



**CITY OF CLAWSON  
APPLICATION FOR SPECIAL USE PERMIT**

Hunter Community Center     City Hall Community Center     City Park/Pavilion

Other City Location: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

- Completed Signed Application
- Fee(s) Submitted: \_\_\_\_\_
- Insurance Certificate Provided
  - General Liability or Homeowners Policy
  - Insurance for Equipment brought in for Applicant
  - City named additional insured
- Beer & Wine
  - Liquor Liability Insurance (if required)
  - State Approval (MLLC)
- Certificate from Health Department (Food Service)
- Other Department Approval(s), if required
  - Building & Planning Department
  - Fire Department
  - Parks & Recreation Department
  - Police Department
  - Department of Public Works
  - Downtown Development Authority

I acknowledge that I have read and understand the requirements necessary for approval of this application.

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

\_\_\_\_\_  
Date



## CITY OF CLAWSON APPLICATION FOR SPECIAL USE OF FACILITY

Special Use of facility is subject to attached rules and regulations. Please read carefully before completing. Applications will not be acted upon unless completed and paid in full and received 60 days prior to the date requested. *Should special exceptions be required, contact the Parks & Recreation Department. Groups that rent facilities on a regular basis may make arrangements for a payment schedule. Activities sponsored or co-sponsored by the Parks & Recreation Department have first priority.*

Organization Name: \_\_\_\_\_

Organization Contact: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Event Name: \_\_\_\_\_

Event Purpose: \_\_\_\_\_

Number of people expected: \_\_\_\_\_ Requested Date(s): \_\_\_\_\_

Event start time/end time: \_\_\_\_\_

Requested Event Location: \_\_\_\_\_

Will there be an admission charge?  Yes  No If yes, what is the charge? \_\_\_\_\_

Describe completely the details of the event: (use a separate sheet if necessary)

**TYPE OF EVENT:**  Individual Use/Rental  For-Profit Use/Rental  
 Non-Profit/Charitable Use/Rental

**EVENT MAP:** A diagram of event set-up must be attached (if applicable).

**ROOM ARRANGEMENT:**  Conference  Lecture  Banquet  Other

**VENDORS:** Food Concessions  Yes  No Other Vendors  Yes  No

**EVENT SIGNS:** Will this event include the use of signs?  Yes  No

**OTHER REQUESTS:** What will you need for set-up? (chairs, tables, etc.)  
(Groups are responsible for their own setup and takedown of all tables and chairs at City Hall)

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Will you have amplification?  Yes  No Will there be live music?  Yes  No

Will there be a sound system, speaker or D.J.?  Yes  No

**Noise Ordinance must be adhered to.**

Describe any special requests for this even such as amusements, petting zoos, balloons, dunk tank, concessions, etc.

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**CERTIFICATION AND SIGNATURE:**

I understand and agree on behalf of the sponsoring organization that:

- a) A certificate of insurance must be provided which names the City of Clawson as an additional named insured party on the sponsor's insurance policy.
- b) Sponsors will be required to sign Indemnification Agreement forms.
- c) Participants may be required to sign a waiver of liability.
- d) All food vendors must be approved by the Oakland County Health Department and each food and/or other vendor must provide the City with a certificate of insurance which names the City of Clawson as an additional named insured party on the vendor(s) insurance policy.
- e) The approval of this special use may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's special use policy. The event will be operated in conformance with the written confirmation of approval.
- f) The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.
- g) I have read and understand all City of Clawson Park Rules and Regulations.

The undersigned hereby states that he/she has read the attached policies and procedures of the Clawson Parks and Recreation Department relative to the use of the building and/or property and agrees to all arrangements therein stated. The undersigned further states that he/she has the authority to sign this application for the named organization and is hereby responsible for any and all damage to the building and/or City property during their use/rental.

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Signature of Sponsoring Organization's Authorized Agent      Date

<b><u>FOR OFFICE USE ONLY</u></b>	
Date Received: _____	Approved: _____
Date of Event: _____	Hours: _____



## **CITY OF CLAWSON STANDARDS FOR ISSUANCES OF SPECIAL USE PERMITS**

This Policy Statement on Special Use Permits covers all special uses in the City of Clawson. Any organization wishing to sponsor or hold a special event in any City of Clawson municipal parks or within the City will be required to complete the City of Clawson Special Use Application.

All special uses shall be reviewed by the City Manager or his/her designee prior to City Council submission. Special Uses are defined as activities which are not directly related to the day-to-day operations of the City of Clawson, but which may occur on park land, buildings or property within the City.

The City Manager, or designee, may place additional requirements on any event. These requirements may include specific staffing levels for Police, Fire, Paramedic, Public Services or other personnel. Expenses for these requirements will be billed to the sponsoring organization under the terms of the policy.

### **FEES:**

If the application is for the use of any City property or if any City services shall be required for the Special Use, the applicant shall pay the estimated charges for rent and services. These fees must be paid prior to issuance of the approved permit.

### **STANDARDS FOR APPROVAL:**

The City Council shall issue a permit as provided for herein when, from a consideration of the application and from such other information as may otherwise be obtained, it finds that:

- 1) The conduct of the Special Use will not substantially interrupt other regularly scheduled building or property activities.
- 2) The conduct of the Special Use will not require the diversion of so great a number of City staff that normal work activity cannot be accomplished.
- 3) The conduct of the Special Use is not reasonably likely to cause injury to persons or property.
- 4) Adequate sanitation and other required health facilities are or will be made available.
- 5) There are sufficient parking places at the park, building or property in the City to accommodate the number of vehicles reasonably expected.
- 6) No Special Use permit application for the same time and/or location has already been granted.

- 7) The duration of time the reserved area or park is unavailable due to set-up, take down and the event is not so substantial to prevent normal public use for extended periods.
- 8) The reserved area is no more than 50% of the available open space in the park.

### **CITY SERVICES PROVIDED FOR SPECIAL USE**

The City may provide support for special uses on the following basis:

- a. **City Operated Events:** The City may operate certain special events directly. The full cost of these events will be funded by the City.
- b. **Co-Sponsored Events:** The City may co-sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image.
- c. **Non-Profit Events:** The City may assist other special uses operated by non-profit organizations. These events must meet the other requirements of the Special Use policy and must reimburse the City for any City costs. To qualify as a non-profit, the organization must be a non-profit as recognized by the State of Michigan or have 501(c)3 status. Organizations who have applied for non-profit status may be considered in this category.
- d. **For-Profit Uses:** The City may allow other special uses operated by for-profit sponsors, which are beneficial to the City and the public subject to a fee for the use of the public property, which is approved for each event. These events must meet the other requirements of the special use policy and must reimburse the City for any costs.
- e. **Civic, Cultural, Educational or Family Celebrations:** Use by groups whose function is civic, cultural, educational or family celebrations (graduation, reunions, etc.) may be approved under this policy. There is no residency requirement for family celebrations such as graduation parties, family reunions, etc. These events must meet the other requirements of the Special Use policy and must reimburse the City for any City costs.

### **SPECIAL EVENT SIGNS:**

According to **City of Clawson Code of Ordinance Sec. 34-1105. Exemptions from permit requirement.** The following signs are permitted without a sign permit in all zoning districts where the principal permitted use to which they are related is a permitted principal, accessory or special approval use in that district: (4) Community special event signs approved by the city council or its designee.

### **LIABILITY INSURANCE REQUIREMENTS:**

In order to comply with the City's insurance liability carrier, the City shall require that all sponsors of Special Uses carry Liability Insurance with coverage of at least \$1,000,000 except for Low Hazard events approved by the City Manager as provided below. An event sponsor shall be required to provide a valid Certificate of Insurance naming the City of Clawson as an additional insured prior to the event. City Council may require higher levels of insurance based on risk factors and past experience. Outcomes of past public events conducted by the group will contribute to the determination of risk category.

It shall be the policy of the City of Clawson to not routinely require insurance coverage for uses classified as Low Hazard and the City Manager may waive insurance requirements for Medium Hazard events depending on evaluation of risk at his/her discretion.

The City Manager will review each Special Use Application received and assess the potential liability risk of the City of Clawson based on the following risk categories:

**LOW HAZARD** – involves no physical activity by participants and no severe exposure to spectators, by way of example: indoor or outdoor meetings, small theatrical performances, auctions, and social gatherings (no alcoholic beverages).

**Insurance Requirements:**

*Specific coverages for most events in this category, while desirable, are not absolutely necessary. If a private and/or nonprofit group is sponsoring the event, a minimum of \$100,000 per occurrence and aggregate is recommended. Often evidence of a homeowner's insurance policy may suffice.*

**MEDIUM HAZARD** – involves limited physical activity by participants and no severe exposure to spectators. Examples include dances, political rallies, flea markets, picnics, parades with no floats, and family type concerts. **Crowd size under 10,000.**

**Insurance Requirements:**

- A. *Workers' Compensation & Employers' Liability, Michigan Statutory Limits of Liability.*
- B. *General Liability (occurrence basis only), with the following coverage inclusions:*
  - a. *Broad Form General Liability Endorsement*
  - b. *Independent Contractor Coverage*
  - c. *Contractual Liability*
  - d. *Products and Completed Operations*
  - e. *Community named as Additional Insured*
- C. *Vehicle Liability Coverage and Michigan No-Fault Coverages, including all owned, non-owned, and hired vehicles.*
- D. *Limits of Liability for coverage B above, shall be a minimum of \$1,000,000 per occurrence and aggregate, and for coverage C above shall be a minimum of \$1,000,000 combined single limit for Personal Injury, Bodily Injury, and Property Damage.*

**HIGH HAZARD** – involves major participation by participants and/or moderate to severe exposure to spectators. Examples include team or individual sporting events (non-professional), circuses and carnivals with rides, parades with floats, and marathons or similar races or any event with a **Crowd size between 10,000 and 25,000.**

## **Insurance Requirements:**

- A. *Same as A, B, and C, in Item 2 above.*
- B. *Limits of Liability for coverage B above, shall be a minimum of \$3,000,000 per occurrence and aggregate, and for coverage C above shall be a minimum of \$3,000,000 combined single limit for Personal Injury, Bodily Injury, and Property Damage.*

## **SPECIAL HAZARDS:**

- *Rock concerts*
- *Professional or collegiate sporting events*
- *Rodeos*
- *All vehicle races*
- *Fireworks displays*
- *All events with crowd size over 25,000*
- *All functions where alcoholic beverages are served*

## **Insurance Requirements:**

*Because of the unique circumstances involved in any of these categories of events, it is impossible to set an overall guideline. Factors such as crowd size, potential hazards, availability, and cost of insurance coverages must be taken into consideration prior to the decision.*

## **FIREWORKS DISPLAYS**

If fireworks are being held, the following rules must be strictly adhered to:

1. Displays **MUST** be contracted out to a well-recognized professional firm specializing in this type of display.
2. The firm **MUST** comply with all applicable NFPA (National Fire Protection Association) standards and all local, State, and Federal laws, statues, guidelines, or rules otherwise applicable.
3. Insurance coverages and Certificates **MUST** be secured well in advance of the event, so that they can be properly reviewed and approved.
4. Hold harmless clauses **MUST** be in place benefiting the community, and reviewed by the community's Legal Counsel.
5. Never, under any circumstances, shall an employee, volunteer, or any other person connected with the community be permitted to conduct such a display.

## **SERVING OF ALCOHOLIC BEVERAGES**

The serving of alcoholic beverages on community premises or functions sponsored or approved by the community, must be strictly controlled and monitored. The potential liabilities that can exist or be manifested could severely and adversely impact the community. The following basics are outlined for informational use:

1. Any function where alcoholic beverages are served, and money, IN ANY FORM, changes hands, requires the issuance of a Liquor License by the Michigan Liquor Control Commission. There need not be a specific charge for the beer, wine, or liquor. For instance, if a retirement party is being held at your community house, and each individual contributes \$15 for the event, and beer is served, a license is required. To repeat: ***IF ANY FUNDS CHANGE HANDS FOR THE FUNCTION, A LICENSE IS REQUIRED.***
2. The sponsor of the event must secure the license for the privilege of using the community's facilities.
3. The person or organization who secures the license is subject to claims under the Michigan Dram Shop Act.
4. The licensee must be required to secure Liquor Liability and General Liability Coverage for all such events. The City of Clawson should be named as ***additional insured*** on the General Liability and the Liquor Liability policies.
5. The type of event, size of crowd, and other factors will dictate the Limit of Liability to be required, however, the minimum Limits of Liability should be \$500,000 for the smallest events, i.e. up to fifty (50) person crowd size.

As a result of the review of the use by the City Manager, some events may require that additional City staff or representatives of the City be on site during the event. This may result in extra costs to the event sponsor.

### **TRAFFIC CONTROL AND SAFETY REQUIREMENTS**

The sponsor shall be responsible for complying with all traffic control and safety procedures required by the City during the event. The requirements will be indicated in the notice of approval and additional requirements may be made by the City during the event as may be necessary for the safety of the public.

### **PARTICIPANT WAIVER OF LIABILITY**

The sponsor shall be responsible for obtaining all signed indemnification agreements as required by the City. Specific requirements may be indicated in the City's written confirmation of approval.

### **VENDOR AND CONCESSION**

Any event that is serving food must have all food vendors approved by the Oakland County Health Department. All food vendors must supply a valid certificate of insurance naming the City of Clawson as an additional insured prior to opening of the food stand. All food vendors must post a valid temporary food license if required by the Oakland County Health Department. Food vendors are responsible for any and all fees related to obtaining a food license.

### **TWO OR MORE APPLICATIONS FOR THE SAME DATE**

In the event that two or more applications are received for the same date and time, prior to the approval of either event, the date and time that each application was received by the City of Clawson shall determine the order of preference. Once a special use permit has been granted, it shall be the policy of the City Council to award no further permits for the same date, time and general location.



**WRITTEN CONFIRMATION OF CITY APPROVAL**

Upon approval of the Special Use Application, a written confirmation as to the action of City Council will be forwarded to the individual or organization requesting the event. This confirmation will outline any special conditions that must be met if the event is to be held. The City of Clawson Special Use Application must be completed for all special uses that take place in parks and property owned/controlled by the City of Clawson.

**ALCOHOL IN PARKS/PUBLIC PLACES**

No alcohol may be consumed in parks or on public grounds except by special permit.

**NOISE**

The noise ordinance must be adhered to at all times.

**AMUSEMENTS**

No rides, amusements, petting zoos, inflatable games, dunk tanks, generators, concessions, hot or cold air balloons without special permission and/or permits as required by City of Clawson Code of Ordinances.

**TENTS**

No tents may be erected without special permission.

**SPORTING EVENTS**

The use of facilities, indoor or outdoor, for sporting events by any group, school sponsored leagues, or other types of organizations requires all participants in such events to sign waiver forms prior to participating in any sporting event.

**CITY OF CLAWSON GENERAL RULES AND REGULATIONS  
INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_ agree(s) to defend, indemnify and hold harmless the City of Clawson, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the \_\_\_\_\_ by reason of any damage to property, personal injury or bodily injury, including death, sustained by a person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Clawson or by third parties, or by the agents, servants, employees or factors of any of them.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

## PARKS AND RECREATION FEE SCHEDULE

### ATHLETIC FIELDS

City Park, Softball Field, and Northwest Soccer Field	Free to schools, youth leagues, and service clubs	\$50.00 per game
City Park Baseball Field		\$100.00 per game \$175.00 double header

### CITY HALL ACTIVITY ROOM

<b>Weekdays (Resident)</b> <i>Monday through Thursday</i>	Hourly Rate	\$	30.00
<b>Weekdays (Non-Resident)</b>	Hourly Rate	\$	40.00
<b>Weekends (Resident)</b> <i>Friday through Sunday</i>	Hourly Rate	\$	50.00
<b>Weekends (Non-Resident)</b>	Hourly Rate	\$	60.00

### HUNTER COMMUNITY CENTER

<b>Meeting Room</b> <i>(Resident)</i>	Hourly Rate	\$	20.00
	Weekend per hour additional cost	\$	15.00
<b>Meeting Room</b> <i>(Non-Resident)</i>	Hourly Rate	\$	30.00
	Weekend per hour additional cost	\$	15.00
<b>Gymnasium (Resident)</b>	Per hour	\$	40.00
<b>Gymnasium (Non-Resident)</b>	Per Hour	\$	60.00
<b>Gymnasium Weekend Use</b>	Additional cost per hour	\$	15.00

### PARK SHELTER

<b>Weekdays</b> <i>Monday through Friday</i>	Resident	\$	65.00
	Non-Resident	\$	130.00
<b>Weekends</b> <i>Saturday-Sunday-Holidays</i>	Resident	\$	75.00
	Non-Resident	\$	150.00

**PLEASE NOTE:  
SERVICE ORGANIZATIONS AND CLAWSON SCHOOLS USE THE  
FACILITIES FOR FREE EXCEPT FOR WEEKENDS.**

## **CITY HALL COMMUNITY CENTER POLICIES AND PROCEDURES**

*City Hall may be reserved by **CLAWSON RESIDENTS OR ORGANIZATIONS WITHIN THE CITY OF CLAWSON** only upon proper application and payment of rental fees as established by the Parks and Recreation Department.*

1. The Parks and Recreation facilities shall be made available for public use in accordance with the policies established by the City of Clawson. The person filling out the application and those responsible for the groups must be at least eighteen (18) years of age.
2. The Parks and Recreation Department reserves the right to demand sufficient time for full investigation of applications, has the right to cancel permits with or without due notice and may limit the frequency of building use by one group or organization at its discretion. The department has final jurisdiction in any matter relating to its facilities.
3. The City of Clawson assumes no responsibility or liability, financial or otherwise, for accidents or injuries sustained by individuals or groups while using the facility.
4. City Hall hours are posted on the application and there is no supervisor at the Hall. Groups will receive an after hours confirmation form that will describe the procedure to enter the facility.
5. Gambling, raffles, lotteries and use of alcoholic beverages or illegal drugs are PROHIBITED.
6. Groups made up of seventeen (17) year olds and younger must have one adult present for every twenty (20) patrons. Failure to comply with this requirement may result in forfeiture of room rental.
7. Applicants must guarantee:
  - a. Orderly behavior and responsiveness to directives of staff/personnel.
  - b. They will not remove, change, arrange or revise anything in the building without specific approval from the Recreation Department.
  - c. Financial responsibility for any damage due to their use of the facility.
  - d. That their program or activity is of a nature suitable for presentation in a public building and that it is lawful and in conformity with regulations of state and federal laws, the City of Clawson, and the Parks and Recreation Department.
8. Admission charges or collections are prohibited unless permission is granted upon permit. Collective privileges will be specifically restricted.
9. Fire prevention regulations are as follows:
  - a. The use of any type of open flame is forbidden. Electrical extensions and decorations must be flame-proof.
  - b. Decorations and their placement require special permission.
  - c. Corridors, exits, and stairways must be free at all times of obstruction. Exits are to be lighted when rooms are in use. Persons may stand in a meeting room only behind the last row of seats – never in the aisles or exits.
10. Organizations shall not be permitted to store large or bulky items in the building.
11. Normal clean-up shall be performed following use. Normal clean-up includes:
  - a. Removal of ALL materials brought in.
  - b. Removal of ALL decorations.
  - c. Groups may leave a reasonable amount of trash in plastic bags for disposal.

## CITY PARK AND PAVILION POLICIES AND PROCEDURES

1. Reservations will be taken beginning January of each year for the following May through September. **RESERVATIONS MUST BE MADE IN PERSON AND ONLY ON A FIRST COME, FIRST SERVE BASIS.**
2. Only Clawson residents or groups may make a reservation prior to May 1.
3. To avoid any complications, please bring the picnic permit with you on the day of your event. Also, please note park policies.
4. The picnic area hours are 8:00 a.m. – 8:00 p.m. and will be strictly enforced.
5. **NO ALCOHOLIC BEVERAGES PERMITTED IN ANY AREA OF THE PARK.**
6. Dogs permitted only if leashed, but not in picnic area. All waste is to be picked up and carried away.
7. Food and its containers must be wrapped before being placed in receptacles.
8. **NO MOTOR VEHICLES, MOTORCYCLES, ETC. ARE PERMITTED IN THE PARK.**
9. The area used must be left clean and tidy.
10. **COOPERATION IN MAINTAINING RESTROOMS IN A NEAT AND SANITARY CONDITION. BATHROOMS WILL BE OPENED AT 9:00 A.M. ON WEEKENDS.**
11. Parents must be responsible for the conduct of minors.
12. No ball playing, Frisbee throwing, etc. except in designated play areas on the west side of the pavement that divides the park area.
13. The use of loud speakers or other types of equipment for the amplification of music is prohibited.
14. **ELECTRICITY OUTLETS ARE LOCATED ON THE PAVILION PILLARS.**
15. Fires are only permitted in the grills provided for that use.
16. Rental groups are allowed to reserve only half of the pavilion, which has a capacity of 80-100 people.
17. Please be aware that your group may need to move tables to the pavilion.
18. Please do not nail, staple or use thumbtacks on the picnic shelter. Signs/banners may be adhered to the shelter by string or tape. At the conclusion of your event, please remove any signs posted in the park by your group.
19. Moonwalks or other amusements of this nature will be permitted only if the renter provides the City with a copy of the insurance policy provided by the company naming the City of Clawson as the additionally insured party.
20. Rental Fees: 

Weekdays	\$55	Residents	\$115	Non-Residents
Weekends	\$65	Residents	\$135	Non-Residents
21. There will be a \$5.00 service fee for any cancellation of pavilion rental. If cancellation is within one week of rental, there will not be a refund. There are no refunds given due to rain or poor weather.

## HUNTER POLICIES AND PROCEDURES

*Hunter Community Center Rooms may be reserved by civic, cultural, educational, or youth serving agencies in the City of Clawson upon proper application and upon payment of rental fees as established by the Parks and Recreation Department.*

1. The Parks and Recreation facilities shall be made available for public use in accordance with the policies established by the City of Clawson. The person filling out the application and those responsible for the groups must be at least eighteen (18) years of age.
2. The Parks and Recreation Department reserves the right to demand sufficient time for full investigation of applications, has the right to cancel permits with or without notice and may limit the frequency of building use by one group or organization at its discretion. The department has final jurisdiction in any matter relating to its facilities.
3. The City of Clawson assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individuals or groups while using the facility.
4. The end time deadline for room rental is 10:30 p.m. and the building must be cleared and locked up by 11:00 p.m. unless prior permission is granted. A supervisor must be on duty during all hours of building operation.
5. Gambling, raffles, lotteries and use of alcoholic beverages or illegal drugs are PROHIBITED.
6. Groups made up of seventeen (17) year olds and younger must have one adult present for every twenty (20) minors. Failure to comply with this requirement may result in forfeiture of room rental.
7. Applicants must guarantee:
  - a. Orderly behavior and responsiveness to directives of staff personnel.
  - b. They will not remove, change, arrange or revise anything in the building without specific approval from the Parks and Recreation Department.
  - c. Financial responsibility for any damage due to use of the facility.
  - d. That their program or activity is of a nature suitable for presentation in a public building and that it is lawful and in conformity with regulations of state and federal laws, the City of Clawson, and the Parks and Recreation Department.
8. Admission charges or collections are prohibited unless permission is granted upon permit.
9. Fire prevention regulations are as follows:
  - a. The use of any type of open flame is forbidden. Electrical extensions and decorations must be flame-proof.
  - b. Decorations and their placement require specific permission.
  - c. Corridors, exits, and stairways must be free at all times of obstruction. Exits are to be lighted when rooms are in use. Persons may stand in a meeting room only behind the last row of seats – never in the aisles or exits.
10. Organizations shall not be permitted to store large or bulky items in the building.
11. Normal clean-up shall be performed following use. Normal clean-up includes:
  - a. Removal of ALL materials brought in.
  - b. Removal of ALL decorations.
  - c. Groups may leave a reasonable amount of trash in plastic bags for disposal.

## **FACILITIES USE AND SHORT TERM RENTALS**

The use of community facilities by outside groups may involve meeting rooms, halls, parks, arts centers, or other buildings owned by the community from one day to two weeks.

### **DEFINITION OF GROUPS:**

**Individuals:** including weddings, wedding receptions, graduation parties, and other like functions.

**Non-Profit/Charitable Groups:** including civic groups, such as Chamber of Commerce, service clubs, church religious groups, and similar groups.

**Commercial For-Profit Groups:** including flea markets, business displays, business seminars, office parties, and meetings.

For the use of facilities by the following types of groups, coverages are required as indicated.

1. **Individuals:** Evidence that the individual has personal liability coverage in force; a minimum amount of \$100,000 is recommended. This will normally take the form of a Homeowners, Condo, or Tenants policy, where the liability coverage is included along with other coverages for the individual. A copy of the policy must be submitted along with the Special Use agreement as evidence of coverage.
2. **Non-Profit/Charitable Groups:** General Liability Coverage with a minimum Limit of Liability of \$1,000,000 per occurrence and aggregate, including Products and Completed Operations and Contractual Liability. The City of Clawson must be named as Additional Insured. Certificates of Insurance for Workers' Compensation is required, even if the group may not have coverage in force.
3. **Commercial For-Profit Groups:**
  - a. Workers' Compensation & Employers' Liability, Michigan Statutory Limits of Liability.
  - b. General Liability (Occurrence Basis Only) with the following coverage inclusions:
    - Broad Form General Liability Endorsement.*
    - Independent Contractor Coverage.*
    - Contractual Liability.*
    - Products & Completed Operations.*
    - City of Clawson named as Additional Insured*
  - c. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.
  - d. Limits of Liability for coverage B above, shall be a minimum of \$1,000,000 per occurrence and aggregate, and for coverage C above shall be a minimum of \$1,000,000 combined single limit for Personal Injury, Bodily Injury, and Property Damage.
4. If valet parking is to be conducted during any of the above type functions, Garage Liability and Garagekeeper's Legal Liability coverage will also be required.
5. Americans with Disabilities Act (ADA) provisions should be included in any written agreements.

**CERTIFICATE OF INSURANCE CHECKLIST**

Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Facility Involved: \_\_\_\_\_

Facility Use Dates: \_\_\_\_\_

Prepared By: \_\_\_\_\_

- \_\_\_ Insurance Carrier is acceptable (see A.M. Best Rating section)
- \_\_\_ Insured name matches name on contract or special use agreement
- \_\_\_ General Liability coverages match contract/special use agreement
- \_\_\_ General Liability coverage limits match contract
- \_\_\_ Automobile Liability coverages match contract or special use agreement
- \_\_\_ Automobile Liability coverage limits match contract or special use agreement
- \_\_\_ Excess coverage limits match contract or special use agreement
- \_\_\_ Workers' Compensation coverages are provided
- \_\_\_ All Coverage dates cover use dates, include setup/takedown
- \_\_\_ Certificate holder is correct
- \_\_\_ Additional insured wording is correct
- \_\_\_ Cancellation provision is correct
- \_\_\_ Employers' Liability coverage is indicated
- \_\_\_ Is OCP policy correct
- \_\_\_ Property coverages checked (if applicable)
- \_\_\_ Are bonds correctly issued (if applicable)
- \_\_\_ Expiration suspenses are set

<p><b>A.M. Best Company Carrier Rating</b></p> <p>(Must be A (-) VII or higher)</p> <hr/> <hr/> <hr/>
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**HOLD HARMLESS CLAUSE**

To the fullest extent permitted by law the \_\_\_\_\_ agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Clawson, its elected and appointed officials, employees and volunteers, and others working on behalf of the City of Clawson against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Clawson, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date





### WAIVER OF SUBROGATION

To the extent permitted by law, the Lessee hereby releases the City of Clawson, its elected and appointed officials, employees and volunteers, and others working in behalf of the City of Clawson from any and all liability or responsibility to the Lessee or anyone claiming through or under the Lessee by way of subrogation or otherwise, for any loss or damage to property causes by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the City of Clawson, its elected and appointed officials, employees or volunteers, or others working in behalf of the City of Clawson. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Lessee's occupancy or use, and Lessee's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Lessee to recover thereunder.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



## **ACCIDENT WAIVER AND RELEASE OF LIABILITY**

### **SPORTING EVENT PARTICIPANT**

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include but are not limited to, those caused by the terrain, facilities, temperature, weather, condition of the athlete's equipment, vehicular traffic, actions of other people including but not limited to volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event and lack of hydration. If applicable, hazards may be caused by water currents or waves and other water related hazards. I hereby assume all the risks of participating in this event.

I certify that I am physically fit, have sufficiently trained for participation in this event, and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability form will be used by the City of Clawson and the event holders, sponsors, and organizers and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns to: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me, including as to my traveling to and from this event, the following entities or persons: City of Clawson, its elected and appointed officials, employees and volunteers, and representatives and agents, and others working or acting in behalf of the City of Clawson: and to the extent permitted by law (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of or relating to my attendance at or participation in this event.

I hereby consent to receive medical treatment, which may be deemed appropriate in the event of injury, accident, and/or illness during this event.

I hereby certify that I have read this document and understand and agree to its content.

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ACCIDENT WAIVER AND RELEASE OF LIABILITY**

**PARENT-GUARDIAN WAIVER FOR MINORS**

The undersigned parent and natural guardian or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity, and agrees to the fullest extent permitted by law to save, hold harmless and indemnify the City of Clawson, their elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim, or damage whatsoever, including bodily injury or death, which may be imposed upon or incurred by the City of Clawson because of the participation of the minor in this event. By signing below, you also agree to release said parties in this regard on behalf of both the minor and the parents or legal guardian.

Minor: \_\_\_\_\_ Age: \_\_\_\_\_

Parent or Legal Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Event: \_\_\_\_\_



## CONSENT TO MEDICAL TREATMENT OF MINOR

If the applicant is under 18 years of age, the parents or guardians must execute this document.

I hereby authorize any duly authorized doctor, emergency medical technician, paramedic, nurse, hospital, or other medical facility to treat said minor for the purpose of attempting to treat or relieve any injuries received by, or illness of, said minor while he/she is/was a participant or observer at the event named below.

I authorize any licensed physician to perform any procedure, which he/she deems advisable in attempting to treat or relieve any injuries to, or illness of, said minor that he/she may encounter during any necessary operation.

I consent to the administration of anesthesia to said minor as deemed advisable by any licensed physician.

The undersigned parent or natural guardian or legal guardian of said minor does hereby represent that he/she is, in fact, in such capacity and to the extent permitted by law agrees on his/her behalf, and that of the minor, to save, hold harmless and indemnify City of Clawson, its elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim, or damage whatsoever that may be imposed upon or incurred by said parties because of the participation of the minor in the event shown, and does release said parties on behalf of both the parents or legal guardian.

Event: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Parents or Guardian: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Phone: \_\_\_\_\_

Parent or Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

List allergies/known medical conditions:

\_\_\_\_\_

\_\_\_\_\_