



Elmer Lange Park Ball Diamond

Kochville Township

5851 Mackinaw Road, Saginaw, MI 48604

Reservation Application & Agreement

A \$50 charge for residents and non-residents for lining and dragging the ball field.

A \$45 charge for Leagues per week for lining and dragging the ball field.

RESERVATION INFORMATION:

Name & Address: _____

Phone: (____) _____

Requested Reservation Dates: _____ / _____ / _____

Requested Reservation Time: 7:00 a.m. to Noon Noon to 5:00 p.m.
 5:00 p.m. to Sunset

RESERVATION TERMS AND CONDITIONS:

- The person requesting reservation and signing this agreement, the *requestor*, must be at least 18 years of age. Proof of age through photo identification is required at the time of reservation.
- Kochville Township does not charge for the reservation of the ball diamond at Elmer Lange Park.
- No spirituous or malt liquors shall be sold, brought in, or consumed within Elmer Lange Park.
- Kochville Township permits reservation of the ball diamond at Elmer Lange Park on a first-come, first-served basis.
- The requestor is personally responsible for returning the premises in the same condition as when the requestor took possession, excluding ordinary and reasonable wear and tear.
- All activities, including set up and clean up, will be conducted the day the ball diamond is reserved.
- Kochville Township permits use of the ball diamond at Elmer Lange Park “as is.” The requestor will conduct an inspection upon taking possession of the ball diamond and will report any damage found in the inspection in writing and submit to the Township Offices. The requestor is responsible for making sure the ball diamond is clean upon leaving. The requestor will place all refuse in containers provided by Kochville Township.
- Outside signs must comply with the Kochville Township Sign Ordinance, which regulates signs in Kochville Township, and may be put up the day of reservation and must be taken down the day of reservation. Any signs posted before or after reservation will be destroyed by Kochville Township.
- The requestor and any person who may be using, occupying, or visiting the ball

diamond agree to abide by all local, state, and federal laws.

- The requestor understands and agrees that the requestor is only reserving the ball diamond and not any other facility or structure, including the pavilion.
- The requestor understands and agrees that the reservation of the ball diamond is a privilege that can be revoked at any time for violating this agreement or any local, state, or federal laws.
- Request for the privilege to reserve the ball diamond can be made after March 15 of each calendar year.
- Any renter will provide evidence that he or she has “personal liability” coverage in force in the minimum amount of \$100,000.00 including property damage coverage.
- In consideration of Kochville Township’s entry into this Agreement, the parties agree that:
 1. Kochville Township shall not be liable for any loss, cost, injury, or damage to any property which at any time may be suffered or sustained by the requestor or by any persons who may be using, occupying, or visiting the ball diamond, for whatever reason or cause.
 2. The requestor shall indemnify, hold harmless and defend Kochville Township from and against all claims, liabilities, losses, or damages whatsoever including, without limitation, attorneys’ fees on account of any such loss, injury, death, or damage suffered or sustained by Kochville Township in connection with the events described in 1 and 2 above.

INDEMNIFICATION AGREEMENT:

The User (named above) agrees to defend, indemnify and hold harmless **Kochville Township** from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against, or from the User (named above) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any 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 if caused in whole or in part by the negligence of the User (named above), or by third parties, or by the agents, servants, employees or factors of any of them.

SIGNED: _____ DATE:_____

*******FOR OFFICIAL USE ONLY*******

Requestor over 18: **Yes** **Verified by Photo ID:** **Yes**

Requested Reservation Date Approved: **Yes** **No**

APPROVED: _____ DATE:_____

Requestor Notified Request was Approved or Denied: **Yes** **No**

