

GEORGETOWN CHARTER TOWNSHIP
PARK USE PERMIT AND AGREEMENT

FOR VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, GEORGETOWN CHARTER TOWNSHIP, a Michigan charter township, with its offices located at 1515 Baldwin Street, Jenison, Michigan 49428 (the “Township”), and CITY2SHORE EVENTS, LLC, a Michigan limited liability corporation, with its offices located at 6501 Balsam Dr., Hudsonville, MI 49426, and Daybreak, a Michigan , with its offices located at 3501 Baldwin St., Hudsonville, MI 49426 (the “Applicants”), do hereby agree as follows:

RECITALS

- A. Rosewood Park (the “Park”) is a public park under the jurisdiction and control of the Township.
- B. The Applicants would like to hold a charity event that will be called the “Saturday Slip-N-Slide Event” (the “Event”), or similar name, within the Park on the afternoon of Saturday, August 13, 2022 from 8 a.m. until 5:00 p.m.
- C. The Event will essentially involve temporarily installing plastic on a hill, with water running down the plastic, so kids and adults can slide down the hill, together with other associated on-site events.
- D. Any monetary proceeds from the Event, that exceed the costs and expenses of holding the Event, will be donated by the Applicant to a bona fide, not-for-profit, charity, or charities, within 60 days of the ending of the Event.
- E. The Applicant agree to bear any and all costs, expenses of holding the Event, insurance requirements, liabilities, and other matters associated with or arising out of the Event.

F. The parties intend that neither the Township, nor its taxpayers, shall have to bear any of the costs, expenses, or liabilities associated with the Event.

G. The Applicants shall provide all items, setup, equipment, products, services, and support necessary for the Event, including, but not limited to, the slide (and components thereof), insurance, security, volunteers, portable bathroom facilities, trash collection, parking supervision, water supply, and cleanup.

AGREEMENT

The parties agree as follows:

1. Permit. This Agreement shall also constitute the permit from the Township to the Applicants to allow the Event to occur on Saturday, August 13, 2022, from 8:00 a.m. until 5:00 p.m., plus reasonable setup and cleanup times, in the Park pursuant to the provisions of this Agreement and the approved site plan.

2. Not for Profit. The Applicants have represented that any and all profit, or revenues, that might be left over from the Event, after the payment of all costs and expenses, will be donated to a bona fide charity or charities. All such monies must be donated by the Applicant to such charity or charities within 60 days after the end of the Event.

3. Site Plan. The Applicants shall submit a written site plan for Township approval for the Event on or before June 10, 2022, which shall contain and show, at a minimum, all of the following:

(a) The layout of the Event and the Park for the day of the Event.

- (b) All food booths, temporary structures, portable toilets, and similar items.
- (c) Parking areas.
- (d) Security areas.
- (e) The general layout of the slide and water supply.
- (f) Public address system, music and amplifier locations.

All components of the Event shall comply not only with this Agreement, but also with the site plan approved by the Township.

4. Responsibility of the Applicants. All matters associated with the Event, including the plastic slide (and appurtenances), security, transportation, parking, trash pickup and removal, portable toilets, water supply, safety, insurance, medical aide, crowd control, all setup, and cleanup, shall be provided and handled by the Applicant in a reasonable fashion and shall be the sole responsibility of the Applicants.

5. Traffic Control. Traffic control shall be the responsibility of the Applicants. While the Applicants can utilize assistance from the Ottawa County Sheriff's Department, if such assistance is not forthcoming, or is not sufficient, the Applicants shall be fully responsible for hiring and paying for the appropriate private security guards, or the equivalent, to properly, lawfully, and reasonably control traffic, not only to and from the Park, but within the Park attributable to the Event.

6. Transportation. Any necessary coordinated transportation to and from the Event shall be the responsibility of the Applicants. While the Applicants may utilize the assistance of a licensed transportation specialist, the Applicants are ultimately responsible for such transportation needs to provide reasonable and necessary transportation. Any bus transportation, or bus parking, must be properly coordinated by the Applicants with traffic control and parking on site or off site.

7. Security. The Applicants are responsible for providing security for the Event.

The Applicants should coordinate security with the Ottawa County Sheriff's Department.

8. Restroom Facilities. The Applicants shall provide a reasonable number of clean portable toilets for the Event, to supplement the existing restroom facilities at the Park, which shall be removed promptly after the Event.

9. Trash and Litter. The Applicants are responsible for the immediate pickup of all trash and waste and properly disposing of the same off site. The applicants shall provide a sufficient number of waste receptacles throughout the Park during the Event and shall have such receptacles regularly and lawfully emptied.

10. Water Supply. The Township will supply water to the hill, for the plastic slides, as well as water for other activities related to the event, via two water meters that will be attached to fire hydrants. The cost for the water shall be reimbursed by the Applicants to the Township. In addition, the Applicants shall provide lawful potable water supplies throughout the Event, whether by bottled water or otherwise, at no cost to patrons.

11. Food Booths. The Applicants shall be responsible for setting up, removing and staffing any temporary food booths in the Park for the Event, including ensuring that such food booths meet all applicable Ottawa County Health Department, state, and other health requirements.

12. Medical Aide. The Applicants shall be responsible for providing all reasonable and necessary emergency medical aid for the Event to cover any eventuality, including, but not limited to, accidents, injuries, and risks of bodily harm.

13. Volunteers. The Applicants shall be responsible for providing a sufficient number of volunteers on site for the Event to comply with this Agreement, and to also make the Event a safe and reasonable activity.

14. Music, Entertainment and Amplification Systems. Any music, entertainment or amplification system to be used during the Event shall be the responsibility of the Applicants and shall receive the prior approval of the Township beforehand.

15. Liability Insurance. For the Event (as well as setup and cleanup), the Applicants shall keep in full force and effect a liability insurance policy provided by an insurance company deemed acceptable by the Township with at least the following minimum limits:

General Liability Insurance-----General Aggregate \$2,000,000.00

Automobile/Vehicle Liability-----Combined Single Limit \$2,000,000.00

Workers' Compensation-----Combined Single Limit \$100,000.00

or the amount required by the law (whichever is greater)

Such insurance shall not be cancelable without at least 30 days prior written notice to the Township. In addition, the Township shall be named as a co-insured, or additional insured, on the insurance policy, and shall be provided with proof of such insurance coverage at least 45 days before the date of the Event.

16. Damage to the Park. The Applicants shall make all good faith efforts to prevent any damage to the Park regarding the Event, including, but not limited to, vandalism, destruction of the lawn or sod, damage to Park structures, damage to the restroom facilities, and damage to parking areas. The Applicants shall be liable to the Township and shall reimburse the Township for any and all destruction, damage, or injury caused within the Park, including to any park structure, building, tree, turf, sod, grass, landscaping, structure, fence, or building. If damage occurs to landscaping, sod, the lawn, or similar items, at the Township's option and discretion, the Township may allow a contractor of the Applicants to repair the damage, but any such repair must be approved in writing by the Township beforehand and must be completed to the Township's satisfaction.

17. Deposit. At least 45 days before the Event, the Applicants shall deposit with the Township the sum of \$1,000, which shall be held by the Township until any and all damages caused to the Park, violations of this Agreement that are material, remaining trash, cleanup, or any other matter or liability arising out of, or related to the Event, have been fully resolved. Such deposit shall be returned to the Applicants, without interest, if no such problem(s) occur, or a reduced amount shall be returned to the Applicants, without interest, if a portion of the \$1,000 deposit is retained to repair any damage done to the Park, cover any costs to the Township, or reimburse the Township for any liability arising out of the Event.

18. Township Approval. Any and all aspects of the Event must be approved by the Township beforehand. No structure, item, use, or activity associated with the Event may occur in the Park without prior Township approval.

19. Release, Indemnification, and Hold Harmless Provisions.

(a) The Township assumes no responsibility for any loss or damage to items of personal or other property suffered by the Applicants, or by any person in attendance at the Event. The Applicants (and the Applicants' invitees) use the Park at his/her/their own risk and they all hereby release the Township (as well as the Township's employees, officials, officers, and agents) for, from, and against any and all liabilities, claims, causes of action, damages, and similar matters regarding or arising out of the use of the Park or the Event. Valuable or rare items should be insured or guarded by the Applicants. The Township assumes no responsibility or liability for any item(s) left, kept, or possessed while in the Park.

(b) The Applicants shall release, indemnify, defend, hold harmless, and reimburse the Township (as well as its officers, officials, employees, and agents) for, from, and against any and all injuries, damages, liabilities, lawsuits, causes of action,

attorney fees, costs, or similar matters that might arise out of, be caused by, or be related to the use of the Park or the Event (or by the Applicants' invitees).

(c) The Applicant shall be responsible for any and all damage to the Park and all Park items, structures, lawns, and foliage arising out of or related to the Event. The Applicants shall be responsible for the repair or replacement costs of any and all damaged or lost Township property.

(d) The Applicants hereby releases, waives, and discharges the Township (as well as the Township's employees, officers, officials, and agents) for, from, and against any liability, cause of action, claim, attorney fees, or costs related in any way to the Applicants' use of the Park or arising out of the Event. Furthermore, the Applicants assumes all responsibility and liability for any bodily injury, death, or property damage arising out of the Event or at the Park.

(e) The Applicants shall have all of its workers and volunteers sign any liability release forms before the Event as required by the Township.

20. No Alcohol. No wine, beer, spirits, or alcoholic beverage shall be sold, possessed, given, or consumed within the Park or at the Event.

21. Compliance with all Rules, Ordinances, and Laws. The Applicants shall comply with all rules governing the Park, as well as any and all applicable Township ordinances, County Health Department requirements, and State laws.

22. Termination. The Township reserves the right to cancel this permit, and to prevent the Event from occurring, at any time up to the time and date of the Event if any of the following occur:

(a) The Applicants are in material breach of this Agreement.

(b) It reasonably appears that the Applicants are not able to meet their obligations under this Agreement with regard to security, traffic control, volunteers or other support services for the Event.

(c) The Township determines that the Event will not be reasonably safe.

23. Non-assignability. This Agreement (and the permit issued hereunder) is not assignable or transferable by the Applicants.

24. Compliance with any Order by any Township or Police Official. The Applicants shall comply with any and all reasonable requests or demands by the Township, or the Ottawa County Sheriff's Department, with regard to crowd control, traffic control, parking, and safety regarding the Event.

25. Notices. Any notices shall be provided to the parties as follows:

The Applicants: CITY2SHORE EVENTS, LLC
Attn: Steve & Shelley Frody
6501 Balsam Drive
Hudsonville, MI 49426

Daybreak
Attn:
3501 Baldwin St.
Hudsonville, MI 49426

The Township: Georgetown Charter Township
Attn: Rod Weersing
1515 Baldwin Street
Jenison, MI 49428

26. Responsibility. Wherever this Agreement assigns a responsibility to the Applicants, that shall mean that the Applicants shall bear any and all costs and expenses associated with fulfilling that requirement.

27. Cleanup. The Applicants shall be responsible for cleaning up the Park immediately after the Event. All clean up shall be fully completed by 10:00 a.m. on the morning of Sunday,

August 14, 2022. Furthermore, the Park, and surrounding areas, shall be cleaned up and repaired to as good of state as the Park, and surrounding areas, was in prior to the date of the Event.

28. Open and Equal Access. The Applicants shall permit equal and unobstructed access to the Event without regard to race, color, sex, religious creed, handicap status or national origin.

29. Amendment. This Agreement cannot be amended, changed, or altered except in writing and signed by all parties.

30. Execution. This Agreement has been executed in duplicate.

Applicants:

Dated: _____

Steve Frody

Dated: _____

Shelley Frody

CITY2SHORE EVENTS, LLC,
a Michigan Limited Liability Corporation

Dated: _____

By _____
Its Member

Dated: _____

Name
Its

DAYBREAK
a Michigan

* * *

Township:

GEORGETOWN CHARTER TOWNSHIP, a
Michigan Charter Township

Dated: _____

By _____
Rod Weersing, Assistant Superintendent