

**SPECIAL USE PERMIT  
MUNICIPAL FACILITY BY ORGANIZED GROUP  
(LICENSE)**

This agreement is entered into on \_\_\_\_\_ (date), between the City of Iron River, a municipal corporation organized under the laws of the State of Michigan, referred to as "Licensor," and \_\_\_\_\_ of \_\_\_\_\_ (address), referred to as "Licensee."

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

**SECTION ONE  
DESCRIPTION OF PREMISES**

Licensor grants to Licensee the right to use the following municipal facilities of the City of Iron River for an organized gathering or event:

- Nelson Field Park
- Ice Lake Park
- Bachman Park
- Nanaimo Park
- City Hall Auditorium - \$50.00 Daily Rental Fee per Minutes of 7-23-10

**SECTION TWO  
PURPOSE, PARTICIPANTS AND DATE**

Lessee represents that the above-described premises are being rented for the purpose of \_\_\_\_\_ (state in detail use to be made), and for no other purpose. The organized event will have:

- 25 to 50
- 50 to 100
- 100 to 200
- 200 plus participants.

The organized event will take place on \_\_\_\_\_ (dated) between the hours of

at 8:00 a.m and at 9:00 p.m.

**SECTION THREE  
DAILY USER FEE**

A daily use fee for the municipal facility shall be paid by Licensee to Licensor pursuant to the following schedule:

25 to 50 participants:*	*SUBJECT TO A DETERMINATION BY COUNCIL AT A
50 to 100 participants:*	LATER DATE
100 to 200 participants:*	
200 plus participants:*	

Organized youth activities - all participants under the age of 15: NO CHARGE

**SECTION FOUR  
RULES AND REGULATIONS**

Licensee shall abide by and conform to all rules and regulations adopted or prescribed by Licensor for the use of municipal facility. The attention of Licensee is called to any such violation on the part of Licensee, or any person employed by or admitted to the municipal facility by Licensee. Licensee shall immediately desist from and correct or caused to be corrected such violation.

**SECTION FIVE  
INDEMNIFICATION**

Licensee covenants and agrees to save Licensor harmless and to indemnify Licensor against any and all claims or liabilities for compensation under the laws of the State of Michigan and any other public liability or property damage liability that may arise or accrue by reason of the use by Licensee of the municipal facility.

If the number of participants is anticipated to exceed 100 individuals, Licensee shall obtain and/or show proof of bodily injury liability and property damage insurance in the amount of One Hundred Thousand and no/100ths (\$100,000.00) Dollars.

**SECTION SIX  
COMPLIANCE WITH LAW**

Lessee shall comply with all laws of the United States and of the State of Michigan, all ordinances of the City of Iron River, and all rules and requirements of the police and fire departments or other municipal authorities of the City of Iron River.

**SECTION SEVEN  
INTOXICATING LIQUORS**

Possession and consumption of alcoholic beverages is prohibited unless approved by the City Council.

**SECTION EIGHT  
DAMAGE TO PREMISES**

A. If the municipal facility, or any part of the municipal facility, or any equipment located on the municipal facility, during the term of this agreement shall be damaged by the act, default, or negligence of Licensee, or of Licensee's agents, employees, patrons, guests, or any person admitted to the municipal facility by Licensee, Licensee will pay to Licensor, upon demand, such sum as shall be necessary to restore the municipal facility or equipment contained in or on the municipal facility to its present condition.

B. Licensee assumes full responsibility for the character, acts, and conduct of all persons admitted to the municipal facility by the consent of Licensee or by or with consent of any person acting for or on behalf of Licensee.

**SECTION NINE  
SECURITY DEPOSIT**

Licensee shall deposit with Licensor as security for return of the municipal facility in proper condition pursuant to the following schedule:

25 to 50 participants:	\$100.00
50 to 100 participants:	\$125.00
100 to 200 participants:	\$150.00
200 plus participants:	\$200.00

Upon termination of the agreement, Licensee, if all conditions of the agreement have been complied with, shall be entitled to the return of the deposit.

**SECTION TEN  
FIRE HAZARDS**

A. Licensee shall not do or permit to be done anything in or on any part of the municipal facility, or bring or keep anything in the municipal facility, which will in any way increase conditions of any insurance policy upon the municipal facility or any part of the municipal facility, or in any way increase the rate of fire or public liability insurance upon the municipal facility or property kept in or on the municipal facility, or in any way conflict with the regulations of the fire department.

B. Licensee shall not, without the prior, written consent of Licensor, put up or operate any engine or machinery in or on the municipal facility or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes for anything other than electricity for illuminating the municipal facility.

**SECTION ELEVEN  
ASSIGNMENT**

Licensee shall not assign this agreement without the prior, written consent of Licensor, nor allow any use of the municipal facility other than as specified in this agreement.

**SECTION TWELVE  
ATTORNEY FEES**

Licensee agrees to pay 100% attorney fees on any part of the rental, service charge required, or damages to be collected by Licensor by suit.

**SECTION THIRTEEN  
STAFF**

Licensee understands and specifically agrees that Licensor does not furnish any staff not otherwise provided for in this agreement.

**SECTION FOURTEEN  
REVOCATION**

Licensor reserves the right to revoke this agreement upon the giving 72 hour advance written notice to the Licensee and refunding the fees and security deposit paid by Licensee.

Licensee may give up its rights under this agreement upon seven (7) day written notice to Licensor and receive a refund of the fees and security deposit paid to Licensor.

**SECTION FIFTEEN  
WAIVERS**

Waiver by Licensor of any breach of any covenant or duty of Licensee under this agreement is not a waiver of a breach of any other covenant or duty of Licensee, or of any subsequent breach of the same covenant or duty.

In witness, each party to this agreement has caused it to be executed at \_\_\_\_\_  
\_\_\_\_\_ [place of execution] on the date indicated below.

LICENSOR  
CITY OF IRON RIVER

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

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

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

LICENSEE

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

\_\_\_\_\_

ADOPTED BY THE IRON RIVER CITY COUNCIL ON MAY 19, 2010