancelled by the applicant in writing less than thirty (30) days but more than fourteen (14) days prior to the event, and if the Gazebo is rented by someone else for the cancelled date and time, the individual or group canceling the reservation shall receive a refund subject to the processing fee stated in provision E above.
- G If the Gazebo Use permit is cancelled fourteen or fewer days before the event, there shall be no refund.
- H If, in the judgment of the Village, an event is cancelled due to weather conditions which make an event/activity impossible or due to an Act of God beyond the control of the applicant, then either
  - a) a credit of the fee will be given and the event rescheduled at a mutually agreeable date or
  - b) the applicant may apply in writing to the Village for a refund.

## Section 4 Fees and Charges

A The most recent schedule of fees for use of the Gazebo as adopted by the Lake Orion Village Council shall be attached to and considered part of this Agreement by reference.



B In the event an individual or organization requires or requests special security needs or additional maintenance, the Village may negotiate a fee to cover the added expense to the Village.

## Section 5 Sales of Goods and/or Services

- A The Village of Lake Orion reserves to itself the complete and exclusive right to regulate the sale of all goods and/or services sold or conducted on Village property including by not limited to souvenirs, programs, wearing apparel, records, tapes, CDs and similar type items.
- B All food concessions must be approved in advance by the Lake Orion Village Council and the Oakland County Health Department. However, cooking of any type shall not be permitted in the Gazebo.
- C The sale of any goods and/or services without the express written consent of the Lake Orion Village Council is prohibited.

## Section 6 Prohibited Activities

- A The sale, use and/or possession of any State licensed substance including but not limited to alcoholic beverages, beer, wine, wine coolers, other spirits in any Village park is prohibited.
- B The sale, use and/or possession of any controlled substance including but not limited to any illegal drug as determined by Federal, State or Oakland County law is strictly prohibited.
- C Smoking of tobacco products is prohibited.
- D Glass containers of any type are prohibited.
- E Pets are prohibited in Children's Park and on the Gazebo.
- F Feeding and/or chasing the ducks is prohibited.
- G Activities that violate any Village Ordinance or other law are prohibited.
- H Open flames including the burning of candles is prohibited.
- I Decorations shall not be attached to the Gazebo with nails, screws, push pins or other fastening materials that do or may change the condition or appearance of the Gazebo in any way. Decorations shall not be tied or attached to any trees, vegetation or structures in the Park.

### Section 7 Facility Use Regulations

- A Except for the temporary seating, if any, that is shown on the attached plan, this Agreement only covers the Gazebo and is only for the hours requested and approved. The remainder of Children's Park and the equipment in it are and will remain open for use by the public.
- B In the event a Village function conflicts with an individual's or organization's reservation for use of the Gazebo, the Village's event shall have priority. The individual or organization will be allowed to re-schedule its event or receive a refund of the entire amount paid without penalty.
- C The Village shall have the right and discretion to cancel this Agreement and any permission granted to the applicant to use the Gazebo or to refuse to rent the Gazebo to the applicant in the future if the individual or organization fails to abide by the terms of this Agreement.



- D The applicant shall leave the Gazebo clean and free of any debris, decorations, food particles or other material. All such refuse shall be placed in the containers provided in the Park.
- E Children 12 years old and younger shall be supervised by an adult at all times, and the children are not permitted to chase or feed the ducks at any time.

## Section 8 Indemnification, Damage Responsibility and Liability Insurance

- A For and in consideration of the grant by the Village of Lake Orion for the use of the Gazebo in Children's Park as requested, the Applicant hereby agrees to fully hold harmless, defend and indemnify the Village of Lake Orion and all of its officers, officials and employees with respect to all claims, losses, damages, causes of action, judgments, costs and expenses including reasonable attorney fees, whether or not the same are now known, liquidated, discovered, discoverable or justifiable, which may be asserted, brought or rendered against, incurred or suffered by, and/or imposed upon the Village of Lake Orion, and/or its officers, officials and employees by reason of or arising out of the grant or exercise of the rights granted by the Village of Lake Orion to Applicant.
- B Applicant shall be responsible for any costs and expenses incurred by the Village in repairing or replacing any parts of the Gazebo or other Village property in the Park that is damaged during and as a result of the Event.
- C A Certificate of Insurance naming the Village of Lake Orion as an "additional insured" and "Certificate Holder" and indicating comprehensive general liability coverage of not less than \$1,000,000.00 is required from any organization seeking to rent the Gazebo. Such certificate shall be received by the Village of Lake Orion prior to this Agreement being signed by the Village.
- D An individual seeking to rent the Gazebo shall provide to the Village a copy of his homeowners insurance policy with a minimum of \$100,000.00 liability coverage and with an expiration date subsequent to the date for which use of the Gazebo is being sought.

#### Section 9 Amendments

The Village of Lake Orion reserves the right to amend the terms of this Agreement as conditions warrant it. The applicant will be notified if such amendment in any way impacts on the use of the Gazebo for the date(s) indicated above.

I acknowledge and represent that I have read the terms of this Agreement, that all persons using the Gazebo and Park shall abide by all terms of this Agreement and that if I am signing on behalf of an organization, that I have the legal authority to do so and bind that organization to this Agreement.

Witnesses: (Print names below signatures)

Matthew 6. Tel

Signed f Blocm Print name ale Orian DDA, Asst. Din. Organization &

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Applicant Name			
Organization Name			
Street Address			
City	State	ZI	P
Phone Number (day)		_(eve)	-
Requested Date & Day of Week			
Requested Hours			
Purpose/Event			
Date Reservation Fee Paid	Amount \$		Receipt #
Certificate of Insurance Provided Yes	3 No_	Date	
Date Reviewed by Village Manager or Desi	gnee		
Date Approved	or	Date Denied	
Signature of Manager or Designee			
Date Copy of This Approval or Denial (circle	one) Forwarded to	:	
Applicant			
Police Chief			
DPW			
Binder			
(Print name)			

# For Village Use Only Gazebo Rental License Agreement Confirmation



Village of Lake Orion 21 E. Church Street Lake Orion, Michigan 48362 Tel 248.693.8391 Fax 248.693.5874 www.lakeorion.org

## TEMPORARY USE OF VILLAGE RIGHT-OF-WAY

(PROPERTY, STREETS AND SIDEWALKS)

APPLICANT INFORMATION				
Applicant Name:	Business Name:Lake Orion DDA			
Applicant Phone #:	Address: 118 N Broadway			
Applicant E-Mall:				
TYPE OF TEMPORARY USE				
Property/Right-of-way will be used for: Building Maintenance X Business Sale/Event Utility Installation				
Briefly Describe Use/Project Activity:				
RIGHT-OF-WAY (ROW) TO BE USED				
Site Address: (Property adjacent to street/sidewalk/ROW) _	Children's Park & Gazebo			
Temporary Use of Right-of-Way Begins - Day:11/21/202	24 Time:4:00 pm			
Temporary Use of Right-of-Way Ends - Day:	1Time:7:00 pm			

## ADDITIONAL REQUIRED INFORMATION

Please place your initials next to the items in the applicable column to acknowledge that all items are included with your application.

Required for Special Event Applications	Required for General Obstruction of Public ROW Only		
JB_Anticipated Attendance	Sketch of Project Area		
	Hold Harmless Agreement		
JB_Hold Harmless Agreement	Barrier Plan/ Safe Route Plan		
License Agreement (if applicable - to be approved by Village Council)	Additional Items for Excavation / Construction on Public Property		
JBParking Plan	Application Fee		
JB_Sign Application (if applicable)	Insurance Certificate		
JB Insurance Certificate	Copy of License		
Approvals from all applicable outside agencies	\$1,000 Escrow Deposit		
	Construction Detail		
	Soil Erosion Sedimentation Control		

I, the undersigned, understand that the Village Hold Harmless Agreement must be completed and must accompany this application. I understand I will be liable for damage done to any street or sidewalk and that I must fully cooperate with all Village departments. Failure to cooperate may lead to immediate revocation of this permit by the Village of Lake Orion.

Signature of Applicant:	Genet & Bloom	_Date:
*** To Be Completed by Village Administration ***		
APPROVAL / COMMENTS Police Chief:	BY M	_ Date: 1 - 2 - 2 - 2
Special Events: Condition of approval is that the applicant must make arrangements for barricades and detour signs at least one week prior to event. When Flint Street is closed, temporary STOP signs must be installed on both eastbound and westbound Shadbolt at Anderson Street and any other locations that the Police Chief deems necessary.		
DDA:		_ Date:
Fire Chief:		_ Date:
DPW Director:	Metz	_Date: 10-9-2024
Village Council:		_ Date:
OR		
Village Manager:		_ Date:
Conditions of Approval:		