

**ORONOKO CHARTER TOWNSHIP**

4583 East Snow Road  
Berrien Springs, Michigan 49103  
Phone: (269) 471-2824

**APPLICATION FOR PERMIT USE OF CHARTER TOWNSHIP PARK PROPERTY**

**FOR CLERK USE ONLY:**

- 1. Date application received \_\_\_\_\_
- 2. Date application approved \_\_\_\_\_
- 3. Date application denied \_\_\_\_\_

**I. THE APPLICATION**

Any person, group, or gathering of persons that is a resident of Oronoko Charter Township may rent the Oronoko Charter Township Open Pavilion, Closed Pavilion, or one of the Oronoko Charter Township Parks in whole or in part, to the exclusion of others by filling out this application in accordance with Section 7 of Oronoko Charter Township Ordinance Number 25 and being granted a permit by the Oronoko Charter Township Clerk or its designated representative. No person, firm, partnership, limited liability company, corporation, association, club, society, or other organization shall be issued a permit for use of Oronoko Charter Township Park Property until the information required by this application is provided and compliance with the requirements of the Park Ordinance is demonstrated. Please provide the following information:

- 1. Name of Applicant: \_\_\_\_\_
- 2. Permanent Residential Address: \_\_\_\_\_  
\_\_\_\_\_
- 3. Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
- 4. Please indicate the portion of park property that you are applying to use by marking the appropriate box below:
  - The "Open Pavilion" as defined by Section 10 of Ordinance Number 25;
  - The "Closed Pavilion" as defined by Section 10 of Ordinance Number 25;
  - Other (please describe in detail, attach additional sheets as necessary) \_\_\_\_\_

5. Description of Use. Please provide a brief description of the nature of the intended use of the park property and any proposed activities associated therewith (attach additional sheets as necessary).  
\_\_\_\_\_

6. Date(s) of Use. Please provide the date(s) of the intended use of the park property (attach additional sheets as necessary).  
\_\_\_\_\_

**NOTE: RENTAL OF PARK PROPERTY SHALL BE PERMITTED ON A FIRST COME, FIRST SERVE BASIS IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN ORONOKO CHARTER TOWNSHIP ORDINANCE NO. 25.**

7. Scope of Use. Please provide the beginning and end time for each date that you have indicated that you intend to use the park property as indicated above (attach additional sheets as necessary). \_\_\_\_\_

8. Please provide an estimate of the number of persons expected to be drawn to Oronoko Charter Township Park Property for the event:  
\_\_\_\_\_

9. Have you (the applicant) ever had any permits or licenses required by Oronoko Charter Township or any other state or municipal authority revoked, suspended, or denied in the last three (3) years? If so, please provide a detailed explanation in the space provided (attach additional sheets as necessary).

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## II. ADDITIONAL REQUIRED INFORMATION

In addition to the information provided above, Oronoko Charter Township Ordinance Number 25 requires that you also enclose with your application certain documents and payment of the applicable deposits and rental fees. A copy of all applicable deposits and rental fees is attached to this application for your information and review. The following is a checklist to insure your compliance with the additional requirements of Oronoko Charter Ordinance Number 25. Please check each box upon your attachment of the specified item to this application:

- An executed copy of the "Agreement for Use of Charter Township Parks Property" provided with this application.
- The rental deposit and rental fee required in accordance with the park property specified for rental and the duration of the event. Please see the "Applicable Deposits and Rental Fees for Oronoko Charter Township Park Property" provided with this application. **ALL CHECKS SHALL BE MADE PAYABLE TO ORONOKO CHARTER TOWNSHIP.**

## III. APPLICATION APPROVAL PROCEDURE

Section 7 of Oronoko Charter Township Ordinance Number 25 sets forth in detail the criteria that the Oronoko Township Clerk or his/her designated representative must base his/her decision upon in approving or denying your application. In addition, if your application is denied, you have the right to appeal to the Oronoko Charter Township Board of Trustees, provided that you comply with the requirements set forth in the Ordinance. A copy of the Ordinance will be made available for your review upon request made to the Oronoko Charter Township Clerk or his or her designated representative.

## IV. SIGNATURE OF APPLICANT

I hereby certify that I have read this application in its entirety and have provided all of the required information and fees. Further, I certify that I have read the Agreement for Use of Charter Township Parks Property in its entirety and agree to be bound by all of its terms and conditions. I further understand that my use of Oronoko Charter Township Park Property is subject to the rules and regulations set forth in Oronoko Charter Township Ordinance Number 25 and any other rules or regulations promulgated by the Oronoko Charter Township Board of Trustees.

By signing this agreement, I also certify that the statements contained in this application and any other information provided is true to the best of my knowledge and ability.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

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AGREEMENT FOR USE OF ORONOKO CHARTER TOWNSHIP PARK PROPERTY

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Oronoko Charter Township Board of Trustees (hereinafter designated as "Board"), and \_\_\_\_\_, whose permanent residence is located at \_\_\_\_\_ (hereinafter "Tenant"), in consideration of the covenants and conditions contained hereinafter, the parties hereby agree as follows:

1. **Premises Leased.** The Board hereby lets and leases unto the Tenant the following described premises (hereinafter "leased premises") owned by Oronoko Charter Township:

2. **Duration of Lease.** The duration of the Tenants rental of the above-described leased premises, including the dates and times thereof, shall be as follows :

3. **Use of Leased Premises.** The leased premises may be not be used in any manner that violates any of the provisions of Oronoko Charter Township Ordinance Number 25 or any other ordinance or law.

4. **Payment of Rental Fees.** As a condition precedent to Tenant's rental of the leased premises, the Tenant shall pay all applicable rental fees in accordance with the Oronoko Charter Township Park Property Rental Fee Rates promulgated by the Oronoko Charter Township Board of Trustees from time to time by resolution. A copy of said Oronoko Charter Township Park Property Rental Fee Rates in effect at the time of execution of this Agreement is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.

5. **Lease Not Assignable.** Tenant shall not assign, transfer or sublet this lease for said leased premises, or any part thereof. Any assignments hereof shall be deemed null and void and result in immediate revocation of Tenant's permit for use of the leased premises.

6. **Damage to Leased Premises or Park Property.** Tenant shall be liable and responsible for any and all damage or injury to said leased premises or any person or property thereon, including any other park property under the jurisdiction of Oronoko Charter Township, during the period of occupancy as more fully set forth herein. Tenant shall keep the premises in a neat and orderly condition and free of rubbish and debris, which shall be picked up and removed immediately following any occupancy by the Tenant.

The security deposit required in subsection (4) of Section 7 of Oronoko Charter Township Ordinance Number 25 shall be held by the Oronoko Charter Township Clerk or their designated representative. Promptly after the conclusion of permitted activities pursuant to this lease agreement, the Oronoko Charter Township Clerk or designated representative thereof shall inspect the park and Pavilion premises and equipment used by the holder of the permit.

(a) If it is determined that there has been no damage to park or Pavilion property or equipment beyond reasonable wear and tear, the security deposit shall be refunded in full within thirty (30) days of the conclusion of the permitted event.

(b) If it is determined by such inspection, that the permitted event proximately caused damage to the Pavilions or Oronoko Charter Township property or equipment in excess of normal wear and tear and which requires repairs in excess of routine maintenance or determined that fines should be assessed against the holder of the permit the Oronoko Charter Township Clerk or their designated representative shall retain the security deposit or any portion thereof necessary to pay for the cost of repair or any fines assessed against the holder of the permit. The Clerk or his/her designee shall give written notice of the assessment of damages or fine and retention of the security deposit to the holder of the permit by personal delivery or by deposit in the United States mail, with proper

postage prepaid to the name and address set forth in the application for permit. Any assessment of damages or fine in excess of the security deposit shall be paid to the Clerk within ten (10) days after notice of such assessment of damages or fine is sent. The retention of all or part of a security deposit and the assessment of damages or fines in excess of the security deposit shall be subject to the appeal procedures contained in Oronoko Charter Township Ordinance Number 25.

7. **Return of Equipment and Property of Oronoko Charter Township.** Tenant shall be responsible for returning all keys or other property belonging to Oronoko Charter Township provided to Tenant incident to rental of the leased premises in accordance with the directions of the Oronoko Charter Township Clerk or his/her designated representative. All such property shall be returned to the Oronoko Charter Township Clerk or his/her designated representative in the same condition that such property is received by Tenant, normal wear and tear excepted. Tenant shall be responsible for the replacement of any property damaged and/or lost by Tenant.

8. **Conflict with Charter Township Business.** Should any of the dates of occupancy of the leased premises by Tenant conflict with any necessary public Oronoko Charter Township business requiring the use of said premises, the Tenant shall agree to a cancellation of said Lease for said date or dates by the Board. Tenant's exclusive remedy in the event of such cancellation is rescheduling the date(s) of Tenant's occupancy to a future date(s) where such premises has not already been provided or promised to another Tenant.

9. **Rules and Regulations Regarding Tenant's Use of the Leased Premises.** Tenant hereby agrees to abide by the following rules and regulations pertaining to the leased premises:

(A) No alcoholic beverages shall be served, used or consumed on the premises.

(B) Excessive noise constituting a nuisance to residents of Oronoko Charter Township is strictly prohibited.

(C) Tenant and all persons, firms, partnerships, limited liability companies, corporations, associations, clubs, societies, or other organizations using the leased premises and Oronoko Charter Township Park Property shall have adequate adult supervision at all times.

(D) Tenant and all persons, firms, partnerships, limited liability companies, corporations, associations, clubs, societies, or other organizations using the leased premises and Oronoko Charter Township Park Property shall abide by all of the rules and regulations promulgated under and pursuant to the Oronoko Charter Township Park Ordinance, Oronoko Charter Township Ordinance Number 25, then in effect. All such rules and regulations pursuant to said Ordinance are incorporated by reference as if fully stated herein.

10. **Cancellation of Lease.** Tenant hereby agrees that any failure to abide by the terms and conditions of this lease or any of the rules set forth herein entitles the Board or its designated representative to immediately cancel this Lease and order the occupants of the leased premises and Oronoko Charter Township Property to immediately vacate the premises. Tenant further agrees that he/she shall have the Permit issued for use of the leased premises or Oronoko Charter Township Property on his/her person at all times and a failure to provide proof of such permit upon the request of the Board or its designated representative, including but not limited to, the Oronoko Charter Township Clerk or Police Officer, could also lead to immediate cancellation of this Lease as more fully stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first written above.

SIGNED IN THE PRESENCE OF:

ORONOKO CHARTER TOWNSHIP

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Its: \_\_\_\_\_

\_\_\_\_\_  
, Tenant