



**PITTSFIELD CHARTER TOWNSHIP**  
**Parks & Recreation Department, 701 W. Ellsworth Rd. Ann Arbor, MI 48108 (734) 822-2120**  
**Park Rangers: 734-474-1314**

**PARK FACILITIES PERMIT AGREEMENT**

Name of Organization (if applicable): \_\_\_\_\_

Representative's Name: \_\_\_\_\_ email: \_\_\_\_\_

Address	City	Zip	Phone#
Park/Pavilion Name: _____ Date: _____ Time: _____			

Type of use: \_\_\_\_\_

**Park/Pavilion**

**Rental Fee**

<b>Lillie Park South #1 Pavilion (cap. 40):</b>	Wk. (<4hrs) \$35 - (4+hrs) \$45 - Wknd/Hol (<4hrs) \$50 - (4+hrs) \$65
<b>Lillie Park South #2 Pavilion (cap. 20):</b>	Wk. (<4hrs) \$25 - (4+hrs) \$35 - Wknd/Hol (<4hrs) \$35 - (4+hrs) \$45
<b>Lillie Park South #3 Pavilion (cap. 40):</b>	Wk. (<4hrs) \$25 - (4+hrs) \$35 - Wknd/Hol (<4hrs) \$35 - (4+hrs) \$45
<b>Lillie Park North Pavilion (cap. 40):</b>	Wk. (<4hrs) \$25 - (4+hrs) \$35 - Wknd/Hol (<4hrs) \$35 - (4+hrs) \$45
<b>Woolley Park (cap. 30)</b>	Wk. (<4hrs) \$25 - (4+hrs) \$35 - Wknd/Hol (<4hrs) \$35 - (4+hrs) \$45
<b>Marsh View Meadows Park Pavilion (cap. 120):</b>	Wk. (<4hrs) \$65 - (4+hrs) \$85 - Wknd/Hol (<4hrs) \$95 - (4+hrs) \$125
<b>*Montibeller Park Pavilion (cap. 100):</b>	Wk. (<4hrs) \$50 - (4+hrs) \$65 - Wknd/Hol (<4hrs) \$75 - (4+hrs) \$95
<b>Pittsfield Twp. Park Pavilion (cap. 100):</b>	Wk. (<4hrs) \$50 - (4+hrs) \$65 - Wknd/Hol (<4hrs) \$75 - (4+hrs) \$95
<b>Large Group/Event:</b>	<b>Wk. (&lt;6hrs) \$155-(6+hrs) \$210 - Wknd/Hol (&lt;6hrs) \$230-(6+hrs) \$310</b>

**\*Please note Montibeller Park does not have handicap accessible route to restroom.**

Fee must be paid to complete reservation.

Reservations are only for pavilion use, during the designated time, as agreed upon in the permit. Groups holding a reservation must share the rest of the park with general park users. Reservation will be posted at each respective park on day of rental.

IN CASE OF EMERGENCY WEATHER, the shelter will be available to other park users in order to ensure the safety of all individuals in the park.

**Cancellations, Refunds, and/or Changes in Rental Dates**

Cancellation requests or requests for changes in rental dates must be submitted in writing.

Cancellations/changes 30 or more days prior to reservation date – Full refund, minus \$10 administrative fee.

Cancellations/changes 14-29 days prior to the reservation date – 50% refund of rental with \$10 administrative fee.

Cancellation/changes less than 14 days prior to the reservation date – No refund.

No refunds will be given for weather conditions unless Pittsfield Township closes the park or pavilion, in which case a full refund will be given.

Cancellation refunds will take two (2) to four (4) weeks to process.

**ADDITIONAL FEES**

**Additional Clean-up:** \$25.00 per hour

**Damage:** \$25.00 per hour (labor) + material or replacement costs

**Cancellation/Change:** As per policy above + \$10.00 Administrative fee. Refunds will not be given for weather conditions.

When a permit has been agreed upon, payment is expected in full. An approved Permit Agreement will also provide a formal posting at the site. No refunds or reductions in fee will be given for non-use of scheduled fields or park facilities. If weather conditions make the fields unplayable, as determined by the Parks and Recreation Department, a refund or credit will be issued.

I have received a summary of the Pittsfield Township Code, Chapter 16, Article II, Sections 31-47 and the general rules. I have read, understand, and agree to comply with these rules.

The undersigned hereby verifies the he/she (1) has the authority to sign this request for the above named organization, (2) has read the Pittsfield Charter Township park and shelter rental guidelines and ordinances, and agrees to all arrangements therein, and (3) agrees to indemnify, defend and save harmless Pittsfield Charter Township, its officers, agents and employees from and against all loss and expense by reason of liability imposed by law of bodily injury, including death at the time resulting therefrom, sustained loss of use thereof, arising out of or in consequence of performance of this agreement, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the contractor, Pittsfield Charter Township, its officers, agents and employees, excepting only such injury or damage as shall have been occasioned by the sole negligence of Pittsfield Charter Township, its officers, agents and employees. The undersigned further understands that failure to comply with all arrangements herein stated or falsification of any information called for in this request will be grounds for denial of this or any future requests.

Signed \_\_\_\_\_ Driver's License # \_\_\_\_\_ Date \_\_\_\_\_

Rental Amount: \$ \_\_\_\_\_ Receipt #: \_\_\_\_\_ Received By: \_\_\_\_\_

## ***Pittsfield Township Park Rules***

***Hours of operation:*** All parks shall be open daily to the public during the hours from sunrise until dark, and may be kept open to the public after dark to accommodate certain Township approved events. It shall be unlawful for any person to be present in any park during any hours in which the park is not open to the public without first obtaining a permit from the Parks and Recreation Director.

***Motor vehicles and motorized devices:*** No person shall operate a motor vehicle in any park excepting on a street or driveway. No person shall park or leave a motor vehicle any place in a park other than a designated public parking area. No person shall operate a motor vehicle in any park at a speed in excess of 15 miles per hour. Remote-controlled planes may be used provided such use does not interfere with the safety of other occupants in the park. The use of remote-controlled boats, or any other motorized device, except a wheelchair for the disabled, is prohibited.

***Fires:*** No person shall kindle or maintain a fire in any park except in picnic stoves, fireplaces or other outdoor fire containers furnished by the Commission, or in portable stoves or barbecue grills designed and constructed so as not to create a fire hazard. No person shall burn garbage or refuse, nor dispose of any flaming or glowing coals, ashes or substances likely to ignite other substances except by depositing them in containers furnished by the Commission and/or designated for such purpose.

***Preservation of property, natural resources and wildlife, hunting:*** No person shall injure, deface, destroy or cause to be injured, defaced or destroyed any building, structure, facility, equipment, sign or other public property within a park. No person shall injure, damage, remove or attempt to remove any tree, shrub, flower or plant, or any rock, soil or mineral within a park. No person shall hunt, trap, kill, harm, pursue, or disturb any wild bird or animal within a park.

***Noise:*** Amplification of music and the use of loud speakers are subject to the Township's noise ordinance.

***Alcohol:*** Alcohol is not permitted in any park except as provided by these rules. When the park is open, consumption of wine and beer is permitted except in park drives, parking lots, pools, skating rinks, tennis courts, play apparatus areas, and athletic fields. The Township may issue a Special Events Permit to allow the consumption on wine and beer in areas where such consumption would otherwise be prohibited.

***Smoking:*** Smoking is not permitted in any park except as provided by these rules. When the park is open, smoking is permitted in parking lots. Smoking is prohibited within 100 feet of any play apparatus area, pavilion, or athletic field, including any portion of a parking lot within 100 feet of such areas.

***Ponds and Lakes:*** No person shall swim, wade, fly fish, ice skate, or otherwise enter into or on a body of water in a park, nor allow a dog to swim, wade, or otherwise enter into or on a body of water in a park. Fishing without a license or in violation of any Michigan Department of Natural Resources regulation is prohibited. The use of boats or any floating device is prohibited.

***Animals:*** No person shall bring into, harbor, keep or permit a dog or other pet within a park except in a street, driveway, designated picnic area, designated spectator seating area, or designated trail, and only while tethered by a leash and under the immediate control of the person having custody of such dog or pet; but this shall not make unlawful a blind or deaf person being guided by a dog in other areas of a park. All pet owners must promptly pick up and properly discard animal feces. Notwithstanding other provisions of this section, no person shall bring into, harbor, keep or permit a horse or a dangerous animal within a park.

***Firearms, weapons and explosives:*** No person shall bring into, possess, discharge, or use within a park, or discharge into or over a park, any bow and arrow, slingshot, airsoft gun, paint ball gun, trap, fireworks, floating lantern, or explosive, except as otherwise authorized by law. No person shall discharge or use within a park, or discharge into or over a park, any rifle, shotgun, pistol, pellet gun, air rifle, or other firearms, except as otherwise authorized by law. Notwithstanding other provisions of this section, the Director of Parks and Recreation, with the informed consent of the Parks Commission and the Director of the Department of Public Safety, may designate areas within a park in which model rockets may be used.

***Selling; soliciting; advertising:*** No person shall solicit, vend, sell, peddle or offer for sale or advertise by any means any commodity, article or service in a park; but the provisions of this section shall not make unlawful any such activity when conducted by the township or any department or agency of the township, or by persons authorized by contract with the township.

***Refuse disposal:*** No person shall throw, deposit or abandon refuse, garbage, rubbish, trash, or any waste articles in a park excepting in designated receptacles. No person shall destroy glass containers and leave glass pieces on any surface in a park, or bring, possess, or leave glass containers on an athletic field. Dumping hazardous waste, construction debris, furniture, appliances, tires, or any other item not directly related to a permitted park use, is prohibited.

***Rental of facilities:*** The Commission shall, together with the Director of Parks and Recreation, determine the procedures for reservation and rental of park facilities. It may also approve regulations for the issuance of permits for individual and group recreational activities which would otherwise be prohibited by these rules. Township programs and other previously scheduled permitted uses shall be given priority over unscheduled park use. Reservation and rental of park facilities may also be made through the Township's Special Events Permit Application process for appropriate events.

***Signs; handbills:*** No person shall glue, tack or otherwise post, erect or distribute in a park any sign, placard, advertisement or inscription, except when advertising an event at the same park for a permitted event. Advertisements for previously approved events shall be limited to two yard signs not larger than 24" x 36", and placed only at the entrance to the park at which the permitted event is to be held. Advertisements may be placed not more than one week in advance of the permitted event, and must be removed no later than 24 hours after the completion of the event.

***Camping and structures:*** No person shall camp, construct a sleeping tent, picnic tent, or inflatable bouncers, without first obtaining a special use permit from the Township. No person shall construct a temporary dwelling, tree stand, or any structure in any park. The use of umbrellas and similar portable devices for individual protection from sun and rain does not require obtaining a permit.

***Athletic Game Fields:*** A permit must be obtained from the Township prior to making use of any athletic game field at any park.

***Exemptions:*** Nothing in these rules shall make unlawful any act or omission on the park to any peace officer or any duty authorized officers, agents, employees, representatives or contractors of the state, township or the Commission reasonably required in their official duties, as a part of the training of township employees, or in the management, operation and maintenance of a park.

### ***General Rules:***

\*Tables are not to be removed from the shelter, diamonds or designated areas.

\*All trash, paper, foodstuffs, must be placed in containers

\*Admission charges for any use or event, other than Recreation Department events or programs, are prohibited.

***I have read and reviewed the following Park Rules (please initial) \_\_\_\_\_***

**Assumption of Risk and Waiver of Liability**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Pittsfield Township Parks and Recreation Department (PTPRD) has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, PTPRD cannot guarantee that you will not become exposed to or infected with COVID-19 by entering upon and using PTPRD premises.



By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by entering upon and using PTPRD premises, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, PTPRD employees, volunteers, and others entering upon and using PTPRD premises. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren) including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind that I may experience or incur in connection with my entering upon and using PTPRD premises. On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless PTPRD, Pittsfield Township, and their officials, employees, agents, and representatives, from and against any and all liability, claims, demands, actions, causes of action, damages, and expenses arising or in any way related to my entrance upon and use of PTPRD premises. I understand and agree that this release and covenant not to sue includes, but is not limited to, any claims related to COVID-19 based on the actions, omissions, or negligence of PTPRD, Pittsfield Township, or their officials, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my entrance upon and use of PTPRD premises.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_