



City of Williamston

161 E. Grand River Avenue
Williamston, MI 48895

APPLICATION AND PERMIT FOR USE OF THE AMERICAN LEGION'S BANDSHELL AND/OR CONCESSION STAND IN MCCORMICK PARK

ORGANIZATION NAME: _____

EVENT NAME: _____

ORGANIZATION ADDRESS: _____

RESPONSIBLE PARTY NAME: _____

RESPONSIBLE PARTY PHONE: _____ CELL: _____

E-MAIL: _____

RESPONSIBLE PARTY SIGNATURE: _____

PLEASE INDICATE FACILITY TO BE RESERVED: Bandshell ___ Concession Stand ___
Both Bandshell and Concession stand ___

DATE OF EVENT: _____

EVENT START TIME: _____ EVENT END TIME: _____

EVENT DESCRIPTION: _____

Are you planning to take voluntary collection from the audience? _____ If yes, for
what? _____

Are you planning to sell tickets in advance for this event? _____ If yes, for
what? _____

The sponsor of an event may submit a request for a waiver of one or more of the requirements
for a permit under the rules outlined in the Bandshell events policy. If a waiver is required in
any area, rationale must be provided.

1. Request for waiver of medical personnel/facilities requirements.
2. Request for waiver of solid waste disposal requirements.
3. Request for waiver of access and traffic control requirements.
4. Request for waiver of parking requirements.

- 5. Request for waiver of security personnel requirements.
- 6. Request for waiver of restroom facility requirements.
- 7. Request for waiver of food service requirements.
- 8. Request for waiver of liquid waste disposal requirements.
- 9. Request for waiver of illumination requirements.

Rationale for waiver(s):

FEES:	Resident/Business/Non-Profit In City Limits	Non-Resident/Non-Local/Business Outside City Limits
BANDSHELL	\$25/day	\$35/day
CONCESSION STAND	\$20/day	\$30/day

As an authorized official of the organization making this application, I CERTIFY that we have read and understand the Bandshell/Concession Stand Events Policy and will abide by all of the City of Williamston Parks Rules and Regulations and those set forth in this policy. All reservations must be made at least two weeks in advance of the event.

► Event Director Signature: _____

Title: _____ Date: _____

Please return the application to City Hall. Thank you.

Department Use Only Beyond This Point

Purpose of Reservation: _____

Received: _____ Entered in Schedule: _____ By: _____

Date Received	
Certificate of Insurance:	Police Chief: _____ Date: _____
Hold Harmless Agreement:	City Engineer: _____ Date: _____
Non-profit Status Verification:	City Clerk: _____ Date: _____
Deposit Paid:	Restrictions: _____
Fee Paid:	Other Requirements: _____

**CITY OF WILLIAMSTON
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of its use of McCormick Park Bandshell and/or Concession Stand, the _____ agrees to defend, pay on behalf of, indemnify, and hold harmless City of Williamston or its elected and appointed officials, employees, and volunteers and others working on behalf of the City of Williamston therewith, for any and all damages which may be asserted, claimed or recovered against or from City of Williamston its elected and appointed officials, employees, volunteers or others working on behalf of the City of Williamston, 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 the use of the Bandshell in McCormick Park and/or Concession Stand by the applicant, or its officers, employees, or agents; its parent organization, subsidiaries, independent contractors, subcontractors, licenses and invitees if any; and any such parent organization's subsidiaries', independent contractors', subcontractors', licensees', invitees' officers, employees or agents.

This agreement shall be construed according to the laws of the State of Michigan. The appropriate venue for the bringing of any legal action under the agreement shall be in accordance with Michigan statutes and court rules. In the event that any legal action is brought under this agreement in Federal Court, the appropriate venue for such legal action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

The person signing on behalf of the entity certifies by his/her signature that he/she is duly authorized to sign this agreement on behalf of the entity and that this agreement has been authorized by the entity.

This agreement will be effective from _____, 20__ through _____, 20__.

Date: _____

► Signature: _____

Title: _____

Signatory Name, Address, & Phone: _____

American Legion Bandshell At McCormick Park EVENT POLICY

City of Williamston Bandshell EVENT POLICY/ EVENT PERMIT APPLICATION

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**AMERICAN LEGION BANDSHELL AT MCCORMICK PARK
EVENT POLICY
INTRODUCTION**

The American Legion Bandshell at McCormick Park is a part of the City of Williamston parks system, and is operated by the City of Williamston. The City of Williamston or its designee has final authority in all matters pertaining to the Bandshell.

The American Legion Bandshell at McCormick Park was constructed with generous financial and service donations from private citizens, corporations, local businesses, the VFW, Rotary and other service organizations. The Williamston Area Beautification Fund, a non-profit corporation, is a volunteer organization that conceived this project and guided it through the fund raising process and construction. The operating procedures, standards and requirements were developed by Parks and Recreation Commission, and approved by the City of Williamston's City Council. This policy has been adopted in the interest of the health, safety, and welfare of our citizens and visitors.

Questions regarding reservations and completion of the Event Permit Application process are to be directed to the delegate representative of the City Manager's Office at 517-655-2774.

I. USE OF THE BANDSHELL

The American Legion Bandshell at McCormick Park (further referred to as the bandshell) is intended for use and enjoyment by residents of City of Williamston and visitors to our area. The bandshell is a multi-use facility capable of accommodating performances, plays, concerts, religious functions and other family-oriented cultural and social events.

A. Approved Activities

Activities which are in accordance with policies and procedures approved by the Parks and Recreation Commission and Williamston City Council are:

Activities whose physical needs can be met by the physical capabilities of the bandshell and Park support facilities, e.g., seating, parking, or sanitation facilities.

Activities that do not limit the enjoyment of the park by other users and do not disturb the peace of the community.

Activities that are family oriented and intended for consumption by the general public.

All decisions regarding the use of the bandshell will be made by designated department heads of the City of Williamston (further referred to as the Coordinator.)

II. BANDSHELL

A. Rules

Park Rules: All City of Williamston Parks Rules and Regulations apply to use of the Bandshell and surrounding premises.

Local Ordinances: All local ordinances, fire and safety regulations, state laws, and building regulations apply to use of the bandshell.

Event Entrance Fees: No fee shall be charged for bandshell events without prior written authorization and so authorized in the application process.

Free-will Contributions: On-site collections by organizations sponsoring events are permitted, but restricted to free-will or voluntary contributions within the bandshell area. Notice of such collections must be stated in the application. Collections of any kind beyond the designated bandshell area are prohibited.

Event Advertising/Vending: No person or organization shall advertise, vend, sell, post or distribute any service, food, beverage, merchandise, leaflet, or poster, except by prior written permit from the Coordinator.

Food Service: See policy page 9.

Alcoholic Beverages: Alcoholic beverages are prohibited except as indicate in Parks and Recreation Chapter 38, section 38-3 of the city ordinance.

Public Access to Events: Bandshell events may not bar the general public from attending the event without prior consent from the coordinator through the application process.

Fires: No fires or grills are permitted in or near the bandshell.

Signs/Banners: Nailing or tacking into the structure is prohibited. Permanent fixtures are provided for hanging signs, banners, etc. All signs and banners must be pre-approved during the application process.

Decibel Level: No event shall produce noise levels that interfere with or detract from the enjoyment of the general public in the surrounding area including residential areas. **Noise levels shall not exceed 70 decibels at 150 feet during any performance.** The Coordinator, or his/her representative or the police will monitor decibel levels for compliance to this requirement.

Setup/Cleanup: Tables, chairs, props and other equipment must be removed upon completion of the event and before the end of the reserved time. Time should be allowed for adequate set-up and clean-up during the reserved time block. The premises must be left clean and all trash removed.

Bandshell Equipment: Bandshell equipment such as public address system, stage chairs, and music stands, may be available for an additional fee. Sound and electrical equipment not obtained from the bandshell must be described in the event application for approval.

Rules: Failure to obey these rules may result in forfeiture of any deposit, and may result in barring from future use of the bandshell.

Hold Harmless Agreement: Any individual or group using the bandshell agrees to provide a completed and signed indemnification and hold harmless agreement with their application.

Additional Conditions: The Coordinator, at his/her discretion is authorized to require additional conditions to protect public safety and property. Additional conditions will be in writing as part of the application approval process.

Picnic Tables: Tables cannot be moved to the area around or into the bandshell without authorization of the coordinator during the application process.

B. Availability & Fees

The Bandshell is available any day by reservation.

FEES:	Resident/Business/Non-Profit In City Limits	Non-Resident/Non-Local/Business Outside City Limits
BANDSHELL	\$25/day	\$35/day

Required fees and deposits must be received by the City of Williamston within two weeks of notification of the approval of an application, or the reservation may be canceled.

A non-refundable fee shall be charged, per event, for use of any Bandshell equipment. When required, such fees must be made in cash or certified check payable to the City of Williamston and are due at least ten (10) days in advance of the event.

Reservation fees, minus a \$20.00 administrative fee, will be refunded if notice of cancellation is received by the Coordinator or City of Williamston no less than 14 days prior to the date of the event. No refunds are given for reservations cancelled less than 14 days prior to the event.

A deposit of up to \$500 may be required if the person has failed to follow the Rules and Regulations in the past or violated this policy during a previous event at a City of Williamston Park. If no violations or damages are incurred then the deposit will be refunded in whole or part.

III. Concession Stand

The McCormick Park concession stand is available for rental. Priority for rental will always be given to the person or organization renting the bandshell for any given day. Rental for the concession stand *only* will not be guaranteed until three (3) weeks before a rental date upon confirmation that the bandshell remains unrented for the same date/time.

A. Concession Stand rental costs

FEES:	Resident/Business/Non-Profit In City Limits	Non-Resident/Non-Local/Business Outside City Limits
CONCESSION STAND	\$20/day	\$30/day

Reservation fees, minus a \$20.00 administrative fee, will be refunded if notice of cancellation is received by the Coordinator or City of Williamston no less than 14 days prior to the date of the event. No refunds are given for reservations cancelled less than 14 days prior to the event.

A deposit of \$50 may be required. If no violations or damages are incurred then the deposit will be refunded in whole.

B. Concession Stand Rules

Access to the concession stand will be provided via key access or will be unlocked by city staff for the reserved time.

All food/drink provided through the concession stand must follow all applicable state and local laws.

The concession stand may not be used to vend or distribute alcohol.

Upon the conclusion of the rental period, the concession stand should be returned to a completely clean state. Failure to comply will result in the forfeiture of some or all of the deposit.

IV. APPLICATION/EVENT PERMIT PROCESS

A. DEFINITIONS

“Applicant” means a person or organization who applies for an event permit.

“Event” means any event or gathering to be held in the bandshell, and includes a theatrical exhibition, public show, display, entertainment, amusement or exhibition including, but not limited to, performances, plays, concerts, and religious functions.

“Large Event” means an event where expected or actual number of participants is 500 or more.

“Person” means any person, partnership, corporation, association, group or organization.

“Sponsor” means any person or group of persons who organizes, promotes, conducts, or causes to be conducted, any event or gathering.

B. APPLICATION FOR EVENT PERMIT

An Event Application may be requested by calling the City of Williamston, 517-655-2774, or printed off the city’s website, www.williamston-mi.us.

Application for a permit to conduct any event must be made in writing on such forms and in such a manner as prescribed by the City of Williamston. All information and all required documentation must be received by the City of Williamston no less than thirty (30) days prior to the date of the event.

The application will be reviewed by designated department heads of the City of Williamston for approval or denial.

Notice of approval or denial of the application is made in writing to the event sponsor within 10 business days. If an application is denied, an appeal may be made, in writing, to the Parks and Recreation Commission.

Applications will not be accepted more than twelve months in advance of the desired date. Reservations are not transferable. The bandshell may not be sublet.

A person shall not sponsor, operate, maintain, conduct, or promote or participate in an event in the bandshell without a permit.

C. APPROVAL PROCESS:

The application shall be reviewed by the Coordinator or the designated representative.

An application denied by the Board designee may be appealed to the Parks and Recreation Commission, within two weeks of notice of denial. Any appeals to the Commission will be reviewed at the next regularly scheduled commission meeting or a special meeting may be called.

1. Permit Denial - The permit may be denied if:

The application fails to comply with any requirements of this policy, existing Rules and Regulations or any conditions imposed pursuant hereto, or with any other applicable provision of state or local law.

The applicant has knowingly made a false, misleading or fraudulent statement in the application or in any supporting document.

For any other reason in the reasonable exercise of the Coordinator or his/her designated representative's discretion. Such reasons can include, but are not limited to, prior commitments, scheduling conflicts, facility capacities, prior performance of applicant, person or sponsor, failure to follow Parks Rules & Regulations, exceeding bandshell capacities or exceeding the limits of a previous permit, lack of adequate staff and for the protection of the park and its visitors.

D. EVENT MINIMUM REQUIREMENTS

Applications for events are subject to the following requirements, and such additional requirements as may be imposed. Waivers to these requirements may be requested, especially for smaller events.

- 1. Security personnel:** The sponsor shall employ, at its own expense, such security personnel as are necessary and sufficient to provide for the adequate security and protection of the maximum number of persons at the event and for the preservation of order and protection of property in and around the site of the event. No permit shall be issued unless the City of Williamston's Police Chief is satisfied that such necessary and sufficient security personnel will be provided by the sponsor for the duration of the event.
- 2. Restroom facilities:** The sponsor shall provide separate enclosed flush-type water closets as defined in Act 266, Public Acts of 1929, as amended, and the rules and regulations adopted pursuant thereto and in accordance with any other applicable state or local law. If such flush-type facilities are not available the use of other facilities which are in compliance with Act 368, Public Acts of 1978, may be permitted and the rules and regulations adopted pursuant thereto, and in accordance with any other applicable state or local law. The number and types of facilities required shall be determined on the basis of the number of persons expected to attend the event, as follows:

If separate facilities are required to be provided, the following ratios must be followed:

Facilities Male Female

Toilets 1:300 1:100

Urinals 1:200 n/a

If unisex facilities are to be provided, the following ratio is to be followed: 1:150.

3. *Food service*: If food service is made available in the bandshell area, it shall be delivered only through caterers or vendors licensed and operating in accordance with the provisions of Act 368, Public Acts of 1978, and the rules and regulations adopted pursuant thereto, and in accordance with any other applicable state or local law and Parks Rules and Regulations.
4. *Medical personnel/facilities*: The sponsor shall provide if requested for medical personnel and facilities. The kind, location, staff strength, medical and other supplies and equipment of such facilities shall be approved by the Coordinator or his designated representative.
5. *Liquid waste disposal*: The sponsor shall provide for liquid waste disposal in accordance with all rules and regulations pertaining thereto established by the City of Williamston. If such rules and regulations are not available or if they are inadequate, then liquid waste disposal shall be in accordance with the United States Public Health Service Publication N. 526 entitled, A Manual of Septic Tank Practice. If liquid waste retention and disposal are dependent upon pumpers and haulers, they shall be licensed in accordance with Act 243, Public Acts of 1951, and the rules and regulations adopted pursuant thereto, and in accordance with any other applicable state or local law, and, prior to issuance of any permit, the licensee shall provide the Coordinator with a true copy of an executed agreement in force and effect with a licensed pumper or hauler, which agreement will assure proper, effective and frequent removal of liquid waste from the premises so as to neither create nor cause a nuisance or menace to the public health.
6. *Solid waste disposal*: The sponsor shall provide for solid waste storage on, and removal from, the premises. Storage shall be in covered, fly-tight and rodent-proof containers, provided in sufficient quantity to accommodate the number of persons attending the event. Prior to issuance of any permit, the sponsor shall provide a true copy of an executed agreement in force and effect with a licensed refuse collector, which agreement will assure proper, effective and frequent removal of solid waste from the premises so as to neither create nor cause a nuisance or menace to the public health. The sponsor shall implement effective control measures to minimize the presence of rodents, flies, roaches and other vermin on the premises. Poisonous materials, such as insecticides, shall not be used in any way so as to contaminate food, equipment, or otherwise constitute a hazard to the public health. Solid waste containing food waste shall be stored as to be inaccessible to vermin. The premises shall be kept in such condition as to prevent the harborage or feeding of vermin. All solid waste must be removed by the following business day or before the next scheduled event.
7. *Parking Limited*: The maximum number of designated all-season parking spaces (including handicap spaces) is 55. Turf parking is prohibited.
8. *Insurance*: The sponsoring organization must provide a completed certificate of insurance naming City of Williamston and its boards, commissions, elected and appointed officers, employees, volunteers and all parties involved as additional insured at least two weeks in advance of the event showing general liability coverage with the following limits. The Coordinator is authorized to require higher limits than those stated below when circumstances warrant.

NON-PROFIT GROUPS

For events sponsored by a nonprofit group and the activities held during the event are listed within the Class I Events insurance section, no insurance is required.

For events sponsored by a non-profit group and the activities held during the event are listed within the Class II or III Events insurance sections, the stated insurance requirements apply.

FOR-PROFIT GROUPS

For ALL events sponsored by a for-profit group, the following insurance requirements apply:

Class I Events

Class I events include, but are not limited to, meetings, seminars, social gatherings, theatrical performances, auctions, and organized youth group activities, \$100,000 minimum combined single limit coverage is required.

Class II Events

Class II events include, but are not limited to, dances, political rallies, flea markets, family-type concerts. \$1,000,000 minimum combined single limit coverage is required.

Class III Events

Class III events include, but are not limited to, rock concerts. Coverage amount will be determined upon review of the application.

Any event not specifically listed above, shall be classified by the Board or its designated representative in the class most nearly equivalent to the activity in the reasonable exercise of discretion. A person, group or organization shall not sponsor, operate, maintain, conduct, promote or participate in an event in any City of Williamston Park until it has obtained the insurance required under this permit. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverage shall be carriers acceptable to the City of Williamston.

9. *Miscellaneous*: Prior to the issuance of a permit, other condition(s) may be imposed if it is determined to be reasonable to protect the health, safety, welfare and property of persons attending the event visiting the park or of citizens of City of Williamston.
10. *Hold Harmless Agreement*: The applicant must provide a completed and signed indemnification and hold harmless agreement with their application.

For events that may extend outside of park boundaries, authorization must be acquired from the law-enforcement agency having jurisdiction in the area or areas where the event is scheduled to be held. The following law-enforcement agency has jurisdiction in their respective areas or in the out-county area.

City of Williamston Police Department
175 East Grand River Avenue
Williamston, Michigan 48895
(517)655-4222

V. WAIVER

The sponsor of the event may request a waiver of one or more of the requirements for a permit under these rules. If it appears to the Coordinator or its designated representative that one or more requirements of the policy creates an unnecessary hardship, not created by action of the applicant, or that a genuine hardship exists because of unusual circumstances with regard to the particular activity, such requirement or requirements may be waived.

The nature of the event, the number of attendees anticipated and the past history of similar events and/or sponsoring organizations are factors that will be considered in determining whether a waiver is granted.

VI. REVOCATIONS

A permit may be revoked whenever the applicant, its employees or all parties involved fail, neglect or refuse to fully comply with any and all provisions and requirements set forth herein or with any and all provisions, regulations, ordinances, statutes or other laws incorporated herein by reference.

VII. VIOLATIONS

It shall be a violation of this policy for a sponsor, its employee or all parties involved to knowingly:

Advertise, promote or sell tickets to, conduct or operate an event without first obtaining a permit as herein provided.

Conduct or operate an event in such a manner as to create a public or private nuisance, or in violation of any of the requirements of this policy.

Permit any person on the premises to cause or create a disturbance in, around, or near the event or engage in disorderly conduct.

Permit any person to unlawfully consume, sell or possess any intoxicating liquor while on the premises.

Permit any person to unlawfully use, sell or possess any narcotics, narcotic drugs, drugs or other substances as defined in Act 368, Public Acts of 1978 as amended.

Violation of any provision of this policy or City Ordinance will be punishable according to City Ordinances.

VIII. SEVERABILITY

If any word, clause, sentence or section of this policy or the application thereof to any person or circumstances shall be found to be invalid by a court, such invalidity shall not affect the remaining portions or applications of this policy which can be given effect without the invalid portion or application, provided such remaining portions are not determined by the court to be inoperable, and to this end this policy is declared to be severable.