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**HAMBURG TOWNSHIP  
PARKS AND RECREATION COMMITTEE  
REGULAR MEETING AGENDA  
Location: Hamburg Township Board Room  
Wednesday, February 27, 2019 – 4:00 p.m.**

1. Call to Order
2. Pledge to the Flag
3. Roll Call of the Board
4. Call to the Public
5. Approval of the Agenda
6. Approval of the Minutes
  - A. November 27, 2018 – Parks & Recreation Regular Meeting Minutes
  - B. January 22, 2019 – Parks & Recreation Regular Meeting Minutes
7. Correspondence - None
8. New Business
  - A. None
9. Current Business
  - A. Parks & Recreation Master Plan/Pending Grants/Supervisor Report**
    1. Iron Belle Trail/Lakelands Trail – Supervisor update
    2. Grant Update
  - B. Township Park Use Policy/Fee/Procedures**
    1. Park Facility Use Policy – Approved by TB February 19, 2019
    2. Park Fee Schedule – No Updates
  - C. Administrative Services**
    1. Park Coordinator's Report – February 2019
    2. Senior Center Report – February 2019

3. Park Use Requests:

- A. Pinckney Schools – Soccer Fields - Approved by Agreement 2/19/19
- B. Hamburg Soccer – Spring Season – March 20 to July 28, 2019
- C. Warriors Rugby Club – Spring Season – March 1 to June 16, 2019
- D. PHBSA – Spring Season – April 1 to July 31, 2019
- E. PHBSA – Tournament – May 18 & 19/June 1 & 2, 2019
- F. HERO – Fun Fest – 2020, 2021, 2022 Multi-year Park Use

4. Scholarship Program – No requests for funding

**D. Special Projects**

- 1. T'Ball Fencing & Field Upgrade – Benches & Gravel
- 2. Sun Shade for Adult Workout Area – No updates

**E. Sponsorships/Volunteerism**

- 1. Eagle Scout Project – None
- 2. Amenities and Beautification Committee – No updates
  - A. Adopt a Garden – Beautification Volunteers Needed
  - B. Memorial Bench/Tree Project – No updates

**F. Signage and Community Awareness – No updates**

**G. Risk Management (Insurance/ADA)**

- 1. ADA Compliance in Parklands – Transition Plan – No updates
- 2. ADA Policies and Procedures – No updates

10. Call to the Public

11. Committee Comments

12. Adjournment

**Next Meeting Date: March 26, 2019 – 3:00 p.m.**

# Pledge to the Flag



No  
Information



# Hamburg Township Parks & Recreation

Hamburg Township Offices  
10405 Merrill Rd., P.O. Box 157  
Hamburg, MI 48139  
(810)222-1124  
[www.hamburg.mi.us](http://www.hamburg.mi.us)

Hamburg Township  
Parks & Recreation Committee  
Regular Meeting  
Hamburg Township Hall Board Room  
Tuesday, November 27, 2018  
3:00 p.m.

1. Call to Order

Dolan called the meeting to order at 3:02 p.m.

2. Pledge to the Flag

3. Roll Call of the Parks & Recreation Committee

Board Members Present: Koeble, Muck, Bennett, Auxier, Dolan

Board Members Absent: None

Also Present: Laura Haw, McKenna Associates

Absent: Deby Henneman, Parks Coordinator

4. Call to the Public

A call was made with no response.

5. Approval of the Agenda

**Motion by Auxier, supported by Koeble, to approve the agenda as presented.**

**VOICE VOTE: Ayes: 5**

**MOTION CARRIED**

6. Approval of the Minutes

**Motion by Koeble, supported by Auxier, to approve minutes from September 25, 2018 as presented.**

**VOICE VOTE: Ayes: 5**

**MOTION CARRIED**

7. Correspondence

Correspondence was received and filed for the following:

- Pure Dek Hockey, Inc. – Business Proposal
- Mike Levine Lakelands Trail Heritage Project Flyer – 12/11/18 at 7:00 p.m.
- MMRMA Rap Grant Award Letter – T'Ball Fencing Project

8. New Business

None

9. Unfinished Business

**A. Parks & Recreation Master Plan/Pending Grants/Supervisor Report**

1. Iron Belle & Lakelands Trail Update

No update was given, other than the Heritage Project meeting on 12/11/18 at 7:00 p.m.

2. Grant Planning Summit – Recap and McKenna presentation of draft

**Motion by Auxier, supported by Koeble, to recommend approval of the Master Design Plan Draft as presented, pending a follow-up meeting with Clerk and Parks Coordinator prior to its presentation in final form, to the Township Board of Trustees at their December 18, 2018 meeting at 7:00 p.m.**

**VOICE VOTE: Ayes: 5**

**MOTION CARRIED**

3. Solid Waste Challenge Grant – No update was made.

**B. Township Park Use Policy/Fee/Procedures**

1. Policies & Procedure Manual – No update was made.

2. Park Fee Schedule – No update was made.

**C. Administrative Services**

1. Park Coordinator's Report

Parks Coordinator's Report dated November 21, 2018 was received and filed.

2. Senior/Community Center Report

No Senior Report was made.

3. Park Use Requests:

A. Michigan Jaguar Tournament – May 10-12, 2019 – WP Blackout

**Motion by Muck, supported by Bennett, to recommend approval of the 2019 Michigan Jaguar Tournament contingent on the following: that a Certificate of Insurance naming Hamburg Township as Additional Insured be provided for this event, that the applicant be invoiced as outlined in the current Park Use Fee Schedule, that the Clerk Department be provided all requested documents to their satisfaction, that the Concession sales be limited to pre-packaged foods and beverages and that any other vendors supply a Certificate of Insurance and proof of Food Service license, if applicable. This event will also require Vendor Inspections by the HTFD and approval through Public Safety.**

**VOICE VOTE: Ayes: 5**

**MOTION CARRIED**

B. PowerAde Tournament – Augst 23-25, 2019 – EP & WP Blackout

**Motion by Dolan, supported by Auxier, to recommend approval of the 2019 PowerAde Invitational Tournament contingent on the following: that a Certificate of Insurance naming Hamburg Township as Additional Insured be provided, that the user be charged a \$500 non-refundable hold the date deposit and charged for use less deposit based on fee schedule, that the Clerk Department be provided all requested documents to their satisfaction, that the Concession sales be limited to pre-packaged foods and beverages with no storage of any perishable food items in the stand and that any other vendors supply a Certificate of Insurance and proof of Food Service license, if applicable.**

Event will also be subject to a meeting with Public Safety/Parks & Recreation Committee to work out the specifics regarding the Moving Wall event, and a fire inspection by the HTFD of any applicable vendors.

VOICE VOTE: Ayes: 5

MOTION CARRIED

C. Smartwater Invitational Tournament – May 4-5, 2019 – WP Blackout

Motion by Dolan, supported by Koeble, to recommend approval of the 2019 Smartwater Invitational Tournament contingent on the following: that a Certificate of Insurance naming Hamburg Township as Additional Insured be provided, that the user be charged a \$500 non-refundable hold the date deposit and charged for use less deposit based on fee schedule, that the Clerk Department be provided all requested documents to their satisfaction, that the Concession sales be limited to pre-packaged foods and beverages with no storage of any perishable food items in the stand and that any other vendors supply a Certificate of Insurance and proof of Food Service license, if applicable, subject to a Vendor Inspection by the Fire Marshal. A meeting with Public Safety could also be required to review plans for traffic flow and handicapped parking.

VOICE VOTE: Ayes: 5

MOTION CARRIED

4. Scholarship Program – No pending requests.

**D. Special Projects**

1. Playground Upgrades – No update was made.
2. Hamburg Historical Museum lobby display – No update was made.
3. Gravel Parking lot/service drive maintenance RFP – Bids sent to Administrators
4. Batting Cage, T'Ball Fencing & Field Upgrade Project

Dolan reviewed the project amounts approved by the Township Board at their November 20, 2018 Meeting. The total project budget was approved at a cost not to exceed \$8,500, with the fencing contract being awarded to The Fence Spot in the amount of \$5235. The remainder of the budget will be used to purchase and install 8 aluminum player benches and gravel improvements.

5. Sun Shade for Adult Workout Area – Pending

**E. Sponsorships/Volunteerism/Scholarships**

1. Eagle Scout Project – No update was made.
2. Beautification Committee – No update was made.

**F. Signage and Community Awareness**

1. Entrance Signs/Park Rules/Way-finding Signs – No update was made.
2. Trail Town – No update was made.

**G. Risk Management (Insurance/ADA)**

1. ADA Compliance in Parklands – No update was made.
2. ADA Upgrade Reporting Form & Procedure – Approved by Township Board

10. Call to the Public

A call was made with no response.

11. Committee Comments

No Committee comments were made.

12. Adjourn Meeting

**Motion by Koeble, supported by Auxier, to adjourn the meeting.**

**VOICE VOTE: Ayes: 5**

**MOTION CARRIED**

Meeting adjourned at 3:50 p.m.

Respectfully submitted,



Mike Dolan  
Township Clerk





# Hamburg Township Parks & Recreation

Hamburg Township Offices  
10405 Merrill Rd., P.O. Box 157  
Hamburg, MI 48139  
(810)222-1124  
[www.hamburg.mi.us](http://www.hamburg.mi.us)

Hamburg Township  
Parks & Recreation Committee  
Regular Meeting  
Hamburg Township Hall Board Room  
Tuesday, January 22, 2019  
3:00 p.m.

1. Call to Order

Dolan called the meeting to order at 3:03 p.m.

2. Pledge to the Flag

3. Roll Call of the Parks & Recreation Committee

Board Members Present: Koeble, Bennett, Auxier, Dolan

Board Members Absent: Muck

Also Present: Deby Henneman, Parks Coordinator

4. Call to the Public

Rick Marshall, Participant with HCSC – Has participated with HCSC for a year and supports the club. He states the service they provide is affordable and is a good recreational outlet for the children. He is in support of tax dollars assisting this type of programming.

Gary Parsons, 5295 Gallagher – He stated he has been a member of the HCSC Board in the past, and came to remind the committee about the contributions to the Parks that the club has made over the years. He stated when the concession stand was built the Township wasn't in a good position to contribute, so HCSC stepped up and worked on the project, supplying over \$10,000 in equipment. They maintain the fields, over and above the participant fees they pay. He stated Pinckney Community Schools is already advertising a program on Merrill Fields, however, he has not seen a Park Use, which makes it seem that there is something going on behind the scenes.

Patricia, Participant – Recently moved to Township, and her kids enjoy the program.

5. Approval of the Agenda

**Motion by Koeble, supported by Auxier, to approve the agenda as presented.**

**VOICE VOTE: Ayes: 4      Absent: 1 (Muck)**

**MOTION CARRIED**

6. Approval of the Minutes

Minutes from November 27, 2018 Regular Meeting were not presented. No action taken.

7. Correspondence

Correspondence was received and filed for the following:

- Jeff Muck, Email – Not in support of HCSC being granted park use.
- Jake Baker, Email – In support of HCSC being granted park use.

8. New Business

None

9. Unfinished Business

**A. Parks & Recreation Master Plan/Pending Grants/Supervisor Report**

1. Iron Belle & Lakelands Trail Update

No update was given.

2. Grant Planning Summit – Master Design Draft

Master Design Draft has been approved by the Township Board, and Clerk staff will be working with McKenna to select projects to target for 2019 Grant cycle.

**B. Township Park Use Policy/Fee/Procedures**

1. Policies & Procedure Manual – No update was made.

2. Park Fee Schedule – No update was made.

**C. Administrative Services**

**1. Park Coordinator's Report**

Parks Coordinator's Report dated January 18, 2019 was received and filed.

Dolan stated that they have directed the Township Planner to propose a conceptual design for more parking at the Municipal complex.

**2. Senior/Community Center Report**

Senior Center Report dated January 18, 2019 was received and filed.

**3. Park Use Requests:**

- A. Warriors Rugby Club – Spring Season – March 1 to June 16, 2019
- B. PHBSA – Spring Season – April 1 to July 31, 2019
- C. PHBSA – Tournament – May 18 & 19/June 1 & 2, 2019
- D. Hamburg Soccer Club – Spring Season – March 20 to July 28, 2019

Dolan stated that Pinckney Community Schools has approached the Township with a proposal to run the soccer program. No formal agreement has been agreed upon. HCSC has no more than a few Hamburg kids participating in their program and volunteerism isn't what it used to be. The Township Attorney is reviewing the current policy and recommends no action on park use until the review and recommendation is complete.

Jim Clark, HCSC, addressed the Committee. He stated that the park is plenty big enough for everyone and HCSC participants should not be deterred from using a public park. He stated that exclusive use isn't right, and the fees that Pinckney Community Schools are proposing seem to be double what HCSC is currently charging. He stated based on the current policy, HCSC is a category 3 and they are supposed to be granted priority use. In the fall they charge for an entire year of programming, and have collected fees that would cover the Spring 2019 season. Kids have already paid, they should be allowed to play.

Gary Parsons, HCSC, addressed the Committee. He stated we are reaping what we sowed by allowing other groups in here to use Township facilities.

Jim Clark, HCSC, addressed the Committee. Grass length continues to be an issue, and has been an on-going complaint that he has had to field from participants. He stated his participants are expecting to play in the spring, and they should be allowed to finish the season.

Sean Grace, Pinckney Community Schools, addressed the Committee. He stated the schools are looking to keep their program a community program and will welcome the support of volunteers.

**Motion by Auxier, supported by Bennett, to take the Attorney's advise to table all park use applications until the February 26, 2019 meeting.**

**VOICE VOTE: Ayes: 4      Absent: 1 (Muck)**

**MOTION CARRIED**

**4. Scholarship Program** – No pending requests.

**D. Special Projects**

1. Batting Cage, T'Ball Fencing & Field Upgrade Project

Dolan stated fencing is up and benches will be ordered shortly.

2. Sun Shade for Adult Workout Area – Pending

Dolan stated there is no update on the shade, but the donation has been made.

Dolan stated that a bench has been ordered for Dale Bennett in honor of the years of service he has dedicated to the Township, and will be installed in the cemetery. He stated that similar benches will be made available for residents to purchase for other areas of the parkland/trails.

**E. Sponsorships/Volunteerism/Scholarships**

1. Eagle Scout Project – No update was made.

2. Beautification Committee – No update was made.

**F. Signage and Community Awareness**

1. Entrance Signs/Park Rules/Way-finding Signs – No update was made.

**G. Risk Management (Insurance/ADA)**

1. ADA Compliance in Parklands – No update was made.

**10. Call to the Public**

A call was made with no response.

**11. Committee Comments**

Auxier asked what the plan is for moving forward on park use applications.

Dolan explained the proposal by the Pinckney Community Schools.

Gary Parsons stated exclusivity is a big deal, and if you want HCSC out because you have cause, you should tell them why or give them a hearing.

Bennett announced he was stepping down from the Committee and this would be his last meeting.

12. Adjourn Meeting

**Motion by Bennett, supported by Auxier, to adjourn the meeting.**

**VOICE VOTE: Ayes: 4      Absent: 1 (Muck)**

**MOTION CARRIED**

Meeting adjourned at 4:15 p.m.

Respectfully submitted,



Debra Henneman  
Parks Coordinator

# **HAMBURG TOWNSHIP PARK FACILITY USE POLICY (Rules & Regulations) Effective February 19, 2019**

## **1.0 INTENT**

To provide for the use, protection, regulation and control of the Hamburg Township Park and recreational facilities, including, but not limited to: Manly Bennett Parks East & West, Merrill Field Disc Golf Course "The Gulch", Winkelhaus Park, the Lakelands Trail & trailheads and other areas concerning recreation & leisure activities and to matters related to the use of and conduct on Township property or that which is under the Township's jurisdiction.

## **2.0 GENERAL PARK USE POLICIES**

There are a number of general use policies to provide guidelines for proper use, protection, regulation and control of the Hamburg Township Park and recreational facilities. They include:

- Public Use and Hours
- Protection and Preservation of Property and Natural Features
- Protection of Wildlife
- Traffic Control
- Rules Regarding Business, Vending and Concessions
- Rules regarding alcohol use
- Responsibilities of larger groups regarding Public Safety

### ***2.1 Public Use and Hours:***

Township parks are open daily for use by the public, consistent with "Hamburg Township Parks Ordinance" and this policy, except during hours as determined by the Township Board. Hours that a specific Township park or facility is closed shall be conspicuously posted at the park. The Park Administrator or staff may also authorize the temporary closing of a Township park, or portion of that park, to meet specific needs of the Township or for maintenance purposes. Persons sixteen (16) years or younger are not permitted in any Township park between the hours of 10:00 p.m. and 5:00 a.m. unless accompanied by a parent or guardian.

The Township may designate portions of the park and recreational facilities for specific uses. Certain facilities within the park, such as the ball fields, pavilions, basketball courts, etc., may be reserved for use by individuals or organizations by permit or agreement with the Township. The organizations granted use through this process are given priority use of the fields, and will provide the Park Administrator a copy of their anticipated schedule prior to their season start. Such uses shall be subject to use fees or deposits as outlined in Park Facility Use Fee Schedule Appendix C.

Recreational activities by residents and non-organized groups are permitted on Hamburg Township property within their designated areas when not otherwise scheduled by permit or lease. It is recommended that all recreational activities be limited to daylight hours.

### ***2.2 Protection and Preservation of Property and Natural Features:***

No person shall injure, deface, disturb, or remove any part of the park or any building, sign, equipment or other property found therein including but not limited to; trees, shrubs, plants, rocks or minerals. Prospecting, metal detecting and activities similar in nature are strictly prohibited in all owned and/or operated Hamburg Township Parklands and/or Trails.

All garbage and waste must be deposited in receptacles provided for such purposes. Dumping of garbage, sewage, household refuse, waste or other noxious material on any Hamburg Township property is strictly prohibited. **No glass containers are permitted in the park area.** Persons and organizations utilizing any Township park and recreational facilities shall leave them in condition of good repair and cleanliness. Any damage or unclean conditions shall be immediately reported to the Park Administrator or staff. All events that will produce high volumes of garbage, such as Tournaments and Festivals, are required to provide a dumpster at their expense.

No person shall build any fire upon Township park property except within receptacles provided and designated by the Township for such purposes. Special approval from the Township Board and Hamburg Township Fire Department is required for any fire outside of designated receptacles.

No person shall deposit lighted matches, burning cigars, cigarettes, tobacco paper or other flammable materials within or upon any Township park property. Burning material or hot ashes may not be dumped into any trash containers or elsewhere within the boundaries of the Township Park unless such container or locality is marked as a receptacle for such material.

No person shall install a tent on any parkland facility either owned or maintained by Hamburg Township, without express permission from the Township Board. A site plan detailing the proposed location of the tent must be submitted to the Park Administrator or staff for review prior to the event.

### ***2.3 Protection of Wildlife and Pet Care***

No person within the confines of the Township park and recreational facilities, unless authorized by written permit of the Township Board, shall hunt, pursue with dogs, trap or in any other way molest any wild bird, nest, egg, den or animal found within the Township park.

No persons, except employees or officers of the Township, or those otherwise permitted by law to carry a concealed weapon, shall carry firearms of any description, or air rifle, or slingshot, or bow within the park, or discharge any firearms, fireworks or explosive substances, or air rifle therein without specific permit from the Township.

No person shall bring, drive, lead or carry any dog or other animal or pet which is unleashed, or upon a leash more than six feet in length, upon Township park property. This does not apply to service dogs or to dogs under control of the Township. Persons bringing any animals or pets onto Township Park property shall properly clean up after them.

Horses are not permitted on Township property except on areas along the Lakelands Trail so designated, or as otherwise approved by the Township Board. Carriages are not allowed in any owned or operated Hamburg Township Parks and/or the Lakelands Trail unless otherwise approved by the Township Board.

Any animals used in conjunction with any Park Use shall be approved by the Hamburg Township Board during the Park Use approval process, and shall be caged, fenced in, or similarly restrained and under the complete control of the Applicant and/or workers at all times.

For safety reasons, pets are not allowed to attend any activity and/or event. Residents are welcome to have their leashed pets in areas of the park where the activity and/or event is not taking place or in areas intended for passive recreation such as trails or boardwalks.

Service animals are allowed to attend activities and/or events. They are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Any service animal required because of a disability must be certified and clearly marked as such. Staff may inquire as to what work or task the service animal has been trained to perform.

All owners or handlers of a dog or other domestic animal must comply with the Hamburg Township Domestic Animal Control Ordinance. Violation of the provisions are subject to a municipal civil infraction as outlined in the Ordinance.

#### **2.4 Vehicle and Traffic Control:**

Except for designated parking areas, or other areas otherwise approved or allowed by Hamburg Township under permit or lease, no motorized vehicles, except for Personal Assistive Mobility Devices (PAMD), will be allowed in the park or parkland facilities.

The Township Staff or employees may operate motorized vehicles within the Township Park and/or parkland facilities if granted the right to do so by the Township Board or Park Administrator

Motorized wheelchairs, electric scooters or other PAMDs are allowed for those with handicaps that prevent them from using the recreational facilities in any other manner. Township Board approval is required for all other types of Off-Road Motorized and/or Animal Driven Vehicles.

Allowed vehicles will comply with the following:

- Will travel at walk speed only
- Will operate during daytime hours only
- Will display handicap symbol on vehicle
- Will be operated by permitted driver only
- Will allow passengers only as necessary

#### **2.5 Business, Vending and Concessions:**

No person or organization shall, within the boundaries of the Township Parks, advertise, offer for hire, vend or sell any service, food, beverage, merchandise or other personal property of advertise, carry on or conduct any other business, commercial or fund-raising activity without the written authorization of the Hamburg Township Board, obtained through the Park Use Application process.

All Board authorizations will require, at the minimum, evidence of conformity to State, County and Local ordinances, licenses and permits by the requesting person or organization as well as proof of General and Products Liability Coverage. Cash operations require evidence of proper accounting and internal financial controls which may be audited at the direction of the Township Board of Trustees at its sole discretion, and subject to revocation of Park Use authorization.

The Board of Trustees may contract for services included in this section with qualified licensed contractors through competitive bidding, as outlined in the Hamburg Township Purchasing Policy & Procedures.

SIGNAGE TO BE ADDED – MUST COMPLY WITH ZONING ORDINANCE

#### **2.6 Alcohol:**

Alcohol use is strictly prohibited in Parks, Trails or Trailheads owned or operated by Hamburg Township unless specifically authorized in writing by the Township Board.

#### **2.7 Parking:**

No parking of motor vehicles shall be permitted during the hours of 12:00 a.m. and 5:00 a.m. or as otherwise posted and/or approved by the Township Board.

Parking shall be in designated parking areas only, or those areas otherwise approved by the Township

Board through the permit or lease approval process. Vehicles parked in unauthorized parking areas or that have been left overnight on any property owned or maintained by Hamburg Township may be ticketed and/or towed at the owner's expense.

## **2.8 Public Safety:**

Applicants may be required to meet with the Clerk and a Public Safety representative to determine what, if any, special precautions need to be taken as relates to the proposed event. Depending on the nature of the event, Public Safety expenses may be charged at the discretion of the Township Board and the Public Safety Committee. Waivers of these fees may be made by the Township Board as part of the Park Use approval process.

Flying, launching or otherwise operating any type of radio-controlled device, self-propelled rocket, kite or any other device in any area of a Township park that is not specifically designated for its use is strictly prohibited. Flight and radio-controlled related activities are welcome in the Manly Bennett RC Park located in Manly Bennett East Park, southeast of the Baseball Diamonds. Activities of this nature must comply with posted rules and regulations and will be subject to fines and penalties for violation as outlined in Hamburg Township Parks Ordinance.

Golf practice is strictly prohibited in any area of a Township park that is not specifically designated for its use.

## **2.9 Inspection Requirements:**

No Capital Improvements or changes shall be made to parkland facilities, trails or trailheads owned or operated by Hamburg Township, without express permission from the Township Board. All proposed improvements shall be submitted in writing to the Parks Administrator who will forward the Recreation Board's recommendation to the Township Board. Improvements must comply with all Permit and Building Code requirements and once approved, work must be completed by a licensed contractor or as otherwise approved by the Township Board.

A certificate of insurance including General Liability and Worker's Compensation for the current policy year shall be provided to the Clerk's office for every contractor that is hired to perform any service on Hamburg Township premises and shall carry limits of liability as required by the Township Insurance carrier.

For any event, carnival or fair connecting to or modifying an existing electrical source or service, the Applicant covenants and agrees to utilize a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the National Electric Code or successor code requirements for any activities conducted by the Applicant, its agents or employees.

All outside vendors are required to pass a safety inspection, facilitated by the Hamburg Township Fire Department (HTFD). All events who provide this type of service, must complete a Tent Permit Application no less than 60 days prior to event.

## **2.10 Restoration, Clean-up & Damage Bond:**

Applicant may be required to deposit with the Hamburg Township Clerk a restoration, clean-up and damage bond in the form of cash or certified check payable to Hamburg Township in an amount as outlined in the Park Facility Use Fee Schedule, Appendix – C, or as determined by the Township Board. The bond shall be returned to the Applicant without interest, within sixty (60) days after the expiration of the requested park use if the Applicant has fully performed the restoration and cleanup of the premises to an "as-is" or better condition as prior to the event as determined by the Township. Should Applicant fail to restore and clean the premises in satisfactory condition, the Township may retain all or a part of the bond. Applicant shall reimburse Hamburg Township for its "out-of-pocket" expenses in excess of the bond amount for items including but not limited to: Labor costs, trash disposal expenses and repair costs to facilities and/or grounds.



Township staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All Hamburg Township invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

### **3.0 CATEGORIES OF PARK USE:**

Anyone wishing to reserve the use of any park facility including the parks, trails, trailheads, sports fields, picnic areas or the Gazebo at Winkelhaus Park, shall provide documentation as outlined below. No use is allowed to anyone other than the permit holder during Blackout Dates. There are four categories of Park user organizations as follows:

#### **3.1 Park Use Category #1:**

*Individual/Family Use.* Casual use by an individual or family is highly encouraged and generally requires no special action or permission. For the safety of our residents and visitors, areas that have been reserved by others for sport related activities or special events should be respected. If there is a question about availability, a complete list of all scheduled activities and events is maintained by the Parks Coordinator. If an individual or family wishes to reserve the use of any park facility, a short form Park Use Application must be submitted to the Parks Coordinator or Clerk for approval. Based on the nature of the event, a long form Park Use Application may be required, and fees and/or deposits, if any, shall be charged as outlined in the Park Facility Use Fee Schedule – Appendix C.

#### **3.2 Park Use Category #2:**

*Non-Profit group use.* For any park facility or trail not otherwise reserved by permit or agreement, non-profits may apply for use using the long form Park Use Application. Some groups may be granted priority consideration for their events by the Township, based on a mutually beneficial history they have with the Township. A field use request for the period in question must be submitted to the Clerk's Office and approved by the Board prior to the start of the activity period. At times competing organizations may wish to utilize the same facilities during the same time period. If it is determined that both competing events can be accommodated, both groups will comply with the reporting requirements as required by the Clerk's office.

Approval of applications submitted less than 60 days prior to an event cannot be guaranteed. This category includes uses for Organized Sports such as Games, Practices and Tryouts. Fees for this use are outlined in the Park Facility Use Fee Schedule – Appendix C. Anything other than a game, practice or tryout shall require separate Park Use Application and review process and shall be considered a Park Use Category #4.

#### **3.2 Park Use Category #3:**

*Small Group/For-profit Business Use.* For any park facility or trail not otherwise reserved by permit or agreement, a small group or for-profit business may request reservation of a park facility, sports field, picnic area, or the gazebo at Winkelhaus Park, and a long form Park Use Application must be submitted to the Parks Administrator for approval. A complete list of all scheduled activities and events is maintained by the Park Administrator. Small groups and for-profit businesses are required to submit proof of General Liability coverage naming Hamburg Township as additional insured as relates to the proposed activities. All deposits and/or fees for facility use shall be charged as outlined in the Park Facility Use Fee Schedule – Appendix C.

Approval of applications submitted less than 60 days prior to an event cannot be guaranteed. This category includes minor uses that would not otherwise be considered under Category #4 – Event Use. Upon review of the intended use, the Township may re-categorize an application submitted as a Category #3 to a Category #4. Fees are outlined in the Park Facility Use Fee Schedule – Appendix C.

### **3.5 Park Use Category #4:**

*Event use.* The Parks and Recreation Committee may from time to time propose a recreational event or series of events that it believes will be of interest to and beneficial for residents of the community. The Township may also participate as a co-host for an event held by an approved user. A plan and supportive budget, including costs for extra staffing, will be prepared, reviewed and recommended by the Parks & Recreation Committee to the Hamburg Township Board. If the event is approved by the Township Board, a motion will be made detailing a specific budget for that event, referencing the plan as proposed and naming a Township event liaison who will be assigned to work with the Park Administrator to manage the planning and execution of the event. The event liaison will provide status reports, amendments to the plan or budget, as well as an evaluative follow-up report and final cost analysis. All attempts will be made to ensure that the proposed event will not conflict or otherwise hinder an existing event held by Township facilities or neighboring organizations. All revenues and expenditures whether cash or in kind will be reported to Accounting for tax receipting and timely inclusion in Township financial records. Only Township employees and officials may make purchases pursuant to the Township Purchase Policy & Procedures. The event liaison will work directly with the Purchasing agent to coordinate any necessary purchases to be picked up by staff and distributed to the appropriate parties, and will assist with the preparation of an inventory of the items purchased for recovery after the event.

For a Non-Township sponsored event, the organizing group shall complete and submit a long form Park Use Application and an event map or design layout showing the area of Parkland or Trail where the event will take place. This category of use requires a review and recommendation by the Parks and Recreation Committee and Public Safety Committee, after which the Park Administrator will forward event plan to the Township Board for approval. . Examples of this category might include a one day tournament, or a three day long art event. These sorts of requests must be scheduled and approved by the Township Board no less than 60 days in advance and are subject to availability. Additional requirements needed for Board approval of these types of request may be set individually by the Board. Upon approval of the Park Use application, deposits and/or fees for field use shall be charged as outlined in Park Facility Use Fee Schedule – Appendix C. Based on the use, the Board reserves the right to charge additional fees based upon the need for the Township to provide Public Safety, grounds maintenance, trash removal, etc. beyond those services routinely performed by the Township in that area of the Park.

## **4.0 REPORTING REQUIREMENTS**

The organization shall provide to the Park Administrator the following:

- Insurance and Risk Management Information
- Public Health and Safety Information
- Proof of Non-Profit status, if applicable

Each of these in more fully described below.

### **4.1 Insurance and Risk Management:**

There are three levels of risk that will be managed by the Clerk's Office as relates to organizational use of Township property, namely

1. Organizational indemnification/hold harmless
2. General Liability and/or Property Insurance, with limits as outlined in the Insurance Requirements Guideline, Appendix B.
3. Special Events coverage and additional indemnifications including, but not limited to, copies of any 3<sup>rd</sup> party contracts.

It is expected that each organization will meet Township mandated requirements in each of the above areas of Insurance and Risk Management

Also, as regards potential liability claims it is important that the Organization periodically inspect the premises that it has authorization to use, note areas of potential liability and submit a record of that notation to the Park Administrator.

#### **4.2 Public Health and Safety:**

Organizations utilizing Township properties need to have in place policies and procedures relating to the performance of background checks for persons working with program participants. Sports related Organizations need to have in place policies and procedures complying with the Michigan Sports Concussion Law, Act 342 & 343, PA of 2012. The minimal requirements are outlined in Appendix A.

#### **4.3 Proof of Non-Profit Status:**

Organizations requesting use at the non-profit rate, must provide proof of Non-Profit status. The Township Board may also request Proof of tax filings on an annual basis.

### **5.0 PARK USE FEE STRUCTURE**

All fees for use of the Township Park and recreational facilities will be established by the Township Board, and shall be outlined in the Park Facility Use Fee Schedule, Appendix C. Hamburg Township reserves the right to waive or reduce fees in consideration of contributions of in-kind services, maintenance, repairs and/or Capital Improvements. (will eventually reference the Hamburg Township Administrative Fee Schedule)

Sports Group Organizations who are granted use of a sports field, must submit a participant roster to the Township Clerk reflecting participant residency which shall include. Roster shall include: Participant's Name, Address, and Township of residence.

Invoices shall be generated from the participant roster using the rates as outlined in the Park Facility Use Fee Schedule – Appendix C. If rosters are not submitted in a timely manner, Hamburg Township may invoice the user group a flat rate charged based on prior invoices/rosters or estimated participant numbers. Payment is due within 30 days of receipt of the invoice. An organization with delinquent fees shall not be approved for field usage until all past due balances owed the Township are paid in full. (Do we need to add language here that if the fees are waived we track that internally? That is what I do now with Accounting.)

Approved Park Users will be responsible for cleaning up after their activities. All papers and trash are to be placed in the proper receptacles. The park facility is to be returned to the same condition it was found following event completion. Approved Park Users shall provide sufficient and competent adult supervision, and be responsible for any damage occurring during their use.

No person or organization shall, within the boundaries of the Township park and/or parkland facilities, advertise, offer for hire, vend or sell any service, food, beverage, merchandise or other personal property or advertise, carry on or conduct any other business, commercial, or fund-raising activity without the written permission of the Hamburg Township Board. If food and/or beverages are approved to be served, the applicant will be responsible for any and all health department permits, approvals, and licenses and must provide copies of such to the Township Clerk prior to the scheduled event.

Reservations/approvals for any event (sports or special) are not transferable and there is absolutely no sub-letting allowed. If the park facility use rules set forth in this policy are not followed, the use privilege and/or priority status may be revoked.

## **6.0 SCHEDULING OF ALL RECREATIONAL FACILITIES**

The Park Administrator and/or staff is to maintain a master schedule of all facility use including fields, courts, Community Center rooms, etc. in order to reasonably manage their use.

In addition to general scheduling information provided in the Park Use Request form, the applicant shall provide specific dates and times for which the facility in question is being requested along with supporting documents such as a current Certificate of Insurance with the Township listed as an additional insured. This information shall be provided to the Park Administrator in a time frame determined by the Park Administrator. Failure to provide the required information in the required timeframe may result in a loss of privilege for use of the facility or priority status.

Blackout dates are assigned to areas where a large event is taking place, and it is necessary to limit access to those areas for public safety and welfare. When a blackout date has been assigned, other uses may be limited in those areas. The organizations that has been granted use shall be responsible for the maintenance, repair and any and all liability associated with the use of the fields assigned to them during that period of time. The Parks Coordinator will advise all regular user groups/organizations of pending Blackout dates well in advance of the event, and it is requested that all Blackout dates are respected by both other user groups and residents.

## **7.0 MERRILL FIELD DISC GOLF COURSE “THE GULCH”**

The Merrill Field Disc Golf Course, also known as “The Gulch”, is located in Manly Bennett West Park, with the first tee near the Merrill Trailhead parking area. Casual players are welcome daily, dawn until dusk, and the per player fees as outlined in the Park Facility Use Fee Schedule – Appendix C, are collected in the supply cabinet located near the entrance. A park use application is not required for Individual/Family casual use.

For anything other than individual use of “The Gulch”, a Park Use Application is required which includes but is not limited to: Tournaments, Special Events & Regular League Play, in which participant fees are collected by the Organizing party. The organization who wishes to host the event must comply with the Reporting Requirements as outlined in Section 4.0. The organizing party will be responsible to pay the appropriate fees to the Township based on the Park Facility Use Fee Schedule – Appendix C, and must submit a participant roster with their payment.

Blackout Dates are not available for the Disc Golf Course, unless otherwise approved by the Township Board, and casual players must be allowed access during events.

## Appendix A

### Background Checks

1. **PURPOSE**  
To provide a safe environment for all persons, groups or entities utilizing property owned by Hamburg Township.
2. **SCOPE**  
To identify who shall be required to have a background check and provide the minimum standards for background investigations.
  - A. Any adult who provides direction, coaching, counseling, managing or other positions of authority; involved in organized events using the Township park and recreational facilities.
    1. Includes volunteers, paid positions, temporary positions, sporting clinics providers and all Officers/Board Members of organized groups.
  - B. Each shall be required to complete a criminal record background check offered by the Michigan State Police; Internet Criminal History Access Tool (ICHAT). [www.michigan.gov/ichat](http://www.michigan.gov/ichat)
    1. Other criminal background check services that meet or exceed the standards of ICHAT may be accepted by Hamburg Township Clerk after consultation with the Chief of Police.
    2. Each shall have a cursory review of the Michigan Public Sex Offender Registry at the following address: [www.mipsor.state.mi.us](http://www.mipsor.state.mi.us)
3. **GENERAL REQUIREMENTS**  
Each group or organization shall identify a board member or officer responsible for the reporting requirements;
  - A. Required background checks shall be conducted annually, prior to the start of a new season/event, and prior to the addition of an adult at any time amid their season of activity.
  - B. Records shall be retained by the organization/group for a period of no less than three (3) years following the completion of their season/year.
  - C. Any records shall immediately be made available to the Hamburg Township Clerk upon request.

### Michigan Sports Concussion Law, Act 342 & 343 of PA of 2012

1. **PURPOSE**  
To comply with Act 342 & 343 PA of 2012, Michigan Sports Concussion Law.
2. **SCOPE**  
A concussion is a brain injury, caused by a blow, bump or jolt to the head that can have serious consequences. It can occur in any sport or recreational activity. Michigan was the 39th U.S. state to enact a law that regulates sports concussions and return to athletic activity. The law went into full effect on June 30th, 2013.
3. **GENERAL REQUIREMENTS**  
The sports concussion legislation requires all coaches, employees, volunteers, and other adults involved with a youth athletic activity to complete a concussion awareness on-line training program. (<http://www.cdc.gov/concussion/HeadsUp/Training/index.html> )  
  
The organizing entity must provide educational materials on the signs/symptoms and consequences of concussions to each youth athlete and their parents/guardians and obtain a [signed statement](http://michigan.gov/documents/mdch/Parentandathleteinfosheet_415328_7.pdf) ([http://michigan.gov/documents/mdch/Parentandathleteinfosheet\\_415328\\_7.pdf](http://michigan.gov/documents/mdch/Parentandathleteinfosheet_415328_7.pdf)) acknowledging receipt of the information for the organizing entity to keep on record until the child's 18<sup>th</sup> birthday.  
  
The law also requires immediate removal of an athlete from physical participation in an athletic activity who is suspected of sustaining a concussion. The student athlete must then receive [written clearance](http://michigan.gov/documents/mdch/Medical_Clearance_to_Return_to_Play_Form_414367_7.pdf) ([http://michigan.gov/documents/mdch/Medical\\_Clearance\\_to\\_Return\\_to\\_Play\\_Form\\_414367\\_7.pdf](http://michigan.gov/documents/mdch/Medical_Clearance_to_Return_to_Play_Form_414367_7.pdf)) from an appropriate health professional before he or she can return to physical activity.

The Van Camp Family



January 21, 2019

Patrick J. Hohl, Township Supervisor, pathohl@hamburg.mi.us

Mike Dolan, Township Clerk, mdolan@hamburg.mi.us

Deby Henneman, Parks & Rec Coordinator, dhenneman@hamburg.mi.us

Hamburg Township, Michigan

Dear Mr. Hohl, Mr. Dolan, and Ms. Henneman,

Thank you! Thank you for your dedication to our youth; youth that have skills and the desire to play sports here in our community. Youth, whose families don't have the financial means or desire to join Legacy or other large-scale sports organizations. Youth whose families seek sports opportunities that will help develop their children into well rounded adults from quality coaches.

Our son has been bitten by the soccer bug, just this fall when a couple friends asked him to join them at the Hamburg Community Soccer Club (HCSC). "Coach Clark is the best coach I have ever had," was one of the first things our son said after the first game. The opportunity to learn and play soccer from such an experienced coach in a supportive environment is exactly what our special-needs son needed. We have enrolled him in numerous community sports programs and none has shown him the compassion and leadership that he has received from the coaches at HCSC. The benefits of small leagues is they are creative and that allows more kids access to play. Best of all, the Hamburg club, with its multi-gender and multi-cultural makeup affords these kids a rich sports and life lesson experience, derived from this type of lifestyle exposure.

We understand that you are exploring a partnership with Pinckney Community Schools to manage the fields HCSC helped build (including purchasing and installing the goals). Partnerships are great opportunities to leverage resources and revitalize in-town leagues such as HCSC to serve more youth and give youth more choices.

**We urge you to continue to keep the Hamburg Community Soccer Club involved in these discussions and continue their access to the Merrill Road Soccer Fields.** We may not know all the factors under consideration, but Coach Clark (a qualitative asset because of his lifelong involvement in soccer and his coaching skills), the other volunteer coaches and the Hamburg Community Soccer Club are worth retaining. Let's think creatively, some say "Think Small" to allow all kids the ability to play.

Sincerely,  
The Van Camp Family-







Hamburg Township Offices  
10405 Merrill Rd., P.O. Box 157  
Hamburg, MI 48139  
(810)231-1000  
[www.hamburg.mi.us](http://www.hamburg.mi.us)

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February 22, 2019

To: Parks & Recreation Committee

From: Deby Henneman, Parks Coordinator

Re: Park Coordinator's Report

The Beautification Committee meeting scheduled for January 22, 2019 at 7:00 p.m. was canceled due to inclement weather.

The T-Ball benches have been ordered & gravel is being researched to prepare for installation when the weather breaks. Project completion anticipated in early April.

Proposed changes for the Park Facility Use Policy were approved by the Township Board on February 19, 2019. The Township also approved entering into an agreement with Pinckney Community Schools for use of Manly Bennett West Soccer Fields.

The Blackout Date list has been updated and has been included in the packet.

Due to the recent changes in the Park Facility Use Policy, changes to the Scholarship Fund procedure will be forthcoming.

Project choices from the Grant Summit have been made, and the Grant Master Design Plan is being finalized by McKenna. Focus will be on interior linking trails and pathways, age appropriate playgrounds, and restroom facilities in Manly Bennett Park.



**Blackout dates for 2019 Playing Season**  
**(Includes Tentative and Pending – **Hi-lite** has event both sides)**  
**No other uses allowed on Blackout Dates unless approved by Township**

**East Park**

May 11, 2019	PHBSA Opening Day event - Pending
May 18 & 19, 2019	PHBSA Baseball Classic Tournament – Pending
June 1 & 2, 2019	PHBSA Baseball Classic Tournament - Pending
June 8 – 18, 2019	HERO – Family Fun Fest w/set-up – Approved
July 13, 2019 - 2pm-6pm	Manly Family Picnic (50 people) - Approved
August 10, 2019	Flyer's Airshow – Tentative (Rain date 8/17/19)
August 24 & 25, 2019	MI Alliance – Powerade Tournament – Approved
August 24-Sept 3, 2019	Vietnam Moving Wall Event – Approved

**West Park**

May 4 & 5, 2019	Smartwater Invitational - Approved
May 10, 11, 12, 2019	MI Jaguars Invitational Tournament - Approved
June 14-18, 2019	HERO – Family Fun Fest- Fireworks– Approved
August 24 & 25, 2019	MI Alliance – Powerade Tournament – Approved
August 24-Sept 3, 2019	Vietnam Moving Wall Event – Approved

**Lakelands Trail**

April 30, 2019 (M. Trailhead)	A Walk in the Woods Trail Walk – Library Event
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**Merrill Field Disc Golf Course**

April 30, 2019 (M. Trailhead)	A Walk in the Woods Trail Walk – Library Event
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Hamburg Senior Center  
10407 Merrill Road ♦ P.O. Box 157  
Hamburg, MI 48139  
810.222.1140 ♦ Fax: 810.231.3877  
[www.hamburg.mi.us](http://www.hamburg.mi.us)

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February 19, 2019

To: Parks & Recreation Committee

From: Julie Eddings, Senior Program Director

Re: Senior Center Report

All Blinds are now fully installed at the center. Installation of the final blind was completed on February 13, 2019.

The Senior Advisory Board special meeting was cancelled on February 13, 2019 due to the weather. It will be rescheduled at the March Advisory Board Meeting.

The trip to Hollywood Casino on January 30, 2019 was cancelled due to the dangerously cold temperatures. Refunds or credits were given to all paid travelers. Bianco Tours will be working with Hollywood Casino to reschedule for a date later in the year.

The Senior Center hosted a Valentine's Day Potluck on February 15, 2019. We had 45 members attend. Pat Hohl spoke with the seniors about a future assisted living facility to be located in Hamburg. He also informed the members of a Hamburg Senior Center bus to pick up and drop off residents at the senior center as well as make day trips to designated destinations such as shopping and medical facilities. The bus will be available in July. Mike Dolan presented Christine Hoskins with a retirement plaque.

Attendance at the Senior Center continues to increase. January monthly total was 872 with a daily average of 58. The Senior Center was closed for six day in January for weather related closures. The Senior Center had six new members join from January 18 – February 19, 2019.

**AGREEMENT FOR OCCUPANCY OF PROPERTY  
MANLY BENNETT WEST SOCCER FIELDS**

THIS AGREEMENT ("Agreement") is entered into by and between Hamburg Township, a Michigan municipal corporation, whose address is 10405 Merrill Road, Hamburg, MI 48139, and (hereinafter the "Township"), and the Pinckney Community Schools, a Michigan Pinckney Schools Community Education, whose address is 2130 E. M-36, Pinckney, MI 48169 (hereinafter "School District") for the purposes of priority occupancy for joint use on the Property as described below and as further identified on attached **Exhibit A (the "Soccer Fields")**

WHEREAS, the Township owns the Property described herein, which is currently used by the Township for sports programming; and

WHEREAS, the School District is interested in using the Property, on a first priority basis, for an initial   2   year term, for soccer programming to be operated by the School District; and

WHEREAS, the Township seeks to also use the Property, on an occasional basis, for special events and other sports programming as determined by the Township; and

WHEREAS, the Township will provide all required soccer nets and outbuildings required for the operation and maintenance of the Soccer Fields.

WHEREAS, the parties agree that the School District shall be responsible, in light of the public benefits of the Project, for the planning, administration and operation of the soccer program, and for collection of all application fees for participation in the soccer program; and

WHEREAS, the Township will continue to maintain the grounds of the Property, including the soccer nets and outbuildings located thereon, as well as mowing and irrigation of the Soccer Fields. The School District shall be responsible for field stripping.

**NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. Use. The School District shall have first priority for the use of the Soccer Fields on the basis of a schedule to be agreed to on an annual basis by the parties. The initial schedule for use of the Property shall be agreed to by the parties no later than March 19, 2019. Thereafter, the parties shall annually agree upon a schedule by January, each year. In the event that the School District requires additional dates and times for use other than those originally scheduled, the School District shall obtain approval for additional dates and times from the Township. The School District shall be required to submit a separate application for approval of any special events held by the School District on the Soccer Fields. This Agreement shall be valid only with respect to soccer programming, including games, practices, and tryouts.

2. When the Property is not being used by the School District, Township shall have the right to utilize the Property for additional sports programming and events to be determined by the Township, within its reasonable discretion, including such regularly scheduled events, as set forth in the schedule attached hereto as **Exhibit B (the "Blackout Schedule")**.
3. Maintenance. Once the required equipment, including nets and outbuildings have been installed, the Township shall be responsible for regular and routine maintenance only of such areas, including mowing, seasonal irrigation system maintenance, and occasional grading or other necessary measures to keep the Soccer Fields reasonably safe for use. The School District shall be responsible for maintaining a level playing field, striping, and other restoration required as a result of the School District's use of the Soccer Fields. School District shall report any damages or maintenance issues to the Township within the next business day from the cause or discovery of the damages.
4. Notwithstanding the foregoing, Township represents and agrees that its occasional use of the Property as provided herein shall not impair or damage the fields, including the irrigation system, in any way. If such use results in damage, Township shall be responsible for repair to the condition satisfactory to the School District
5. School District Improvements. The School District shall have the right to make non-permanent improvements, at its expense, to the Property in connection with its use, such as (by way of example at not limitation):
  - Installation/placement of bumper blocks
  - Installation/placement of port-a-john or similar sanitation facilities, and drinking facilities
  - Installation/placement of bike racks
6. Insurance. Each party shall keep and maintain insurance coverage in connection with their respective uses of the Property, meeting the minimum requirements of each party as set forth in **Exhibit C (the "Insurance Requirements")**, and shall name the other party as an additional insured as relates to their uses and activities on the Property.
7. The parties agree that the School District shall have no liability or responsibility with regard to the Township's use of the Property, and Township shall indemnify the School District as against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees and costs arising out of, or connected with, the Township's use of the Property, including bodily injury or property damage. Nothing in this clause shall be construed to limit the parties' defenses and rights, including the right to assert a claim of governmental immunity.
8. Term. This Agreement shall be effective upon signature by the parties, and shall be for an initial period of 2 years, commencing on \_\_\_\_\_. The parties may mutually agree to extend the term of the Agreement for an additional term of 2 years by end of original agreement.

9. Termination. Either party may terminate this Agreement without cause on six months' notice to the other party, and with cause on thirty (30) days' notice. "Cause" shall mean a breach of or default under this Agreement that is not cured within ten (10) days' after notice.
10. Waiver. Any failure of either party to insist on strict performance of any provisions of this Agreement shall not be deemed a waiver of the provisions of the Agreement in any subsequent default.
11. Amendment. This Agreement may not be amended, changed, modified, or discharged except by a writing signed by both parties.
12. Notices. All notices under this Agreement shall be in writing and shall be deemed to be given when they are either delivered personally or mailed by certified or registered mail to the receiving party at the address stated in this Agreement or at an address furnished to the other party in writing during the term of this Agreement.
13. Captions and Headings. The captions and headings used in this Agreement are intended only for convenience and are not to be used in construing the Agreement.
14. Applicable Law. This Agreement shall be construed under Michigan Law.
15. Successors and Assigns. This Agreement is binding on successors and assigns.
16. Severability. If any provision of this Agreement is unenforceable, the other provisions of the Agreement shall remain valid and enforceable to the fullest extent permitted by law.
17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. This Agreement does not address and is not intended to affect in any way any permanent use of the Property by the Township at the expiration or termination of this Agreement.
18. Binding Effect. The covenants and conditions contained in this Agreement shall apply to and bind the successor's legal representatives and assigns of the parties to this Agreement and all covenants are to be construed as conditions of this Agreement.

IN WITNESS WHEREOF:

HAMBURG TOWNSHIP

PINCKNEY COMMUNITY SCHOOLS

\_\_\_\_\_  
By: Pat Hohl  
Its: Supervisor

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

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

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





# Hamburg Township Manly Bennett Park

Submit by Email

Print Form

## Park Use Application and Release of Liability & Indemnification Agreement (Application must be submitted 60 days before required use)

10405 MORRIS ROAD  
Hamburg, MI 48139  
(810) 231-1000 X-218 Office  
(810) 231-4295 Fax

### Applicant Information:

Name of Event:

Type of Event:

Applicant Name:  Park Use Category:

Date(s) of Event:  Time(s) of Event:

Applicant Address:  Suite or Apt. #:

Applicant City:  Applicant State:  Applicant Zip:

Contact Person:  Contact Title:

Contact Phone:  Contact Cell:

Contact Email:  All Co-applicants must also sign all applications and waivers

Event Co-applicant, if any:  Co-applicant Phone:

Co-applicant relationship to Applicant:

### Insurance Information:

Insurance Carrier:  Policy Number:

General Liability Limit:  Expiration Date:

Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy

### Event Description: (any information that doesn't pertain to the event please indicate "not applicable" or "N/A")

Details of Event including number of days needed for the event, setup and teardown:

Estimated Number of Participants:  Estimated Number of Spectators/Guests:

Estimated percentage of Hamburg Resident participation:  Estimated percentage of non-resident:

Details of the Township site required for Proposed Event, please include site plan drawing of layout for any Special Events:

Will there be camping and trailer facilities? If so, are overnight stays anticipated?: No

Number of Volunteers: 20 Are Volunteers trained?: Yes Please attach copy of Volunteer Handbook if applicable

Will tents be used?: No All tent locations must be pre-approved

If so, indicate locations: N/A

Will admission be charged?: No If so, how much?: N/A

Parking fee charged?: No If so, how much?: N/A

Valet service available?: No If so, how much?: N/A

If music is played or performed, will there be a separate fee?: N/A If so, how much?: N/A

Have all participants, vendors and volunteers, including those from other Organizations, signed hold harmless agreements to protect Hamburg Township, its Residents, Staff and Officials from any and all Liability that may arise due to this proposed event? Please provide blank copy of any forms used reflecting Hold Harmless language prior to event. ☒ Yes ☐ No

Will there be Fireworks or any other pyrotechnic display? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy

Will there be any animals present? If so, describe: (Pets are not allowed in parkland during events) Domestic Animal Control Ordinance #87 and the Park Facility Use Policy No

Will there be Amusement rides or games? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy

Will there be a need for vehicles to be used on Township grounds? If so, describe: Only for delivery of heavy materials such as paint and nets.

Personal vehicles used on Township grounds require proof of Auto Liability based on the description of use and areas needing to be accessed by the vehicle during the event

Will Food/Beverages be served? If so, list types of food and name of person(s) serving: Concessions. Only pre-packed snack items, bottled water, sports drinks, canned sodas. Concession Stand must be cleaned & updated.

For anything other than pre-packaged foods, Health Department Permits and verification of Products Liability coverage must be provided

Will there be a need for Private Security or Emergency Responders? If so, describe: No

Specific services required from the Township, if any: Normal trash pick up, watering of grass turned off at appropriate times, grass cut at an appropriate height for soccer.

**Organized Sports and/or Sporting Events:** *This section not applicable to non-sports related events.*

Please indicate type of sports event: ☒ Regular Season (Games/Practices) ☐ Sports Tournament ☐ Other Sports Event

If Tournament  
or other event,  
please describe:

N/A

All Regular Season sports participants **MUST** complete the Hamburg Township Sports Group Medical Waiver and Authorization and provide these forms to the Township.

All Tournament participants, including those from other Organizations, shall sign Hold Harmless clauses to protect Hamburg Township, its Residents, Staff and Officials from any and all Liability that may arise due to this proposed event. **Please provide executed tournament log reflecting Hold Harmless language after the event.**

Initials *ML ZC*

Initials *ML ZC*

*All Sports Group Medical Waiver and Authorizations and Hold Harmless forms must be supplied to the Township at time of registration.*

**Participant Information:**

Please indicate total number of HAMBURG TOWNSHIP participants in your organization: 83

Please indicate total number of NON-RESIDENT participants in your organization: 67

Please indicate, or attach a  
copy of the fee structure for  
participation in this sports  
season/tournament/event:

\$75-90 for new recreational registrants of the Spring season.  
\$105-135 for participants who registered for both the Fall 2017 and Spring 2018 recreational seasons.  
~\$210-250 for travel participants of the whole year.

*All prices include uniforms.*

**Contact Information:**

*Upon Park Approval, the applicant will provide a roster of all participants including their names, ages and residency information*

Please indicate on premise contact for before, during and after the event: James Clark/Garret Clark

Event Contact Phone:

Event Contact Cell Phone:

Please indicate person in charge of concessions, if any: Mrs. Lebraun

Concessions Contact Phone:

Concessions Contact Cell Phone:

Types of Foods/Beverages  
that will be served (Pre-  
packaged only):

Pop, water, Gatorade-like products, candy bars, nutrient bars.

*TBD*

Please indicate the process  
by which you complete  
Background Checks:

Michigan State Youth Soccer Association risk management program.

*Background Checks may be required as outlined in Hamburg Township Park Facility Use Policy, as referenced in Section 4.4 and outlined in Appendix A.*

**Other Information:**

Please provide  
any other  
information  
regarding your  
event that you  
may find  
helpful:

Hamburg Community Soccer Club members ensure that fields are lined regularly and that nets, goals, and other soccer equipment is maintained during the season.

*Equipment / Nets in poor repair  
\$ require updates. Broken / unused  
goals should be removed  
from site.*



## Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional information or answer questions. If the Park Use application is received less than 60 days prior to the requested event date, the Parks & Recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board

The Undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township 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 Hamburg Township, 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

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition

**Personal Property Damage Claims:** The applicant hereby releases Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant, that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant

Initials: JM DC

**Public Health & Safety:** The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance with the Michigan Sports Concussion Law, Acts 342 & 343, Public Acts of 2012, as referenced in Section 4.4 of the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the about statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township Parkland facilities

Initials: JM DC

**Confirmation of Individual Participation: (Sports Groups):** The applicant hereby swears and attests that they have obtained original signatures and initials on the Hamburg Township Sports Group Medical Waiver and Authorization for all participants that will be utilizing the Hamburg Township Park Facilities for sport related activities. Furthermore, these forms waive, release and discharge from any and all liability for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue, including traveling to and from practice, game or any event, the following entities: Hamburg Township, its elected and appointed officials, employees and volunteers, representatives and agents, and others working or acting on behalf of Hamburg Township. Furthermore, the applicant will submit all original forms to the Hamburg Township Parks and Recreation Department and attest that they are in compliance with the Michigan Sports Concussion Law, Acts 342 & 343, Public Acts of 2012, as referenced in Section 4.4 of the Park Facility Use Policy and outlined in Appendix A

Initials: JM DC

Applicant's Signature: <u>[Signature]</u>	Date: <u>12/4/18</u>
Co-Applicant's Signature: <u>[Signature]</u>	Date: <u>12/4/18</u>
Parks Coordinator: <u>[Signature]</u>	Date: <u>12-27-18</u>

For office use only

Comments: Parks - TB -

Application has been (Check One) ☐ Approved ☐ Denied

Hamburg Township Clerk: [Signature]



Hamburg Township Offices  
10405 Merrill Rd., P.O. Box 157  
Hamburg, MI 48139  
(810)231-1000  
[www.hamburg.mi.us](http://www.hamburg.mi.us)

## Memorandum

Date: January 16, 2019

To: Parks & Recreation Committee

From: Deby Henneman, Parks Coordinator

Re: Warriors Rugby Club (Formerly known as Dexter Rugby)  
Use of Manly Bennett East - Football Field #2 – Games & Practices  
March 1 to June 16, 2019

The captioned organization has submitted a Park Use Application for Field use for a spring Rugby league to be held on Football field #2 in Manly Bennett East. This group is affiliated with USA Rugby Federation, and all participants and coaches are members of this organization which provides insurance coverage, as well as providing background checks on any adult 18 years or older who holds a position as coach or board member.

The club will be made aware of the blackout dates for both the Pinckney Hamburg Baseball Softball Association as well as the Family Fun Fest, which will impact when fields are available for Rugby's use.

Should approval of the application be recommended as submitted, it should be done so with the contingency that a Certificate of Insurance naming Hamburg Township as Additional Insured be provided, that the Clerk Department be provided all requested documents to their satisfaction, and that use of the fields will not be allowed during East Park blackout dates and that the applicant provide a roster listing all participants and the Township of residence.



**Hamburg Township Manly Bennett Park**  
**Park Use Application and**  
**Release of Liability & Indemnification Agreement**  
*(Application must be submitted 60 days before required use)*

Submit by Email

Print Form

10405 Merrill Road  
Hamburg, MI 48139  
(810) 231-1000 X-218 Office  
(810) 231-4295 Fax

**Applicant Information:**

Name of Event:

Type of Event:

Applicant Name:  Park Use Category:

Date(s) of Event:  Time(s) of Event:

Applicant Address:  Suite or Apt. #:

Applicant City:  Applicant State:  Applicant Zip:

Contact Person:  Contact Title:

Contact Phone:  Contact Cell:

Contact Email:  *All Co-applicants must also sign all applications and waivers*

Event Co-applicant, if any:  Co-applicant Phone:

Co-applicant relationship to Applicant:

**Insurance Information:**

Insurance Carrier:  Policy Number:

General Liability Limit:  Expiration Date:

*Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy*

**Event Description:** *(any information that doesn't pertain to the event please indicate "not applicable" or "N/A")*

Details of Event  
including number of  
days needed for the  
event, setup and  
teardown:

Rugby Practice and games, for 2018 Season Warriors Rugby Club (Previously known as Dexter)  
*East Park Football Field #2*

Estimated Number of Participants:  Estimated Number of Spectators/Guests:

Estimated percentage of Hamburg Resident participation:  Estimated percentage of non-resident:

Details of the Township  
site required for  
Proposed Event, please  
include site plan  
drawing of layout for  
any Special Events:

*Use subject to Blackout Dates.*

Will there be camping and trailer facilities? If so, are overnight stays anticipated?: no

Number of Volunteers: 5 Are Volunteers trained?: yes Please attach copy of Volunteer Handbook if applicable

Will tents be used?: no All tent locations must be pre-approved

If so, indicate locations:

Will admission be charged?: no If so, how much?:

Parking fee charged?: no If so, how much?:

Valet service available?: no If so, how much?:

If music is played or performed, will there be a separate fee?: no If so, how much?:

Have all participants, vendors and volunteers, including those from other Organizations, signed hold harmless agreements to protect Hamburg Township, its Residents, Staff and Officials from any and all Liability that may arise due to this proposed event? Please provide blank copy of any forms used reflecting Hold Harmless language prior to event. ☐ Yes ☐ No

Will there be Fireworks or any other pyrotechnic display? If so, describe: n/a

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy

Will there be any animals present? If so, describe: (Pets are not allowed in parkland during events) Domestic Animal Control Ordinance #87 and the Park Facility Use Policy n/a

Will there be Amusement rides or games? If so, describe: no

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy

Will there be a need for vehicles to be used on Township grounds? If so, describe: only regular parking areas.

Personal vehicles used on Township grounds require proof of Auto Liability based on the description of use and areas needing to be accessed by the vehicle during the event

Will Food/Beverages be served? If so, list types of food and name of person(s) serving: Yes, post match food is provided after every game. Parent volunteers provide food. Pavilion use included

Health Department Permits and verification of Products Liability coverage must be provided

Will there be a need for Private Security or Emergency Responders? If so, describe: no

Specific services required from the Township, if any: none

**Organized Sports and/or Sporting Events:** *This section not applicable to non-sports related events.*

Please indicate type of sports event: ☒ Regular Season (Games/Practices) ☐ Sports Tournament ☐ Other Sports Event

If Tournament  
or other event,  
please describe:

Will all sports participants complete the Hamburg Township Sports Group Medical Waiver and Authorization and provide these forms to the Township?

☒ Yes

☐ No

Will all Tournament participants, including those from other Organizations, sign Hold Harmless clauses to protect Hamburg Township, its Residents, Staff and Officials from any and all Liability that may arise due to this proposed event? *Please provide blank copy of any forms used reflecting Hold Harmless language prior to event.*

☒ Yes

☐ No

*All Sports Group Medical Waiver and Authorizations and Hold Harmless forms must be supplied to the Township at time of registration.*

**Participant Information:**

Please indicate total number of HAMBURG TOWNSHIP participants in your organization: details not know at present

Please indicate total number of NON-RESIDENT participants in your organization: details not know at present

Please indicate, or attach a  
copy of the fee structure for  
participation in this sports  
season/tournament/event:

each player contribute \$145 to Warriors RFC this cover all field use fees, equipment required and jerseys etc. The coaches are all volunteers.

**Contact Information:**

*Upon Park Approval, the applicant will provide a roster of all participants including their names, ages and residency information*

Please indicate on premise contact for before, during and after the event: Paul Burke

Event Contact Phone:

Event Contact Cell Phone:

Please indicate person in charge of concessions, if any:

Concessions Contact Phone:

Concessions Contact Cell Phone:

Types of Foods/Beverages  
that will be served (Pre-  
packaged only):

Pre-packaged only if  
concessions sold.

Please indicate the process  
by which you complete  
Background Checks:

Done by Rugby Assoc.

*Background Checks may be required as outlined in Hamburg Township Park Facility Use Policy, as referenced in Section 4.4 and outlined in Appendix A.*

**Other Information:**

Please provide  
any other  
information  
regarding your  
event that you  
may find  
helpful:

## Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional information or answer questions. If the Park Use application is received less than 60 days prior to the requested event date, the Parks & Recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board

The Undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township 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 Hamburg Township, 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

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition

**Personal Property Damage Claims:** The applicant hereby releases Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant, that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant

Initials:

**Public Health & Safety:** The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance with the Michigan Sports Concussion Law, Acts 342 & 343, Public Acts of 2012, as referenced in Section 4.4 of the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the above statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township Parkland facilities

Initials:

**Confirmation of Individual Participation: (Sports Groups):** The applicant hereby swears and attests that they have obtained original signatures and initials on the Hamburg Township Sports Group Medical Waiver and Authorization for all participants that will be utilizing the Hamburg Township Park Facilities for sport related activities. Furthermore, these forms waive, release and discharge from any and all liability for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue, including travelling to and from practice, game or any event, the following entities: Hamburg Township, its elected and appointed officials, employees and volunteers, representatives and agents, and others working or acting on behalf of Hamburg Township. Furthermore, the applicant will submit all original forms to the Hamburg Township Parks and Recreation Department and attest that they are in compliance with the Michigan Sports Concussion Law, Acts 342 & 343, Public Acts of 2012, as referenced in Section 4.4 of the Park Facility Use Policy and outlined in Appendix A

Initials:

Applicant's Signature:

Date: 4th January 2019

Co-Applicant's Signature:

Date:

Parks Coordinator:

Date:

1-16-19

### For office use only

Comments:

PARD -  
TB -

Application has been (Check One)

☐ Approved

☐ Denied

Hamburg Township Clerk:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 678-324-3300 <b>FAX (A/C, No):</b> 678-324-3303	
<b>INSURED</b> United States of America Rugby Football Union USA Rugby 2655 Crescent Drive Lafayette CO 80026	<b>E-MAIL ADDRESS:</b> sport@integrogroupp.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Everest National Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b> 10120		

**COVERAGES****CERTIFICATE NUMBER:** 46579702**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event			SI8ML00180-181	9/1/2018	9/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SI8EX00149-181	9/1/2018	9/1/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$8,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse & Molestation			SI8ML00180-181	9/1/2018	9/1/2019	\$1,000,000 Any One Occurrence \$2,000,000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is an additional insured, but only with respect to liability arising out of the Named Insured's activities or operations. Coverage applies to all club practices and games. No coverage applies for ANY tournament unless the tournament is sanctioned and pre-approved by USA Rugby. Participant Legal Liability coverage is included in the General Liability limit. The USA Rugby member club named below is a Named Insured as of the date of certificate issuance until policy expiration. Additional Insured, as pertains to Events at Manley Benet Park, Hamburg Township.

**CERTIFICATE HOLDER****CANCELLATION**

Warriors Rugby Club Hamburg Township P.O. Box 157 Hamburg MI 48139	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Randy Melcher
---	--

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT  
CAREFULLY.**

## **ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.





Newly formed **Warriors Rugby** club are looking for **Pirates** to join the 2019 High School Team

### Opportunities for Rugby

- 9<sup>th</sup>-12<sup>th</sup> Grade Boys to play in 2019 Season in Michigan Rugby Division 1. No prior experience required all athletes or budding athlete's are welcome.
  - All high school boys welcome to winter practice, Sundays 2-4pm January and February
  - Checkout [www.warriorsrfc.org](http://www.warriorsrfc.org) for details
- 5<sup>th</sup> – 8<sup>th</sup> Grades to learn Rugby starting in March with Pinckney Community Education

[www.warriorsrfc.org](http://www.warriorsrfc.org)





Hamburg Township Offices  
10405 Merrill Rd., P.O. Box 157  
Hamburg, MI 48139  
(810)231-1000  
[www.hamburg.mi.us](http://www.hamburg.mi.us)

## **Memorandum**

Date: January 16, 2019

To: Parks & Recreation Committee

From: Deby Henneman, Parks Coordinator

Re: Pinckney Hamburg Baseball Softball Association – Park Use Application  
2019 Spring Season, including Opening Day event and Travel Tryouts

We are in receipt of a Park Use Application from the PHBSA for use of the Baseball Diamonds/T'Ball area/Concession Stand in Manly Bennett Park East for their regular season April 1 to July 31, 2019, including their Opening Day Event and Travel Tryouts. Dates for those events are TBD and will be approved administratively.

Park Use will be subject to Blackout Dates, including the 2019 Family Fun Fest. Should the PHBSA desire to use the Concession Stand use for sales of anything other than pre-packaged foods, it will require a separate application along with current copy of a Health Department License, to be funded by the PHBSA.

I recommend approval of the application from the PHBSA as submitted, subject to charges as outlined in the Park Facility Use Fee Schedule based on participant roster to be submitted, that proof of insurance naming Hamburg Township as Additional Insured be provided, that the Clerk Department be provided all requested documents to their satisfaction, that use will not be allowed during Blackout dates and that Concession sales be limited to pre-packaged foods and beverages unless Concession stand is licensed by PHBSA with the Health Department and proper documents are submitted.



Hamburg Township Manly Bennett Park  
Park Use Application and  
Release of Liability & Indemnification Agreement  
(Application must be submitted 60 days before required use)

Submit by Email

Print Form

10405 Merrill Road  
Hamburg, MI 48139  
(810) 231-1000 X-218 Office  
(810) 231-4295 Fax

**Applicant Information:**

Name of Event:	PHBSA - Season		
Type of Event:	Season		
Applicant Name:	PHBSA	Park Use Category:	3
Date(s) of Event:	4/1/2019 - 7/31/2019	Time(s) of Event:	
Applicant Address:	P.O. Box 813	Suite or Apt. #:	
Applicant City:	Hamburg	Applicant State:	MI
		Applicant Zip:	48139
Contact Person:	Chris Schell	Contact Title:	President
Contact Phone:		Contact Cell:	
Contact Email:	[Redacted]		
All Co-applicants must also sign all applications and waivers			
Event Co-applicant, if any:		Co-applicant Phone:	
Co-applicant relationship to Applicant:			

**Insurance Information:**

Insurance Carrier:	Nationwide Mutual	Policy Number:	6BRPG000006430100
General Liability Limit:		Expiration Date:	5/10/19

Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy

**Event Description:** (any information that doesn't pertain to the event please indicate "not applicable" or "N/A")

Details of Event including number of days needed for the event, setup and teardown:

Rec and Travel baseball season. Includes Opening Day Event & Travel tryouts - Dates TBD & advised.

Estimated Number of Participants:	250	Estimated Number of Spectators/Guests:	
Estimated percentage of Hamburg Resident participation:	50%	Estimated percentage of non-resident:	50%

Details of the Township site required for Proposed Event, please include site plan drawing of layout for any Special Events:

N/A

Will there be camping and trailer facilities? If so, are overnight stays anticipated?:

Number of Volunteers:  Are Volunteers trained?:  Please attach copy of Volunteer Handbook if applicable

Will tents be used?:  All tent locations must be pre-approved

If so, indicate locations:

Will admission be charged?:  If so, how much?:

Parking fee charged?:  If so, how much?:

Valet service available?:  If so, how much?:

If music is played or performed, will there be a separate fee?:  If so, how much?:

Have all participants, vendors and volunteers, including those from other Organizations, signed hold harmless agreements to protect Hamburg Township, its Residents, Staff and Officials from any and all Liability that may arise due to this proposed event? Please provide blank copy of any forms used reflecting Hold Harmless language prior to event. ☐ Yes ☐ No

Will there be Fireworks or any other pyrotechnic display? If so, describe:

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy

Will there be any animals present? If so, describe:   
**(Pets are not allowed in parkland during events)**  
Domestic Animal Control Ordinance #87 and the Park Facility Use Policy

Will there be Amusement rides or games? If so, describe:

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy

Will there be a need for vehicles to be used on Township grounds? If so, describe:

Personal vehicles used on Township grounds require proof of Auto Liability based on the description of use and areas needing to be accessed by the vehicle during the event

Will Food/Beverages be served? If so, list types of food and name of person(s) serving:

For anything other than pre-packaged foods, Health Department Permits and verification of Products Liability coverage must be provided

Will there be a need for Private Security or Emergency Responders? If so, describe:

Specific services required from the Township, if any:

**Organized Sports and/or Sporting Events:** *This section not applicable to non-sports related events.*

Please indicate type of sports event: ☒ Regular Season (Games/Practices) ☐ Sports Tournament ☐ Other Sports Event

If Tournament  
or other event,  
please describe:

All Regular Season sports participants MUST complete the Hamburg Township Sports Group Medical Waiver and Authorization and provide these forms to the Township.

Initials CS

All Tournament participants, including those from other Organizations, shall sign Hold Harmless clauses to protect Hamburg Township, its Residents, Staff and Officials from any and all Liability that may arise due to this proposed event. **Please provide executed tournament log reflecting Hold Harmless language after the event.**

Initials CS

All Sports Group Medical Waiver and Authorizations and Hold Harmless forms must be supplied to the Township at time of registration.

**Participant Information:**

Please indicate total number of HAMBURG TOWNSHIP participants in your organization:

Please indicate total number of NON-RESIDENT participants in your organization:

Please indicate, or attach a  
copy of the fee structure for  
participation in this sports  
season/tournament/event:

Rec - 83 Res / 85 Non  
Travel - 193 Res / 62 Non

*Upon Park Approval, the applicant will provide a roster of all participants including their names, ages and residency information*

Please indicate on premise contact for before, during and after the event:

Chris Schell

Event Contact Phone:

Event Contact Cell Phone:

Please indicate person in charge of concessions, if any:

Concessions Contact Phone:

Concessions Contact Cell Phone:

Types of Foods/Beverages  
that will be served (Pre-  
packaged only):

Pre-packaged only

Please indicate the process  
by which you complete  
Background Checks:

Board members and coaches will be required to get it through ICHAT. Concussion Training also

Background Checks may be required as outlined in Hamburg Township Park Facility Use Policy, as referenced in Section 4.4 and outlined in Appendix A.

**Other Information:**

Please provide  
any other  
information  
regarding your  
event that you  
may find  
helpful:

## Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional information or answer questions. If the Park Use application is received less than 60 days prior to the requested event date, the Parks & Recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board

The Undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township 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 Hamburg Township, 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

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition

**Personal Property Damage Claims:** The applicant hereby releases Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant, that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant

Initials:

CS

**Public Health & Safety:** The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance with the Michigan Sports Concussion Law, Acts 342 & 343, Public Acts of 2012, as referenced in Section 4.4 of the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the about statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township Parkland facilities

Initials:

CS

**Confirmation of Individual Participation: (Sports Groups):** The applicant hereby swears and attests that they have obtained original signatures and Initials on the Hamburg Township Sports Group Medical Waiver and Authorization for all participants that will be utilizing the Hamburg Township Park Facilities for sport related activities. Furthermore, these forms waive, release and discharge from any and all liability for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue, including traveling to and from practice, game or any event, the following entities: Hamburg Township, its elected and appointed officials, employees and volunteers, representatives and agents, and others working or acting on behalf of Hamburg Township. Furthermore, the applicant will submit all original forms to the Hamburg Township Parks and Recreation Department and attest that they are in compliance with the Michigan Sports Concussion Law, Acts 342 & 343, Public Acts of 2012, as referenced in Section 4.4 of the Park Facility Use Policy and outlined in Appendix A

Initials:

CS

Applicant's Signature:

Ch. Seel

Date:

1-11-19

Co-Applicant's Signature:

[Signature]

Date:

Parks Coordinator:

[Signature]

Date:

1-16-19

For office use only

Comments:

Park -  
TB -

Application has been (Check One)

☐ Approved

☐ Denied

Hamburg Township Clerk:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> Mass Merchandising Underwriting <b>PHONE (A/C, No, Ext):</b> 1-800-426-2889 <b>FAX (A/C, No):</b> 1-260-459-5105 <b>E-MAIL ADDRESS:</b> info@sportsinsurance-kk.com <b>PRODUCER CUSTOMER ID:</b>																					
<b>INSURED</b> Pinckney Hamburg Baseball and Softball Associ P.O. Box 813 Hamburg, MI 48139 A Member of the Sports, Leisure & Entertainment RPG	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nationwide Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nationwide Mutual Insurance Company	23787	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER: W01227111

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6BRPG0000006430100	05/10/2018 12:01 AM EDT	05/10/2019 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII			6BRPG0000006430100	05/10/2018 12:01 AM EDT	05/10/2019 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>			6BRPG0000006430100	05/10/2018 12:01 AM EDT	05/10/2019 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Sport(s): Baseball Age(s): 12 and under, 13-15; Softball Age(s): 12 and under, 13-15

Requires Additional Insured clause

## CERTIFICATE HOLDER

Evidence of Coverage

Requires Hamburg be listed

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Finkbeiner

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the Insurance laws and regulations of the State of Texas





Hamburg Township Offices  
10405 Merrill Rd., P.O. Box 157  
Hamburg, MI 48139  
(810)231-1000  
[www.hamburg.mi.us](http://www.hamburg.mi.us)

## **Memorandum**

Date: January 17, 2019

To: Parks and Recreation Committee

From: Deby Henneman, Parks Coordinator

Re: Pinckney Hamburg Baseball Softball Association – Park Use Application  
2019 Pirate Classic Baseball Tournament Season

We are in receipt of a Park Use Application from the PHBSA for use of the Baseball Diamonds in Manly Bennett Park East for their Pirate Classic Baseball Tournament which takes place over the course of 2 weekends, May 18 & 19 and June 1 & 2, 2019. There is no activity on the Memorial Day holiday weekend. The Tournament coverage for the participants will be provided prior to the event by the applicant.

Should the application be approved, I recommend approval subject to charges as outlined in the Park Facility Use Fee Schedule, that Tournament coverage naming Hamburg Township as Additional Insured be provided, that the Clerk Department be provided all requested documents to their satisfaction, that use not be allowed during Blackout dates and that Concession sales be limited to pre-packaged foods and beverages only, unless proof of Concession License is submitted. Should there be outside vendors present, a Vendor Inspection will be required by the HTFD.





**Hamburg Township Manly Bennett Park**  
**Park Use Application and**  
**Release of Liability & Indemnification Agreement**  
*(Application must be submitted 60 days before required use)*

Submit by Email

Print Form

10405 Merrill Road  
Hamburg, MI 48139  
(810) 231-1000 X-218 Office  
(810) 231-4295 Fax

**Applicant Information:**

Name of Event:	Pirate Baseball Classic		
Type of Event:	Baseball tournament		
Applicant Name:	PHBSA	Park Use Category:	6 - All other Event Use
Date(s) of Event:	05/18/19, 05/19/19, 06/01/19, 06/02/19	Time(s) of Event:	8:00am - 6:00pm
Applicant Address:	PO Box 813	Suite or Apt. #:	
Applicant City:	Hamburg	Applicant State:	MI
		Applicant Zip:	48139
Contact Person:	Corey Lumadue	Contact Title:	PHBSA Secretary
Contact Phone:	[REDACTED]	Contact Cell:	[REDACTED]
Contact Email:	[REDACTED]	<i>All Co-applicants must also sign all applications and waivers</i>	
Event Co-applicant, if any:		Co-applicant Phone:	
Co-applicant relationship to Applicant:			

**Insurance Information:**

Insurance Carrier:	Nationwide Mutual	Policy Number:	6BRPG000000643010
General Liability Limit:		Expiration Date:	05/10/2019

*Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy*

*Requires Tournament Coverage TBD*

**Event Description:** *(any information that doesn't pertain to the event please indicate "not applicable" or "N/A")*

Details of Event including number of days needed for the event, setup and teardown:	Travel baseball tournament. Merrill Fields 1-4 Total of 4 days usage <i>Includes Parking lot and use of Concession stand.</i>		
Estimated Number of Participants:	300	Estimated Number of Spectators/Guests:	500
Estimated percentage of Hamburg Resident participation:	20%	Estimated percentage of non-resident:	80%
Details of the Township site required for Proposed Event, please include site plan drawing of layout for any Special Events:	Merrill baseball fields 1-4. Merrill fields parking lots		

Will there be camping and trailer facilities? If so, are overnight stays anticipated?: No

Number of Volunteers: 20 Are Volunteers trained?: Yes Please attach copy of Volunteer Handbook if applicable

Will tents be used?: No All tent locations must be pre-approved

If so, indicate locations:

Will admission be charged?: No If so, how much?:

Parking fee charged?: No If so, how much?:

Valet service available?: No If so, how much?:

If music is played or performed, will there be a separate fee?: NA If so, how much?:

Have all participants, vendors and volunteers, including those from other Organizations, signed hold harmless agreements to protect Hamburg Township, its Residents, Staff and Officials from any and all Liability that may arise due to this proposed event? *Please provide blank copy of any forms used reflecting Hold Harmless language prior to event.* ☒ Yes ☐ No

Will there be Fireworks or any other pyrotechnic display? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy

Will there be any animals present? If so, describe: No  
**(Pets are not allowed in parkland during events)**  
Domestic Animal Control Ordinance #87 and the Park Facility Use Policy

Will there be Amusement rides or games? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy

Will there be a need for vehicles to be used on Township grounds? If so, describe: No

Personal vehicles used on Township grounds require proof of Auto Liability based on the description of use and areas needing to be accessed by the vehicle during the event

Will Food/Beverages be served? If so, list types of food and name of person(s) serving: Yes - concession stand food & bev. Michelle Goodfellow - Requires Health Dept License & proof submitted to Parks Department.

For anything other than pre-packaged foods, Health Department Permits and verification of Products Liability coverage must be provided

Will there be a need for Private Security or Emergency Responders? If so, describe: No

Specific services required from the Township, if any: None

**Organized Sports and/or Sporting Events:** *This section not applicable to non-sports related events.*

Please indicate type of sports event: ☐ Regular Season (Games/Practices) ☒ Sports Tournament ☐ Other Sports Event

If Tournament  
or other event,  
please describe:

Travel baseball tournament

All Regular Season sports participants MUST complete the Hamburg Township Sports Group Medical Waiver and Authorization and provide these forms to the Township.

Initials

All Tournament participants, including those from other Organizations, shall sign Hold Harmless clauses to protect Hamburg Township, its Residents, Staff and Officials from any and all Liability that may arise due to this proposed event. **Please provide executed tournament log reflecting Hold Harmless language after the event.**

Initials

CL

All Sports Group Medical Waiver and Authorizations and Hold Harmless forms must be supplied to the Township at time of registration.

**Participant Information:**

Please indicate total number of HAMBURG TOWNSHIP participants in your organization: ~50

Please indicate total number of NON-RESIDENT participants in your organization: ~20

Please indicate, or attach a  
copy of the fee structure for  
participation in this sports  
season/tournament/event:

\$425/ team

*Upon Park Approval, the applicant will provide a roster of all participants including their names, ages and residency information*

**Contact Information:**

Please indicate on premise contact for before, during and after the event: Corey Lumadue

Event Contact Phone:

Event Contact Cell Phone:

Please indicate person in charge of concessions, if any: Michelle Goodfellow

Concessions Contact Phone:

Concessions Contact Cell Phone:

Types of Foods/Beverages  
that will be served (Pre-  
packaged only):

Chips, candy, soft drink, Gatorade, water - If no prepared  
foods, license won't be  
necessary.

Please indicate the process  
by which you complete  
Background Checks:

Coach background checks, proof of team insurance, team rosters

Background Checks may be required as outlined in Hamburg Township Park Facility Use Policy, as referenced in Section 4.4 and outlined in Appendix A.

**Other Information:**

Please provide  
any other  
information  
regarding your  
event that you  
may find  
helpful:

Will require additional portable  
toilets & dumpster.

## Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional information or answer questions. If the Park Use application is received less than 60 days prior to the requested event date, the Parks & Recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board

The Undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township 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 Hamburg Township, 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

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition

**Personal Property Damage Claims:** The applicant hereby releases Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant, that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant

Initials:

CL

**Public Health & Safety:** The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance with the Michigan Sports Concussion Law, Acts 342 & 343, Public Acts of 2012, as referenced in Section 4.4 of the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the about statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township Parkland facilities

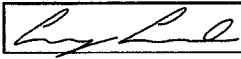
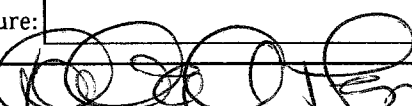

Initials:

CL

**Confirmation of Individual Participation: (Sports Groups):** The applicant hereby swears and attests that they have obtained original signatures and initials on the Hamburg Township Sports Group Medical Waiver and Authorization for all participants that will be utilizing the Hamburg Township Park Facilities for sport related activities. Furthermore, these forms waive, release and discharge from any and all liability for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue, including traveling to and from practice, game or any event, the following entities: Hamburg Township, its elected and appointed officials, employees and volunteers, representatives and agents, and others working or acting on behalf of Hamburg Township. Furthermore, the applicant will submit all original forms to the Hamburg Township Parks and Recreation Department and attest that they are in compliance with the Michigan Sports Concussion Law, Acts 342 & 343, Public Acts of 2012, as referenced in Section 4.4 of the Park Facility Use Policy and outlined in Appendix A

Initials:

CL

Applicant's Signature:		Date:	01/13/19
Co-Applicant's Signature:		Date:	
Parks Coordinator:		Date:	1/17/19

For office use only

Comments:

Application has been (Check One) ☐ Approved ☐ Denied

Hamburg Township Clerk:



Hamburg Township Offices  
10405 Merrill Rd., P.O. Box 157  
Hamburg, MI 48139  
(810)231-1000  
[www.hamburg.mi.us](http://www.hamburg.mi.us)

## **Memorandum**

Date: January 25, 2019

To: Parks & Recreation Committee

From: Deby Henneman, Parks Coordinator

Re: HERO Park Use – Manly Bennett Park – East & West  
Park Use Application for Special Event: Family Fun Fest

Blackout Dates: June 13-23, 2020/June 12-22, 2021/June 11-21, 2021

We are in receipt of a Park Use Application from Hamburg Enhanced Recreation Organization (H.E.R.O.) dated January 23, 2019 for the annual Hamburg Family Fun Fest event, for future dates in 2020, 2021 & 2022.

The applicant anticipates up to 30,000 participants/spectators during the course of the event annually, and is requesting a multi-year Park Use in order to have the flexibility to negotiate a multi-year, third-party contract with Wade Shows to provide the Amusement Rides, Games and Concession services during the captioned dates.

Due to the nature and size of the event, my recommendation is to have further discussion at the Parks & Recreation Committee meeting to define the parameters of this park use approval, and to be sure that any recommendation to the Township Board clearly outlines what will be expected of the applicant moving forward. Park fees and Public Safety charges should also be addressed, and Land Use Agreements along with updated proof of insurance will be required annually.



**Hamburg Township Manly Bennett Park  
Park Use Application and  
Release of Liability & Indemnification Agreement**  
(Application must be submitted 60 days before required use)

**Submit by Email**

**Print Form**

10405 Merrill Road  
Hamburg, MI 48139  
(810) 231-1000 X-218 Office  
(810) 231-4295 Fax

**Applicant Information:**

Name of Event:	Hamburg Family Fun Fest		
Type of Event:	Community Festival		
Applicant Name:	Hamburg Enhanced Recreation Organization (H.E.R.O.)	Park Use Category:	3 - Qualified Group
Date(s) of Event:	3-Years (See Attached List of Dates)	Time(s) of Event:	10 am - 12 midnight
Applicant Address:	P O Box 548	Suite or Apt. #:	
Applicant City:	Hamburg	Applicant State:	MI
		Applicant Zip:	48139
Contact Person:	Joanna Hardesty	Contact Title:	President
Contact Phone:	(810) 397-9058	Contact Cell:	(810) 397-9058
Contact Email:	jghwade1@aol.com	All Co-applicants must also sign all applications and waivers	
Event Co-applicant, if any:		Co-applicant Phone:	
Co-applicant relationship to Applicant:			

**Insurance Information:**

Insurance Carrier:	West Bend Mutual	Policy Number:	NSL 1335562
General Liability Limit:	6,000,000	Expiration Date:	May 12 of each year

Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy

**Event Description:** (any information that doesn't pertain to the event please indicate "not applicable" or "N/A")

Details of Event including number of days needed for the event, setup and teardown:	Annual community Family Fun Fest that offers up to 5 days of family entertainment including amusement rides, petting zoo, arts & crafts, classic car show, feature entertainment, stage entertainment, fireworks, laser light shows, and other activities all offered FREE of charge (with the exception of the amusement rides).
---	---

Estimated Number of Participants:	10,000 - 30,000	Estimated Number of Spectators/Guests:	
Estimated percentage of Hamburg Resident participation:		Estimated percentage of non-resident:	

Details of the Township site required for Proposed Event, please include site plan drawing of layout for any Special Events:	East and West Parks - see attached layout
--	---



Will there be camping and trailer facilities? If so, are overnight stays anticipated?: **Yes for midway staff (campground permit issued)**

Number of Volunteers: **100 - 152 +/-**

Are Volunteers trained?: **Yes**

*Please attach copy of Volunteer Handbook if applicable*

Will tents be used?: **Yes**

*All tent locations must be pre-approved*

If so, indicate locations: **East and West Park throughout the event area**

Will admission be charged?: **No**

If so, how much?:

Parking fee charged?: **Yes**

If so, how much?: **Donation - \$5.00 Suggested**

Valet service available?: **No**

If so, how much?:

If music is played or performed, will there be a separate fee?: **No**

If so, how much?:

Have all participants, vendors and volunteers, including those from other Organizations, signed hold harmless agreements to protect Hamburg Township, its Residents, Staff and Officials from any and all Liability that may arise due to this proposed event? *Please provide blank copy of any forms used reflecting Hold Harmless language prior to event.*

☒ Yes

☐ No

Will there be Fireworks or any other pyrotechnic display? If so, describe:

**Yes. Fireworks shows are planned for Friday and Saturday nights of the scheduled festival weekend each year.**

*Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy*

Will there be any animals present? If so, describe:

**(Pets are not allowed in parkland during events)**

*Domestic Animal Control Ordinance #87 and the Park Facility Use Policy*

**Yes. A petting zoo and other animal attractions are included as part of the festival entertainment offered free of charge.**

Will there be Amusement rides or games? If so, describe:

**Yes. Wade Shows, Inc. will provide the amusement rides and game concessions.**

*Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy*

Will there be a need for vehicles to be used on Township grounds? If so, describe:

**Yes. Volunteers, police, fire and event staffing will all be utilizing off-road vehicles during the event including, but not limited to, golf carts.**

*Personal vehicles used on Township grounds require proof of Auto Liability based on the description of use and areas needing to be accessed by the vehicle during the event*

Will Food/Beverages be served? If so, list types of food and name of person(s) serving:

**Yes. All concessions are provided by Wade Shows, Inc and are licensed and inspected by the Livingston County Health Department.**

*Subject to Fire Inspection.*

*For anything other than pre-packaged foods, Health Department Permits and verification of Products Liability coverage must be provided*

Will there be a need for Private Security or Emergency Responders? If so, describe:

**No.**

Specific services required from the Township, if any:

**Police and Fire for fireworks nights.**

**Organized Sports and/or Sporting Events:** *This section not applicable to non-sports related events.*

Please indicate type of sports event: ☐ Regular Season (Games/Practices) ☐ Sports Tournament ☐ Other Sports Event

If Tournament  
or other event,  
please describe:

All Regular Season sports participants **MUST** complete the Hamburg Township Sports Group Medical Waiver and Authorization and provide these forms to the Township.

Initials

All Tournament participants, including those from other Organizations, shall sign Hold Harmless clauses to protect Hamburg Township, its Residents, Staff and Officials from any and all Liability that may arise due to this proposed event. ***Please provide executed tournament log reflecting Hold Harmless language after the event.***

Initials

*All Sports Group Medical Waiver and Authorizations and Hold Harmless forms must be supplied to the Township at time of registration.*

**Participant Information:**

Please indicate total number of HAMBURG TOWNSHIP participants in your organization:

Please indicate total number of NON-RESIDENT participants in your organization:

Please indicate, or attach a  
copy of the fee structure for  
participation in this sports  
season/tournament/event:

*Upon Park Approval, the applicant will provide a roster of all participants including their names, ages and residency information*

**Contact Information:**

Please indicate on premise contact for before, during and after the event:

Event Contact Phone: (810) 626-3035

Event Contact Cell Phone: (810) 397-9058

Please indicate person in charge of concessions, if any:

Concessions Contact Phone:

Concessions Contact Cell Phone:

Types of Foods/Beverages  
that will be served (Pre-  
packaged only):

Wade Shows concessions.

Please indicate the process  
by which you complete  
Background Checks:

Background checks are completed by Wade Shows.

*Background Checks may be required as outlined in Hamburg Township Park Facility Use Policy, as referenced in Section 4.4 and outlined in Appendix A.*

**Other Information:**

Please provide  
any other  
information  
regarding your  
event that you  
may find  
helpful:



## Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional information or answer questions. If the Park Use application is received less than 60 days prior to the requested event date, the Parks & Recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board

The Undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, Indemnify, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township 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 Hamburg Township, 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

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition

**Personal Property Damage Claims:** The applicant hereby releases Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant, that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant

Initials:

jh

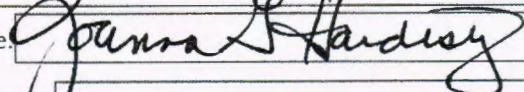
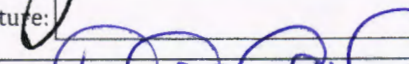

**Public Health & Safety:** The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance with the Michigan Sports Concussion Law, Acts 342 & 343, Public Acts of 2012, as referenced in Section 4.4 of the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the about statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township Parkland facilities

Initials:

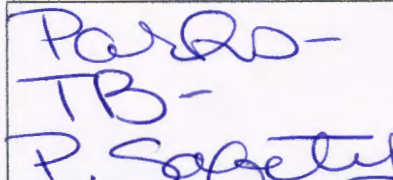
jh

**Confirmation of Individual Participation: (Sports Groups):** The applicant hereby swears and attests that they have obtained original signatures and Initials on the Hamburg Township Sports Group Medical Waiver and Authorization for all participants that will be utilizing the Hamburg Township Park Facilities for sport related activities. Furthermore, these forms waive, release and discharge from any and all liability for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue, including traveling to and from practice, game or any event, the following entities: Hamburg Township, its elected and appointed officials, employees and volunteers, representatives and agents, and others working or acting on behalf of Hamburg Township. Furthermore, the applicant will submit all original forms to the Hamburg Township Parks and Recreation Department and attest that they are in compliance with the Michigan Sports Concussion Law, Acts 342 & 343, Public Acts of 2012, as referenced in Section 4.4 of the Park Facility Use Policy and outlined in Appendix A

Initials:

Applicant's Signature:		Date:	January 23, 2019
Co-Applicant's Signature:		Date:	
Parks Coordinator:		Date:	1-25-19

For office use only

Comments: 

Application has been (Check One) ☒ Approved ☐ Denied

Hamburg Township Clerk:



## **HAMBURG FAMILY FUN FEST 2020 – 2022**

*June 17, 2020 – June 20, 2020*  
*(Park Use June 13 – 23, 2020)*

*June 16, 2018 – June 19, 2021*  
*(Park Use June 12 – 22, 2021)*

*June 15, 2022 – June 18, 2022*  
*(Park Use June 11 – 21, 2021)*









# VOLUNTEER REGISTRATION

**June 13 - 16, 2018**

What areas are you most interested in working?

- ☐ Floater
- ☐ Parking
- ☐ Grounds Crew
- ☐ Shuttle (must be at least 18)
- ☐ Gate

Indicate dates and preferred shift available to work each day. **NOTE: Shifts are 4 hours.** Please detail the times you're available and interested in working.

Day	Morn 8-12	Mid 11-3	After 2-6	Eve 5-9	Night 8-12
Pre-Event					
Wed 6/14					
Thurs 6/15					
Fri 6/16					
Sat 6/17					
Clean up Sun 6/18					

Scheduling requests are filled on a first-come, first served basis. Consideration may be made for experience, availability, and specialized functions.

## VOLUNTEER TRAINING

(Date TBD)

Please return form to:  
H.E.R.O. Volunteer  
P.O. Box 548  
Hamburg, MI 48139

Questions? Call (810) 626-3035



### Applicant Information (Please print clearly)

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

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

City, State, Zip: \_\_\_\_\_

Telephone: Day ( ) Cell ( )

E-mail: \_\_\_\_\_

**1. Are there any duties (such as lifting) you have been advised not to do?**

Please circle one: Yes | No

If yes, what are your restrictions? \_\_\_\_\_

**2. Please list any/all allergies (including food)** \_\_\_\_\_

**3. In case of an emergency, who should we contact?**

Name: \_\_\_\_\_ Number: \_\_\_\_\_

**4. Occupation / Student / Retired:** \_\_\_\_\_

**5. T-Shirt Size (Circle One):** S M L XL XXL XXXL

**HOLD HARMLESS AGREEMENT:** In consideration of the Hamburg Enhanced Recreation Organization (H.E.R.O.) permitting participation in the 2017 Hamburg Family Fun Fest, the applicant hereby agrees to assume all loss, damage, risk and liability associated with participation. It is recognized and acknowledged that this includes, but is not limited to, personal injury and property damage incurred for any reason whatsoever. Applicant further agrees to release, hold harmless and indemnify the Township of Hamburg, H.E.R.O., any event sponsors, their elected officials, officers, agents and employees from any and all liability or responsibility whatsoever for injury (including death) to persons, and for any damage to any Township property, or the property of others, arising out of, or resulting from, participation in the Hamburg Fun Fest.

By signing below, I am voluntarily taking part in an activity at or in support of H.E.R.O. and the Hamburg Family Fun Fest. I hereby confirm that the information I have provided is true and may be verified.

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

If under age 17, parent or guardian must sign.

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

REFERRED BY: \_\_\_\_\_



*Volunteers don't necessarily have the time; they just  
have the heart – Author Unknown*

## **VOLUNTEER POLICY & PROCEDURE MANUAL**

### **1.0 Introduction**

Welcome to all Hamburg Family Fun Fest Volunteers and thank you for giving your time to help make this event one of the premier events of the summer in the surrounding Livingston County area. As volunteers, we are all partners to provide for smooth operations and a safe and secure community at the Bennett Park facility. Each volunteer represents the "face" of our organization (H.E.R.O.) and thereby is a H.E.F.O. ambassador. Volunteers are expected to be enthusiastic, friendly, helpful, and professional at all times. As volunteers we ask you to cultivate a positive attitude and personally invest in a "community spirit of cooperation" as we work together, connected in a common purpose to be recognized as the event of the year.

#### **1.1 Volunteer Training Mission Statement**

To provide skills, promote community awareness and empowerment, provide safety for all that participate, ensure protection for H.E.R.O., the park facilities and its surroundings, and foster a positive environment through necessary and effective risk management techniques.

#### **1.2 Volunteer Policy**

All Hamburg Family Fun Fest volunteers are subject to the policies, procedures and guidelines for their level of participation as outlined in this manual.

#### **1.3 Youth Volunteers**

Youth under the age of 17 must have parental/guardian permission signed on the Volunteer Registration Form. On a case-by-case basis, depending on the job, youth volunteers may be able to work a task without direct adult supervision. This will be determined based on interview, discussions, and other feedback.



#### **1.4 Release and Waiver of Liability**

All volunteers are required to sign a release and waiver of liability as prepared and provided by H.E.R.O.

### **2.0 Volunteer Categories and Description**

**2.1 Festival Director.** The Festival Director handles decisions affecting the broad scope of operations at the festival. This volunteer requires a great understanding of festival operations and strong commitment to the organization. This member works directly with other key volunteers to plan, implement, and evaluate the event.

**2.2 Operations Manager.** The Operations Manager oversees the on-site operations of the festival. The OM is the direct link to the Festival Director and is responsible for communications and coordination among the Area Supervisors. Skills in conflict resolution, problem solving, crisis intervention and management/ leadership are necessary and conveyed to other volunteers.

**2.3 Area Supervisors.** Area Supervisors help to coordinate operations and assist the volunteers in their area. They also provide some planning help and advice prior to the festival and often arrive early to help with set-up. Area supervisors have communication radios.

**2.4 Floater.** Volunteers able to work in any position to fill in shifts as needed at any site.

**2.5 Security Volunteers.** These volunteers are the eyes and ears of the festival assistance and monitoring program. They help to patrol the festival grounds, especially during the nighttime hours. Security volunteers are radio-trained and wear security identification.

**2.6 Volunteer Ambassador.** The Volunteer Ambassador's sole responsibility is to monitor the needs of the volunteers. This includes tracking break times, addressing volunteers, issues, complaints, etc.

**2.7 Runners.** Volunteer runners are stationed in the Volunteer Command Center and are responsible for running errands according to need.

**2.8 Maintenance Crew.** Volunteers helping with general set-up, installations, removals, and cleaning after the event. These volunteers roam an assigned section of the Festival grounds, pick up trash on the grounds and remove full bags from trash cans, replacing them with fresh plastic liners. Heavy lifting and bending may be required.

**2.9 Gate Workers.** These volunteers are responsible for collecting the parking fee from patrons as they enter the park. They are required to follow the procedure for cash handling as described by the H.E.R.O. Treasurer.

**2.10 Parking Crew.** These volunteers direct traffic to the correct parking lots/areas, provide cars with a schedule of events, and answer questions.

All event VOLUNTEERS are designated by a safety green shirt when they are on duty. All Festival DIRECTORS are identified by wearing a safety orange shirt.

### **3.0 Training**

All volunteers must attend orientation and position-specific training. All will receive training related to emergency plans including emergency reporting procedures, equipment, evacuation routines, etc.

### **4.0 General Responsibilities and Requirements for all Volunteers**

As a volunteer, you can have a huge impact on the enjoyment of our guests and the success of the event. We are counting on you, so if you are unable to meet a commitment, please call the Volunteer Coordinator through the H.E.R.O. hotline at (586) 861-7209 as soon as possible so we can make appropriate arrangements.

All volunteers are required to report to the Information Center to sign in prior to beginning their shift. At this time confirmation of work stations and responsibilities will be reviewed. Volunteers **MUST** be in Festival uniform during their assigned shift. (DO NOT MAKE ANY ALTERATIONS TO YOUR UNIFORM.) Please note that a volunteer uniform does not give volunteers access to the amusement rides at no charge. **If you plan to stay at the Festival to enjoy the activities, you must change out of your uniform immediately after your shift.**

As a member of the Hamburg Family Fun Fest Team, all volunteers have the following general responsibilities:

- Understand specific job description and follow through with the job volunteered for. Be prompt and work the shift time committed.
- Understand general volunteer responsibilities – **See Appendix A & B**
- Read and follow the volunteer's code of conduct – **See Appendix B**
- Understand basic volunteer response protocols (chain of command) and response limitations – **See Appendix A-1**
- Understand and practice the basic guidelines and personal responsibilities recommended for all festival participants – **See Appendix A-2**
- Understand security and medical protocols – **See Appendix C & D**

- Communicate and listen with respect while assisting participants and treat them fairly and with dignity, expecting the same from the participants. Practice conflict avoidance techniques – **See Appendix E**
- Consult with fellow volunteers and seek out necessary assistance from coordinators or supervisors as needed.
- Report medical situations or other significant incidents to the Security Supervisors. Read and understand the incident reporting and grievance procedure – **See Appendix G**
- Read and understand the alcohol and smoking policy – **See Appendix H**

Volunteers do their jobs by following the general responsibilities listed above and working directly with their area supervisor for job training and direction. These volunteers are often the eyes and ears of the festival monitoring system, and, in addition, act to coordinate operations, communication and respond to emergent problems. They are often needed to problem solve, to recognize and evaluate potential and actual risk situations, and provide additional assistance to event attendees and area volunteers. Roles include monitoring of on-site activities and festival guideline compliance to assure the safety of all in attendance. In choosing to participate in any of these advanced volunteer categories, you will need to have additional skills that allow you to fulfill the job requirements. Training is important and will help you perform your task without confusion.



## APPENDIX A

### Basic Festival Guidelines & Volunteer Response

#### 1.0 Basic Volunteer Response Protocols

General volunteers will typically be focused on their job at one of the festival operation areas and receive guidance from their Area Supervisors. At times they may have the occasion to remind attendees of the basic festival guidelines or answer questions. In doing so, please do it in a manner that will have a positive impact. Before responding be sure you have a full understanding of the guidelines. Seek clarification regarding the guidelines as needed. If you are not comfortable in this role, defer to the Event Coordinator. In addition, common courtesy guidelines are distinct from serious rules & guideline infractions. These are further defined below. It is your responsibility to know the difference and respond accordingly. Serious violations of the guidelines, dangerous situations or medical emergencies warrant notification of the advanced-trained volunteers and security personnel. Know your limits, consult and seek assistance.

1.1 Volunteers are required to respond to a full range of questions and are trained to bring the appropriate response to particular situations. As a general volunteer, you will typically receive assistance directly from your Area Supervisor. We hope that you will handle as many questions and requests as you can; however, if you find yourself unable to answer a question, or in a difficult or potentially dangerous situation, you should seek consultation and/or help. Remember to use common sense and discretion when dealing with all situations. When in doubt, call for assistance.

1.2 Should any situation arise in which you determine you need assistance, follow this procedure:

- a. Consult with your Area Supervisor.
- b. If not working as a volunteer on shift, but come across a serious situation, we request that you help as any Good Samaritan would in a community:
  - Contact police, fire, security or festival director if you observe a medical emergency or dangerous situation – **Refer to Appendix F, Section 1 (Emergency Radio Procedures)**. Remain at the scene if possible and send for assistance or seek out someone with a radio.
  - While waiting, get names and any pertinent information, if practical and parties are cooperative.
  - Report a serious guideline infraction (see below) to the advanced volunteer team when convenient, but as soon as possible.
- c. Examples of dangerous or unsafe conditions include lost children/parents, threatening or abusive behaviors to others, risk of bodily injury to self and/or others, disorderly persons, minors in

possession, property destruction, and fire hazards. These are examples of serious incidents and should be reported to an advanced volunteer team member, who will either assist and/or contact the police for additional assistance.

d. Be mindful of potential illegal, unlicensed, or unapproved vendors pedaling merchandise on Festival grounds. Report suspect vendors to security immediately.

e. H.E.R.O. has adopted a policy prohibiting political campaigning, petition circulation/signature gathering at the Festival. If this activity is observed, report it immediately to the assigned supervisor.

f. FIRST AID / MEDICAL Response: Encourage attendees to seek first-aid at the first-aid station in non-emergency situations, i.e. minor cuts, insect bites and common complaints as needed. In case of a medical emergency, summon the medical team via advanced volunteer team members. Conditions you may encounter at the festival include unresponsiveness (unconscious), allergic reactions, serious injuries (severe bleeding or trauma), and drug/alcohol overdose.

g. DO NOT DO ANYTHING YOU ARE NOT TRAINED TO DO!

h. Remember patient confidentiality and that adults can refuse treatment.

**See Appendix D for full Medical Protocol and Procedure**

## **2.0 Common Courtesy Guidelines and Basic Admission Requirements**

Many of the guidelines are just common courtesy. Volunteers are encouraged to simply remind community members to abide by them.

- Be respectful and considerate of all festival patrons, other tourists, area residents and the local community.
- Keep off all private property. When in doubt, stay out.
- Do not litter (including cigarette butts).
- NO ALCOHOL or controlled substances are permitted on festival grounds – possession or consumption. Persons engaging in disorderly behavior, drinking, public intoxication, illegal drug use, stealing, or any other illegal behavior risk removal from the Hamburg Family Fun Fest and possible arrest by a law enforcement agency.

## **APPENDIX B**

### **Code of Conduct**

#### **General Introduction**

When you agree to volunteer at the Hamburg Family Fun Fest, you are representing H.E.R.O. at all times during the event. This organization has established a Code of Conduct for all volunteers in order to maintain consistent and standard rules of behavior for participants in our volunteer program. Our volunteer liability policy protects volunteers so long as they are not engaging in willful or negligent misconduct.

#### **Code of Conduct**

1. Fellow volunteers and patrons are to be treated with courtesy at all times. Communicate and listen with respect while assisting participants and treat them with dignity, expecting the same from participants. Vulgar, demeaning, and sexually suggestive language will not be tolerated from Hamburg Family Fun Fest volunteers. Fighting or physical altercations of any type are grounds for immediate dismissal.
2. Security and Medical Personnel are to be called for any situation that has the potential for becoming violent, is unsafe, or a medical risk. They are trained to handle confrontations in a safe, professional manner.
3. Volunteers are expected to report for work early enough to ensure a smooth transition from one shift to another; to be trained and appraised of existing situations by others who are preparing to go off duty. If you cannot meet your shift responsibility, contact the volunteer booth or your Coordinator ASAP, so that a replacement may be found. Teenage children may accompany adults on shifts if the coordinators deem this not to adversely affect the volunteer's job responsibilities.
4. Volunteers are not allowed to be under the influence of intoxicants or operating under any other altered state of consciousness. This would impair their ability to work in a safe, efficient and polite manner. Persons judged unfit for duty, will be either temporarily or permanently dismissed by their coordinator or Directors. Coordinators, supervisors and all other staff are also accountable in this regard.
5. No unauthorized alterations to Bennett Park property, buildings, or vegetation are permitted. Prior consultation and approval by the site supervisor and/or festival director is required before any alterations are made by volunteers or coordinators.
6. Operators of equipment must have proper training and authorization. All equipment is to be operated in a safe, responsible manner. Damage to and breakage of equipment must be reported to the coordinator immediately.

7. Volunteers, coordinators, supervisors, etc. should be aware at all times that they are representatives of H.E.R.O. to the general public and should conduct themselves in a manner so as not to bring reproach, recrimination, disrespect, degradation, disrepute, misinformation or dissolution to the Festival or Festival staff.

8. While we certainly understand that our volunteers are spending their free time and are not compensated, we must require strict adherence to our policy and procedures manual as outlined. Failure to do so could result in dismissal as a volunteer from the Hamburg Family Fun Fest. Notification of dismissal would be given after a discussion with the volunteer; the Volunteer Coordinator and the Festival Director(s).

9. Grievance Procedure: H.E.R.O. has a grievance procedure in place for volunteers and all participants. Procedures and forms are available at the information booth. A formal written grievance is required in order for the Board to take action if the parties or coordinators are unable to resolve problems on their own. Any decision made by the Board is final.



## **APPENDIX C**

### **Safety Protocols & Policy**

**Security Volunteers** are the peacekeepers and the eyes and ears for the festival. They monitor and observe during the weekend and provide information to remedy minor issues as they arise. When interventions have proven unsuccessful, the Hamburg Township Police are then called in. The Security Volunteers will keep the Security Supervisors apprised of field situations and he/she will act to provide appropriate response and resources. The Supervisor will, in turn, inform and consult the Festival Directors in situations that are a very high risk or will result in police response to the site. He/she will apprise them of the situation and response plan. This procedure is intended to provide the Security Volunteers with the means to consult with the festival supervisory team as needed, but not to hamper efficient response to emergent problems. The police are patrolling the area and are typically able to respond quickly to an emergent situation.

**Documentation.** All incidents that are high risk **MUST** be documented. In the event of a serious situation that requires significant attention and response, an incident report needs to be completed by the Security Supervisor, so that we can document and evaluate our response, as well as keep track of potential trouble areas and individuals. Incident reports are to be filed with the Festival Director. **See Appendix G.**

**Intervention Protocols for Advanced Volunteers.** We hope that you will handle as many questions and problems as you can. However, if you find yourself in a situation which requires additional help, you should seek that help. There are typically other Area Supervisors, and Security personnel available to assist and they have the ability to make contact via radio the Operations Manager. If you are presented with a question, which you cannot answer, refer to a Security Supervisor, or send the person/people to the information booth. Remember to use common sense and discretion when dealing with all situations. We realize you are taking on a lot of responsibility by volunteering. When in doubt, call for assistance.

- A. Should any situation arise in which you need assistance:
  - 1. Contact the Security Supervisor
  - 2. Remain at the site until assistance arrives and gather as much information as possible.
  - 3. While waiting, get names, address, phone numbers and other pertinent information, if parties are cooperative.
  - 4. Do not endanger yourself.
- B. Call for assistance should any of the following occur:
  - 1. Medical emergencies, abuse, lost children/parents, threatening or physically abusive behaviors to others, risk of bodily injury/harm to self and/or others, minors in possession, property destruction,

and/or fire hazards. These are examples of serious incidents and require an immediate call to a Security Supervisor.

2. Area Coordinators or Security personnel are to be notified if any person is found in violation of festival rules and guidelines, such as trespassers, theft, possession of alcohol, etc.

**Chain of Command.** Follow the chain of command has been put in place to ensure the professional and efficient operation of the Hamburg Family Fun Fest. We expect it to be followed at all times.

**Evacuation Plan.** In the unlikely event that an evacuation of the site is required, all advanced volunteers will be required to assist with an orderly exit procedure. Event Coordinators, Security, and Security Supervisors will implement a site evacuation only after the Festival Directors have notified them to do so, by directing participants to the designated exit area either by vehicle or by foot. Depending on the nature of the event, a partial evacuation may be implemented in a particular section of the festival site. The most common event is likely a fire that originated from a vehicle or ground fire. Another possible situation that may occur is a wind emergency where there is a tornado or wind sheer affecting the site. A terrorist event or a riot is also remotely possible. Each of these events will require a coordinated response.

## **APPENDIX D**

### **Medical Protocol – Medical Incidents**

**(All medical emergencies require an incident report.)**

#### **1. Unresponsive or unconscious individual**

- a. Summon the medical team and/or security personnel.
- b. DO NOT move the person.
- c. Look for a medical alert tag or bracelet.
- d. Ask bystanders if they know this person and/or they know anything about them, or what might have happened. Document any information acquired.
- e. If this person should awake before medical help arrives, encourage them to stay and accept assistance. If the individual decides to leave the scene prior to assistance, follow, observe and continue to seek assistance.
- f. Assist the medical staff as directed.
- g. Control the scene.

**2. Behavioral Crisis.** Call Security Supervisors for any mental health crisis. Alcohol and substance abuse can result in behaviors that mimic mental illness. Bizarre behaviors that are potentially injurious to self or others require intervention. Suggested Response:

- a. Remain calm; your calmness will call them down. Assure that they are safe and help is available.
- b. Contact the Security Supervisor immediately.
- c. Encourage the person in crisis to sit down and breathe very slowly until they calm down, if he/she is too upset to talk.
- d. Report / document the incident if the person chooses not to seek help.
- e. Listen to the person in crisis; never minimize events/feelings or tell them that they probably imagined the problem.

- f. Encourage the person to leave any dangerous or violent situation.
- g. Touching of a person in crisis can be traumatic. Avoid touching.
- h. A female victim may not be comfortable receiving help from a male volunteer, or vice-versa.

**3. PATIENT CONFIDENTIALITY.** Medical information is confidential and is also considered legally privileged. DO NOT pass along information to people that do not have a legitimate need to know. An adult is allowed to refuse treatment from the Hamburg Family Fun Fest personnel. If anyone refuses treatment, that is their choice. Document their refusal. Volunteers must attempt to contact parents in situations involving minors under 18.



## **APPENDIX E**

### **Conflict Avoidance & Intervention Techniques**

#### **1. Techniques for Assisting in Managing Conflict**

- a. Call for back-up.
- b. Always assume a person will be cooperative.
- c. Be calm, respectful, polite and speak in a relaxed voice.
- d. Remember, if you are aggressive, the other person may become defensive.
- e. NEVER FORCE OR THREATEN.
- f. Physical intervention is not an option.
- g. Stay with one issue at a time.
- h. Work out problems as they occur instead of saving them for a giant explosion of temper later.
- i. Remember that you and the other person have the right to think and/or feel. That doesn't mean you have to act upon it.
- j. Try to find a solution that is acceptable to both parties.
- k. Give yourself and the other person a chance to "blow off" steam before you try to solve the issue.
- l. Treat each other with respect and honesty.
- m. Don't get into a win-or-lose situation.
- n. Remain at a safe distance.

#### **2. De-escalating Behaviors of Potentially Violent Persons**

- a. Verbal communication/persuasion (only 10-15% of any message is communicated verbally). Body language and stance are important.

- b. Appeal to reason. Thinking, rational approaches such as problem solving, or re-framing the problem or conflict.
- c. Appeal to consequences. Pointing out the end results of intended behavior, attempt to structure in positive perspective, i.e. how not doing something or stopping a behavior will benefit them and demonstrate their cooperativeness, etc.

**3. General Tips on Verbal Intervention**

- a. Listen, do not interrupt, and do not make threats.
- b. Remain calm, avoid over-reactions.
- c. Remove any onlookers from the situation as soon as possible.
- d. Be prepared to enforce rules and impose limits.

## **APPENDIX F**

### **Radio and Vehicle Protocols Training**

**Event Coordinators, Security Volunteers, and Security Supervisors, will be equipped with VHS radios. All volunteers are encouraged to carry personal cell phones in the event that an emergency arises. Cell phone numbers of the Festival Directors will be provided for use in emergency situations.**

#### **1. Radio Usage in EMERGENCY SITUATIONS**

- a. **IN THE CASE OF AN EMERGENCY** – declare over the radio while pushing and holding the talk button “EMERGENCY, EMERGENCY” then release the button and wait 10 seconds for a response. Repeat if necessary. All radio traffic is to cease when an emergency is declared. The only responders to a call for emergency will be head of security, police, fire, or festival director(s). All other personnel refrain from a response.
- b. After declaring an emergency, the appropriate personnel will respond requesting you to declare your emergency.
- c. The volunteer declaring the emergency will give the nature of the emergency followed by what ZONE, EVENT, and/or GENERAL LOCATION of the emergency.
- d. The Responder (police, fire, security, or festival director(s)) will give general instructions on how to proceed. Do exactly as instructed and trained.
- e. Remain at the scene, if possible. While waiting, get names and any pertinent information, if practical and parties are cooperative.
- f. Do not put yourself in harm’s way. DO NOTHING YOU ARE NOT TRAINED TO DO.

#### **2. General Radio Use**

- a. Think about what you want to say before you talk.
- b. Speak clearly and concisely.
- c. Can others hear you?

- d. Use the radio for Hamburg Family Fun Fest related business only.
- e. Push the button and hold while speaking.
- f. Release the button to listen.
- g. Always remember that others are monitoring these radios.  
Maintain discretion and use proper language.
- h. Say the name of whomever you wish to speak to, and your name.

## **2. Vehicle Usage**

Your responsibilities may also require the use of a motorized cart prior to or during the course of the event. These vehicles, as well as the radios, are an integral part of an effective response. They can also present potential dangers to self and others. All persons issued a cart will be instructed in safe operation, and specified usage. All golf carts are on loan and are expected to be properly and appropriately used. Report all cart malfunctions and problems to the information center (concession building north of the playground).

- a. Carts are to be used only for Festival business and are the responsibility of the assigned Event Coordinator.
- b. Only trained and authorized volunteers are permitted to operate site vehicles.
- c. Carts are returned to the storage area at the end of the day and checked out the following day unless otherwise approved by the Festival Supervisory Team.
- d. Carts should not be left unattended; always remove key from the cart when not in use.
- e. Re-charging of electric carts is to be done by trained persons only
- f. Always use caution when driving carts, drive slowly and remember there are children and inattentive adults out there.
- g. Avoid uneven ground and mud holes.
- h. Drive at speeds that are acceptable; high speeds result in accidents.

- i. Should someone with mobility issues require transportation, call the Event Coordinator for further instructions. An on-site shuttle system is being planned.
- j. Do not overload the cart. It is only designed for reasonable loads. Overloading a cart is dangerous and will cause injury to self and others.
- k. Always use headlights or flashlights during night-time hours.

## **APPENDIX G**

### **Incident Report / Grievance Procedure**

#### **1. Incident Report**

An incident report form is attached to the training manual or readily available from the Command Center/Information Booth. All serious situations and those that require significant intervention of coordinators and advanced staff should be documented.

DO NOT make statements regarding the cause of the incident. Give no opinions or conjectures to anyone. DO NOT ADMIT LIABILITY. Use only the acceptable statement: "The incident is under investigation. We are doing everything we can at this time. We will let you know when more information becomes available."

**Witnesses:** Secure names, addresses and phone numbers (home, work, mobile) of witnesses as soon as possible after the incident.

**Photos:** Take photographs of the scene, if applicable, as soon as possible.

#### **FOLLOW THE ESTABLISHED PROCEDURES FOR HANDLING AN EMERGENCY.**

- Only the designated, qualified, H.E.R.O. DIRECTOR will make ALL private, public, and media statements. Alert all volunteers involved that only the designated person shall respond to all inquiries for information.

#### **2. Grievance Procedures**

Persons who have an issue about the Festival rules or behavior of volunteers can file a grievance form, which is available at the Command Center.



## **APPENDIX H**

### **Alcohol Enforcement Plan**

The goal of the alcohol enforcement plan is to provide a Festival with a safe and family-friendly atmosphere. It is the intent of the plan to restrict alcohol in all areas of the park facility during the 4-day event.

#### **1. Alcohol Possession at the Festival**

Persons found to be in possession of alcoholic beverages will be asked to dispose of it on the spot or escorted to their vehicle by Security Volunteers to secure the alcohol off the grounds where the activities are taking place. Minor in Possession offenses will be handled by the Hamburg Township Police Department. Other volunteers are encouraged to monitor and observe for adherence as well as appropriate and responsible behavior. Behavior that is so egregious as to create problems and safety risks will be responded to by the Hamburg Township Police Department.

#### **2. Public Drunkenness**

Public drunkenness and disorderly conduct will result in expulsion from the Festival as determined by the Security Supervisors, Hamburg Township Police Department or Festival Directors.

## **APPENDIX I**

### **Public Demonstrations Policy**

#### **Policy: USE OF HAMBURG FAMILY FUN FEST OUTDOOR PREMISES; PUBLIC DEMONSTRATIONS**

**Adopted: May 31, 2012**

Manly Bennett Park – East & West, is deemed to be under the direction and management of H.E.R.O. during the time period in which the Hamburg Family Fun Fest is held through the approved park use permit issued by Hamburg Township. H.E.R.O. through the authority granted by Hamburg Township Board of Trustees and by way of adoption of this policy, regulates the use of the premises.

#### **General Information and Background**

The H.E.R.O. Board of Directors have used the following guidelines, based upon constitutional principles, in developing and approving this Policy. These guidelines are taken from state and local statutes, constitutional standards under the First and Fourteenth Amendments, due process and equal treatment under the law.

#### **Public Demonstrations**

Individuals/groups may demonstrate, picket, hand out informational literature, or seek signatures for petitions outside the Fun Fest grounds provided they are quiet, orderly and do not block entrances, walking paths, parking places, or otherwise interfere with free access to or use or operation of the festival premises; and provided they do not disturb or harass those entering or leaving the festival, or insistently attempt to engage them in conversation.

The presence of demonstrator(s) does not constitute an endorsement by H.E.R.O. of the opinions or points of view expressed or espoused by the demonstrator(s).

Any person or group who violate these rules and regulations will be asked by a H.E.R.O. representative to leave the premises. H.E.R.O. representative(s) may seek assistance from the appropriate agencies.



## **APPENDIX J**

### **Political Campaigning Policy**

**Adopted: February 27, 2006**

As part of its overall purpose of providing family oriented activities for the community at large, the Hamburg Enhanced Recreation Organization (H.E.R.O.) is a non-profit organization committed to a policy of complete neutrality as to any political candidates, events or campaigns. (Reference: IRS 501(c)(3) Rules of Operation – “A 501(c)(3) operation must absolutely refrain from participating in the political campaigns of candidates for local, state or federal office.”)

During the course of presenting community oriented events financed through community donations and made possible by volunteer efforts of the local citizens, it is anticipated H.E.R.O. will be requested by various political groups or their representatives to utilize these events for political purposes. In order to maintain the political neutrality of all of the activities of H.E.R.O. and fulfill IRS requirements the following policies are hereby adopted regarding political campaigns, events or activities:

1. No political group or candidate may use an event sponsored by H.E.R.O. or a facility owned, operated, or controlled by H.E.R.O. for political or campaign purposes for any political ideology or goal. Political candidates, groups, or their representatives may not utilize such facilities to distribute any campaign information regarding any particular candidate, political issue or political agenda. H.E.R.O. will not condone, approve or allow any such political solicitations.
2. Political posters, signs and advertisements will not be allowed by H.E.R.O. during any of its activities or on any properties owned, operated or utilized by H.E.R.O. in any of its activities.
3. H.E.R.O. will not endorse any political party, event, or activity of any kind or nature and will do all that it can to discourage any person or group from associating with H.E.R.O. in such a way as to suggest H.E.R.O. supports any of such activities.
4. H.E.R.O. reserves the right to remove any groups, persons or their representatives from any of its events or the premises upon which the events are conducted for failure to comply with these policies.

# HAMBURG FAMILY FUN FEST

Manly Bennett Park  
Hamburg, Michigan



## GRIEVANCE FORM

*This form is to be used by persons having issue with the Hamburg Family Fun Fest rules or behavior of a volunteer(s).*

Name of Grievant: \_\_\_\_\_

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

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

Grievance Filed Against: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

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

Proposed Resolution: \_\_\_\_\_

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

Signature of Grievant: \_\_\_\_\_

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

Office Use Only:

Date Report Received: \_\_\_\_\_ By: \_\_\_\_\_





## INCIDENT REPORT FORM

*It is important that details of any known incidents or injuries that occur on site to volunteer staff or public taking part in the festivities at the Bennett Park facility during the Family Festival are recorded.*

*Please complete this form including as much detail as possible and return it to the Festival Director without delay.*

Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

Name(s) of Alleged Violator(s) or Injured:

Name:			
Address:			
Phone:			

Witness(es):

Name:			
Address:			
Phone:			

Exact Location of Incident: \_\_\_\_\_

Person Submitting Report: \_\_\_\_\_

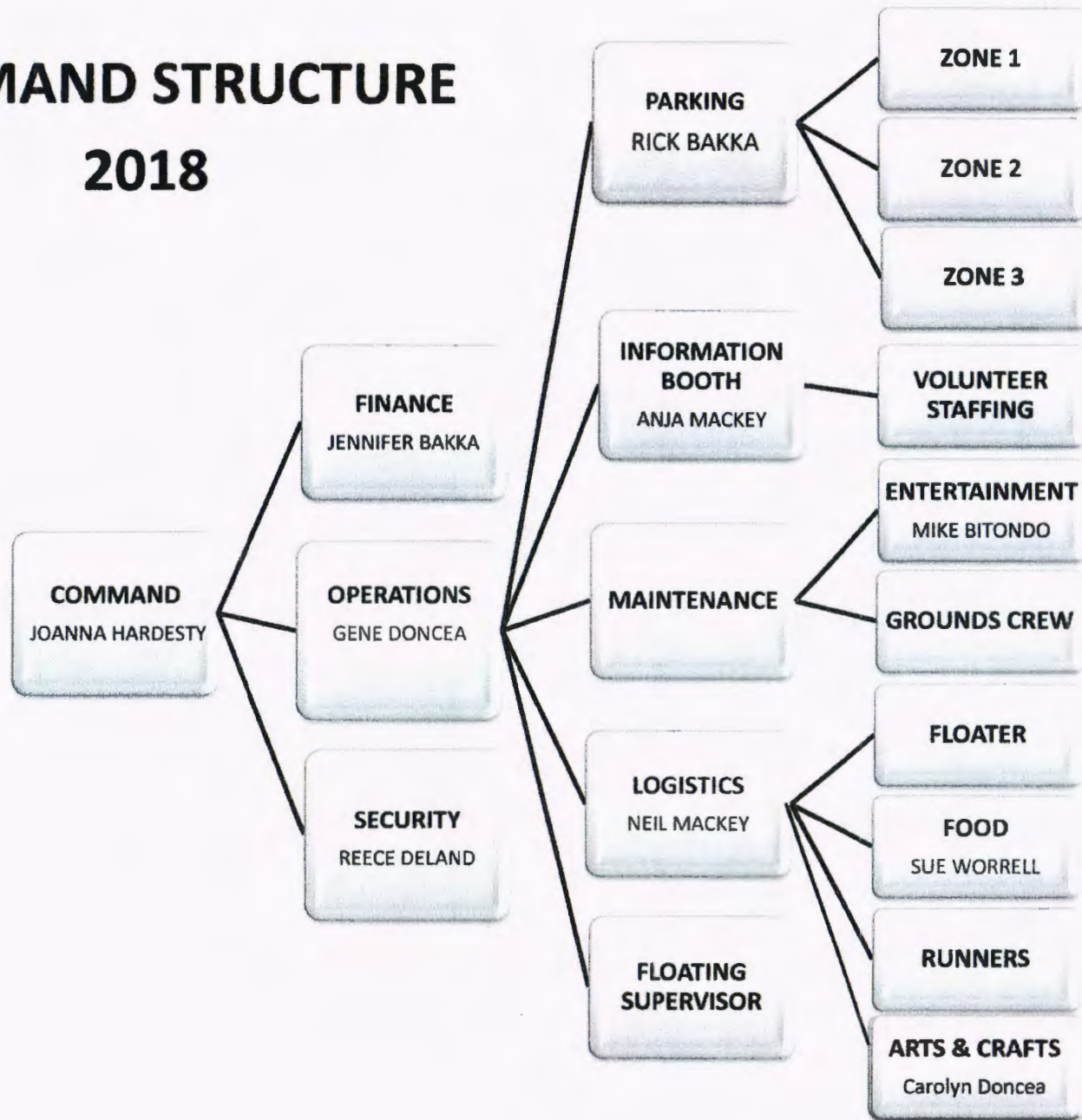
Title / Position: \_\_\_\_\_

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Date Report Received: \_\_\_\_\_

# COMMAND STRUCTURE 2018





# Saturday, June 16, 2018 CLASSIC & CUSTOM CAR SHOW



Come and show your fine 'CLASSIC OR CUSTOM' vehicle at the 13<sup>th</sup> Annual Hamburg Family Fun Fest in Hamburg Township, Livingston County, MI.

Admission to the show area is FREE to the public. Participants enjoy live entertainment, trophies and a full day of fun at the festival.

Pre-registration is \$15.00 per vehicle and includes a t-shirt and dash plaque. Registration fee the day of the show is \$20.00.

To be guaranteed a spot in the show, t-shirt and dash plaque, a completed registration form and payment must be received by June 5, 2018.

Check-in: Begins at 10 am  
Judging: 2 – 3 pm  
Trophy Presentation: 3:30 pm

## REGISTER ON-LINE

[hamburgfunfest.com/classic-car-show](http://hamburgfunfest.com/classic-car-show)

-OR-

Mail registration form with check payable to:

H.E.R.O.  
P.O. Box 548  
Hamburg, MI 48139

Questions? E-mail  
[director@hamburgfunfest.com](mailto:director@hamburgfunfest.com) or  
call (810) 626-3035



Sponsored By:



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

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

City, State, Zip: \_\_\_\_\_

Telephone: Day ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

## Vehicle Information:

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

## T-Shirt Size (Adult):

S \_\_\_\_\_ M \_\_\_\_\_ L \_\_\_\_\_ XL \_\_\_\_\_ X

XL \_\_\_\_\_ XXXL \_\_\_\_\_

**HOLD HARMLESS AGREEMENT:** In consideration of the Hamburg Enhanced Recreation Organization (H.E.R.O.) permitting participation in the 2018 Hamburg Family Fun Fest Classic Car Show, the applicant hereby agrees to assume all loss, damage, risk and liability associated with participation. It is recognized and acknowledged that this includes, but is not limited to, personal injury and property damage incurred for any reason whatsoever. Applicant further agrees to release, hold harmless and indemnify the Township of Hamburg, their elected officials, officers, agents, and employees, H.E.R.O., any event sponsors, their elected officials, officers, agents and employees from any and all liability or responsibility whatsoever for injury (including death) to persons, and for any damage to any Township property, or the property of others, arising out of, or resulting from, participation in the Hamburg Fun Fest. Applicant further acknowledges and agrees it is solely responsible for installation and removal of equipment associated with participation in the Fun Fest Classic Car Show.

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_



# ARTS & CRAFTS / BUSINESS EXPO

Sponsored By:



## Registration Fees:

Arts & Crafts \$75.00/space

Business \$125.00/space

Arts & Crafts are hand-made items. Any commercially manufactured or mass-produced items are Considered Business.

Each entry fee covers one 10'x10' outdoor space only.

**No electricity is provided.**

Applicant is responsible for any tables, chairs, overhead protection, or display items. No overnight security.

Admission to the show area is **FREE** to the public.

Set-Up: Thurs 6/14 8am-12pm  
Set-up must be completed prior to opening the show.

H.E.R.O. reserves the right to decline or prohibit any exhibit, or proposed Exhibitor and reserves the right to relocate the assigned Exhibitor if, in the opinion of the Coordinator, the relocation is in the best interest of improving the show.

## Show Times:

Thurs	6/14	12 – 7 pm
Fri	6/15	1 – 8 pm
Sat	6/16	12 – 8 pm

A completed registration form and payment must be received by June 5, 2018.

**REGISTER ON-LINE**

[hamburgfunfest.com/arts-and-crafts-business-expo/](http://hamburgfunfest.com/arts-and-crafts-business-expo/)

-or-

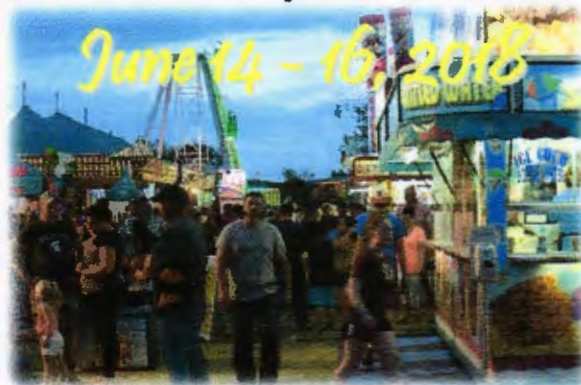
Mail registration form with check payable to:

H.E.R.O.  
P.O. Box 548  
Hamburg, MI 48139

Questions? E-mail

[h.e.r.o.rec@aol.com](mailto:h.e.r.o.rec@aol.com)

or call (810) 626-3035



Where Summer Begins!

## Registration Form

### Applicant Information (Please print clearly)

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

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

City, State, Zip: \_\_\_\_\_

Telephone: Day ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

### Product Description (photo required):

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

### Vehicle Description (including trailer, if used):

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

State Issued Handicapped Permit? \_\_\_\_\_

**HOLD HARMLESS AGREEMENT:** In consideration of the Hamburg Enhanced Recreation Organization (H.E.R.O.) permitting participation in the 2018 Hamburg Family Fun Fest Arts & Crafts/Business Expo, the applicant hereby agrees to assume all loss, damage, risk and liability associated with participation. It is recognized and acknowledged that this includes, but is not limited to, personal injury and property damage incurred for any reason whatsoever. Applicant further agrees to release, hold harmless and indemnify the Township of Hamburg, their elected officials, officers, agents, and employees, H.E.R.O., any event sponsors, their elected officials, officers, agents and employees from any and all liability or responsibility whatsoever for injury (including death) to persons, and for any damage to any Township property, or the property of others, arising out of, or resulting from, participation in the Hamburg Fun Fest. Applicant further acknowledges and agrees it is solely responsible for installation and removal of equipment associated with participation in the Fun Fest Arts & Crafts/Business Expo. The photos I am submitting are representative of the work I plan to bring to the Festival. If they are not I may be asked to leave with no refund issued. I hereby grant H.E.R.O., and/or its representatives the right to take photographs of me and my property in connection with the Hamburg Family Fun Fest. I authorize H.E.R.O., to use and publish the same in print and/or electronically.

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