



## Orion Center Facility Use Application Form

Contact Person: \_\_\_\_\_ Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email Address: \_\_\_\_\_

Event Purpose: \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

Type of Use:  Private Party     Reunion     Banquet     Fundraiser     Graduation Open House  
 Meeting     Seminar     Wedding Reception     Other: \_\_\_\_\_  
 Alcohol     Shower     Memorial Luncheon     Business Seminar/Traing

Date(s) Requested: \_\_\_\_\_

Time(s) Requested: \_\_\_\_\_

*Please be sure to include set-up and clean-up in your rental request.*

Facility Requested:  Dining Room A     Dining Room B     Dining Room C     Kitchen  
 Game Room     Orion Room     Multi-Purpose Room  
 Grand Rental (includes all 3 dining rooms & kitchen)

Equipment Requested:  Coffee Urn     PA System     Coat Rack     High Chair/Booster Seat     TV  
 Podium     Flags     Dry Erase Board     Overhead Projector (Room C)  
 Easel     Cassette/CD Player     Screen (pull down)     Microphone/Lavalier  
 Extension Cord/Power Strip     Arch

**AGREEMENT: The Undersigned Hereby Agrees to the Following:**

- Payment of all applicable rental fees as outlined in the rental policy guidelines, including but not limited, to \$100.00 damage/security deposit and \$15 application fee. If alcohol request is permitted an additional \$200 security deposit will be required.
- No smoking, alcoholic beverages or illegal substances are permitted on Township property. Must follow Alcohol Policy if requested, in the Orion Center only.
- Applicant is responsible for the conduct of participants and spectators. Profane language, boisterous behavior, or other objectionable demeanor is not permitted.
- The applicant must abide by the policies of the Charter Township of Orion and the laws of the State of Michigan. Federal Law, Fire and Safety Codes will be enforced. **Complete Policy Received \_\_\_\_\_ (initial)**

The undersigned hereby applies to the Charter Township of Orion for the use of above facilities and certifies the information is correct and furthermore agrees to abide by all ordinances, policies, and rules and regulations which may apply. The applicant shall indemnify and hold harmless the Charter Township of Orion, its elected and appointed officials, its employees and agents from and against any and all claims, demands, suits, actions, payments and judgments as a result of injury or death of any person or property damage to any property sustained by applicant or any other persons which arise from or in any manner grow out of any act or omission on or about said facility by applicant, its agents, guests or employees in the execution of this rental agreement including any and all expenses, legal or otherwise incurred by the Charter Township of Orion or its representatives in the defense of any site or claim. Such indemnity shall not include claims arising as a result of the sole negligence of the Charter Township of Orion, its elected and appointed officials, its employees and agents. *Photographs may be taken at certain Recreation Department activities and unless the department receives signed, written objections, photos may be reproduced for publication.*

**DO NOT ATTEMPT TO USE FACILITIES WITHOUT TOWNSHIP APPROVAL/PERMIT**

Applicant's Signature: \_\_\_\_\_

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

**Applicant/Organization Name:** \_\_\_\_\_

**Other Information:**

- Is your event open to the public?  Yes  No
- Will you be serving food and/or beverages?  Yes  No
- Will you be serving alcohol? (Orion Center ONLY)  Yes  No
- Will there be children attending the event?  Yes  No
- Will there be live or amplified music?  Yes  No
- Are you charging for admission on-site or off-site?  Yes  No
- Will you be selling concessions during the event?  Yes  No
- Are you hiring a party vendor? (*caterer, DJ, entertainer, inflatable, etc.*)  Yes  No
- Will fundraising or product sales take place on-site?  Yes  No

**Liability Insurance Requirements**

A. All commercial, non-profits and charitable groups, which include but are not limited to; moon walks, dunk tanks, tethered hot air balloon rides, tent rentals, etc., must provide evidence certifying insurance coverage in the amount of \$1,000,000.00 combined single limit liability insurance policy naming “The Charter Township of Orion and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers” as Additional Insured to said policy. The minimum coverage is a \$1,000,000.00 policy as directed by the Township’s attorney.

**A copy of your policy must accompany your completed rental agreement.**

*Department Staff Use Only*

Employee Completing Application: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Rental Check List:** Permit # \_\_\_\_\_

- Copy of Insurance
- Completed Application
- Facility Set-up Form(s)
- Special Requests \_\_\_\_\_

Form of Payment:  Cash  Check # \_\_\_\_\_  Money Order

**Assessed Fees:**

- Application Fee \$ \_\_\_\_\_
- \$100 Damage/Security Deposit \$ \_\_\_\_\_
- \$200 Alcohol Security Deposit \$ \_\_\_\_\_
- Rental Fee \$ \_\_\_\_\_
- \$ \_\_\_\_\_
- \$ \_\_\_\_\_
- \$ \_\_\_\_\_
- TOTAL DUE** \$ \_\_\_\_\_

**Damage/Security Deposit:**

- Refund Request Date: \_\_\_\_\_
- Assessment of Damages: \_\_\_\_\_
- Total Refund: \_\_\_\_\_
- Check Number: \_\_\_\_\_
- Date Mailed: \_\_\_\_\_



# Charter Township of Orion

## Community Programs Department

2525 Joslyn Rd., Lake Orion MI 48360 \* P: (248) 391-0304, ext. 306 \* F: (248) 391-0332

Website: [www.oriontownship.org](http://www.oriontownship.org) Email: [parksrec@oriontownship.org](mailto:parksrec@oriontownship.org)

## Orion Center Facility Use Policy

### Section 1 – Introduction

- A. The Community Programs Department of the Charter Township of Orion has established the following policies and procedures to ensure the safe and efficient use and the equitable availability of facilities managed by the Community Programs.
- B. The intent of this policy is to insure that our facilities are maintained for, used by, and kept available for use by Orion Township residents and members of the public at large, without undue restriction or discrimination of any person, entity or organization seeking access too, and use of, facilities offered by the Township. Non-resident fees will be assessed to those not residing within the Township.
- C. The Township reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the individual facilities of the Township and the users and patrons/members of the Orion Center.
- D. The Charter Township of Orion intends to adopt a schedule of fees for reasonable use of the Orion Center. Orion Township reserves the right to refuse any individual or organized group. Applicants must be 18 years of age or older.
- E. The dedicated use of any facility or area shall be considered the priority use for that facility or area unless written permission for an alternate use has been obtained from the Community Programs Department.
- F. ADA Compliance; ADA, American Disabilities Act prohibits municipal agencies from supporting organizations that discriminate on the basis of disability.

### Section 2 - Categories of Users

The Orion Center and facilities are public property and should be used by the public as near to a first come first serve basis as is reasonably possible. To protect the facilities from unregulated use that could potentially cause harm to the facilities, four categories of users are hereby defined to promote orderly and timely accessibility, reservation and scheduling of use. The Township acknowledges its right to establish a reasonable method and ranking for the reservation and scheduling of facility use based upon, but not limited to, the following: the programming of the Township, the number of participants, the residency of participants, and the overall impact of the group or organization upon the established recreational/leisure/cultural needs of the Charter Township of Orion.

A resident is hereby defined as a person(s) who resides in the corporate boundaries of the Charter Township of Orion, which encompasses zip codes 48359, 48360 and 48362. The following categories shall be applied in the event of conflicting applications for reserved facility use:

#### A. Category 1 - The Township

The "Township" shall include all of the following:

- 1. Activities of the Charter Township of Orion Community Programs Department.
- 2. Activities of the Charter Township of Orion.

#### B. Category 2 – Resident based programming

A resident is hereby defined as a person(s) who resides in the corporate boundaries of the Charter Township of Orion, which encompasses zip codes 48359, 48360 and 48362.

### C. Category 3 – Non-Residents

Individuals, organizations, groups and other entities, regardless of the tax/profit status of the entity who resides outside the 48359, 48360, 48362 zip codes. This category shall also include programming by any person or entity where the nature of the program is a camp, training session, special event, showcase, or similar program or event.

### D. Category 4 – Non-profit / Civic Groups - Resident

Community programming related nonprofit community and civic groups, also businesses and organizations involved in specific partnership programs with the Orion Community Programs Department may qualify for reduced facility usage fees. Monday through Friday 50% discount off weekday rates.

## Section 3 - Facilities Reservations

A facility shall be considered "reserved" upon payment in full of the determined fees and the issuance of a Township Facilities Permit to be provided by the Community Programs Department where applicable, permit shall include ALL of the following:

- The name, address, and phone number of the individual completing the application for the permit. This information will determine residency and fees will be based accordingly.
  - The specific facility and/or area being reserved.
  - The date, time, and duration of the permit. Time reserved must include any necessary set up or clean up time.
  - The specific fees charged and specific damage/security deposit.
  - Any conditions assigned to the permit over and above the requirements of Township Ordinance or this Policy.
  - The signature of the Orion Township Community Programs Department. The signature of the applicant for the permit agreeing to the conditions, restrictions, and waivers required and acknowledging that any such conditions, restrictions, and waivers have been met or will be met in connection with the event for which the permit has been issued.
- A. Full payment of fees is due at the time of reservation; including a non-refundable \$15 application fee, refundable \$100 damage/security deposit if required and all other applied charges. \$30 snow removal fee will be assessed if necessary and deducted from refundable damage/security deposit. An additional \$200 damage/security deposit will be assessed for an alcohol permit.
- B. Cancellation and schedule changes by the applicant/permit holder:
1. All cancellations and schedule changes are subject to a \$10 fee and forfeiture of non-refundable \$15 application fee. Requests must be made in writing at least one month prior to the rental date to avoid further penalties.
  2. For any cancellations less than fourteen (14) days prior to the event or activity, the entire fee is forfeited, however, the entire damage/security deposit will be refunded.
- C. In the event of cancellation by the Community Programs Department due to weather conditions, which make the activity impossible, or by any loss of utilities, civil unrest and/or other uncontrollable

circumstances of the applicant/permit holder, 1) a refund request must be submitted in writing to the Community Programs Department; or 2) the activity may be rescheduled at the earliest available date.

#### D. Availability

1. Facilities will be available during business hours for rent during times when township sponsored programs, activities and events are not in session with the exception of Township holiday closures.
2. Facilities are not available for commercial gain of any kind.
3. Facilities can not be rented for any programs similar to or which replicate Township offered programs.
4. Facilities are available under a “private party” use agreement. The applicant/sponsor of the activity or rental is responsible for their groups’ actions including any damages or losses to the Orion Center.

#### E. Reservations

1. Reservations should be made at least two weeks in advance and will be handled on a first come first serve basis.
2. Use of rental facilities shall be for public gatherings of a civic, cultural, educational, social or fundraising nature, not commercial or profit making.
3. Use of rental facilities by an Orion Township based non-profit group may qualify for a reduced rate on Monday through Friday.
4. Reservations must include set-up time and clean-up time within the time frame of the rental. Rentals that run over in time will be charged a full hour rent after a 15 minute grace period. This price will be doubled for an hour beyond that time. After an hour the renter will be asked to leave. Charges will be subtracted from the rental deposit amount, unless the charge is more than the deposit.
5. At no time will any rental function occur past 12:00 am (midnight). The Orion Center is not available on Township holidays.
6. All application information must be complete and be accompanied by the deposit and all applicable fees at the time of reservation.
7. Rental availability can be obtained by contacting (248) 391-0304 x306 or by scheduling an appointment with the Office Coordinator.
8. All deposit fees will be returned in the form of a check mailed to the address provided on the application form within 30 days of the rental date if all facilities are left in satisfactory condition.
9. Reservations for the next calendar year will be accepted beginning November 1<sup>st</sup> of the current year.
10. A permit will be generated upon the receipt of all required paperwork and payment confirming the reservation request.
11. Organizations requesting a rental are required to provide proof of liability naming the Charter Township of Orion as an additional insured.

12. All rental needs shall be detailed in the application and approved in advance.

#### **Section 4 – Preparations**

- A. All rental needs shall be detailed in the application and approved in advance.
- B. Events may be catered using one of the approved caterers. Caterers will only be allowed use of the facilities during the approved rental time period.
- C. Potluck (bring own food) is allowed and includes limited use of the kitchen. See Kitchen/Catering Policy.
- D. Security may be required at the discretion of the Township. All costs are the responsibility of the renter.
- E. The Orion Center reserves the right to inspect and control all events, private parties, meetings and receptions held on its premise.

#### **Section 5 - General Usage by Guests and Rentals**

- A. The Orion Center reserves the right to accept or reject any rental agreement application for any reason and in its sole discretion. If an event must be cancelled due to circumstances beyond the control of the Orion Center, including but not limited to weather, loss of utilities, civil unrest and other uncontrollable circumstances, the contracted event will be rescheduled at the earliest convenience for all parties under all other conditions of this agreement. If an agreed date cannot be reached the Orion Center will refund 100 % of all monies received within a timely manner.
- B. Guests and rentals must follow the established Orion Center rules. Violations of such rules or misrepresentation of use may be cause for immediate cancellation of the rental without refund.
- C. Accidents occurring on the property must be reported to the building staff person on duty.
- D. Selling merchandise, food or other items is prohibited.
- E. Furniture, equipment, artwork and similar building fixtures may not be moved from room to room or removed from the building without permission.
- F. Pianos and organs are not for general use. Please obtain prior permission for the use of these items.
- G. The Orion Center staff are not permitted to accept gratuities.

#### **Section 6 - Sales Township Property**

The Charter Township of Orion reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on Township property; including but not limited to: souvenirs, programs, parking permits, etc. The sale of such items is expressly prohibited without the approval of the Township Board. The selling of food concessions must be approved by the Township Board and follow all Oakland County Health Department requirements. The right to grant a franchise to a third party for the sale of all goods specified is held exclusively by the Charter Township of Orion and no payment fee, percentage, or other remuneration shall accrue to the applicant/permit holder as a result of such a franchise without the approval of the Township Board. Failure to acquire authorization could result in forfeiture of damage deposit.

## Section 7 - Waivers, Etc.

By recommendation of the Community Programs Department, the Charter Township of Orion reserves the right to waive policies in whole or in part; to waive restrictions and conditions; to impose restrictions and conditions; to require special security; to waive fees in whole or in part; to impose additional insurance requirements; to require municipal inspections and approvals; and to take such steps as may be necessary to ensure the health, safety, and welfare of the residents of Orion Township and the users of the facilities.

## Section 8 - Fees and Charges

- A. Non-profit organizations and related civic groups to the Orion Township Community Programs Department may be eligible to receive reduced facility use fees. The reduced fees apply only on rentals Monday-Friday, excluding holidays.
- B. Fees and deposits will be charged according to the current published rates available at the front desk or online at [www.oriontownship.org](http://www.oriontownship.org).
- C. A non-refundable \$15 application fee is required for all facility and field use requests. Application fee is per request, not per facility, and the request can be for multiple dates within the same calendar year.
- D. Rentals will be subject to the following cancellation/date change schedule:
  - 100% of hourly rental fees paid less cancellation fee with a one month notice.
  - 50% of hourly rental fees paid less cancellation fee with 2-4 week notice.
  - No refund with less than 2 week notice.
  - Refunds will also include deposits paid minus any damages or fees assessed due to negligence or damage and replacement.
  - Rental date changes - \$50 fee for all date changes after the deposit has been paid, no rental date will be changed within 14 days of rental date.
- E. The Orion Center reserves the right to accept or reject any rental agreement application for any reason and in its sole discretion. If an event must be cancelled due to circumstances beyond the control of the Orion Center, including but not limited to weather, loss of utilities, civil unrest and other uncontrollable circumstances, the contracted event will be rescheduled at the earliest convenience for all parties under all other conditions of this agreement. If an agreed date cannot be reached the Orion Center will refund 100% of all monies received within a timely manner.
- F. Additional fees may apply if it is deemed necessary for snow removal, additional trash, security, cleaning and/or sanitation services, see attached "Schedule of Fees". Rentals that go beyond the scheduled end of time by over 15 minutes will be charged for an additional hour of use.
- G. A refundable \$100 security/damage deposit is required for use all property belonging to the Charter Township of Orion. See "Schedule of Fees" for rates. Any damages occurring during or as a direct result of a reservation will be assessed, applied accordingly and deducted from the damage/security deposit. The applicant acknowledges that it will receive an invoice from the Charter Township of Orion for any costs, expenses or damages that have not been reimbursed.
- H. Organizations that have been documented using the Charter Township of Orion facilities which are officially closed by the Community Programs Department will automatically result in the loss of the damage/security deposit. Organizations causing damages exceeding the security/damage deposit will be held liable and billed accordingly. Additional offenses will result in the loss of field use and the revoking of permits.

## Section 9 - Alcohol/Tobacco in the Township Facilities

The sale, use, and possession of any controlled or illegal substance is expressly prohibited in all parks and facilities in the Charter Township of Orion. Smoking is prohibited at any building, athletic field, play structure, park or Orion Township facility. The sale, use and possession of alcohol on all Township properties is controlled by permit as set forth in Orion Township Ordinance 132 (as amended 2015). Pursuant to said Ordinance 132, the Community Programs Department or Orion Township has a separate permit application for the sale, use and possession of alcohol which must be submitted and approved prior to the event. All applicants for alcohol sale, use and possession must be 21 years of age or older, must obtain all necessary State permits and otherwise comply with all State and local laws and/or Ordinances. The granting of an alcohol permit for the Orion Center and Wildwood of Orion Township shall be issued by the Orion Township Community Programs Department. Any other alcohol permit for Township property must be by separate approval of the Orion Township Board of Trustees.

## Section 10 – Tents, Canopies and Signage

Tents, canopies and signage are permitted in the parks under the following rules and regulations:

- Approval of the Community Programs Department, with advance notice of a minimum of 10 business days.
- All tents/canopies shall be made of flame retardant material.
- Smoking is not permitted in tents/canopies.
- Required to be a minimum of 20 feet from buildings and 30 feet from parking areas.

## Section 11 Damages

Any damages to the building and/or grounds will be charged to the responsible Rental Representative signing the rental agreement. The Rental Representative is responsible for checking the room for damages and clean-up in the company of staff, before signing the Rental Verification form at the conclusion of the rental. Damages that require repairs will be billed to the renter using the following method:

Township cost for repairs plus materials used or damaged.

The Orion Center Staff reserves the right to act in the best interest of the Orion Center on items not specifically in the rules.

## Section 12 – Rules

### A. Facility Use Rules

1. This reservation is for the designated reserved area of the facility only which has been reserved on your permit. Room capacities must be adhered to. Rental groups should not overflow into the hallways and disturb other guests. Exits, corridors, and hallways must be free of obstructions at all times.
2. The Township shall have the absolute right and discretion to cancel this agreement and any permission granted to the organization to use Township facilities in the event the organization fails to fully satisfy the rules set forth in this agreement, provided, however, the Township shall give written notification to the organization of the specific rule infraction(s) and a reasonable time to correct any infraction(s) prior to cancellation.

3. The Orion Center reserves the right to inspect and control all events, private parties, meetings and receptions held on its premise.
4. Decorations shall not alter or damage any surfaces. Nails, pushpins or tape cannot be used on any indoor or outdoor facilities. Helium balloons are permitted but must be weighted down.
5. Table decorations are acceptable. With prior approval contained candles may be used. Rice, popcorn or flower petals cannot be thrown during wedding ceremonies. Birdseed is permitted.
6. Rooms rented must be left in the same condition as they were when the event started, including the kitchen. This includes the removal of any decorations, signs and food debris, as well as wiping down of all countertops, tables and chairs. (Failure to do so will result in a cleaning fee with a \$50 minimum which will be deducted from the Security/Damage deposit. The Community Programs Department maintenance staff will set up and take down the tables and chairs, take out the garbage, sweep and mop at the conclusion of the event.
7. Fireworks, torches of any kind and or explosives are prohibited in any form on the property of the Charter Township of Orion, unless permission is granted by the Orion Township Community Programs Department.
8. Radio controlled model planes, rockets, boats or wheeled vehicles are prohibited within the parks and facilities, unless permission is granted by the Orion Township Community Programs Department or Township Board.
9. Gambling or any game of chance for money is regulated the State of Michigan Lottery Division in Lansing and is not permitted without properly displayed permits and approval from the Township Board.
10. Adult supervision is mandatory. The applicant is responsible for the conduct of participants and spectators. Profane language, boisterous behavior or other objectionable demeanor is not permitted. Organizations must adhere to all Charter Township of Orion noise ordinances.
11. All other Township ordinances, including fire and noise, as well as local, state and federal laws are in effect and must be adhered to while on Township property.
12. Unauthorized vehicles are not permitted on grass or paths, except for motorized wheelchairs and/or similar devices for the disabled.
13. Fires permitted only in elevated grills if available.
14. The sale, use or possession of any controlled substance is expressly prohibited, including but not limited to, alcoholic beverages, beer, wine, and other spirits in all parks and facilities in the Charter Township of Orion. See Section 9.
15. Smoking, including electronic cigarettes is prohibited on, in or within fifty (50) feet of any athletic field, play structure, facility or Orion Township activity.
16. All pets must be leashed. Pet owners are responsible for picking up and removing their animal's feces from any park area or township facility.

17. Vehicles are not permitted in the Township parks or facilities after closing. Parking is permitted in designated areas only. Parking along roadways, either paved or gravel is prohibited, this includes safety paths, sidewalks and trails.
18. Skateboards, rollerblades, bikes and other non-motorized vehicles are not permitted.

### **Section 13 - Liability Requirements**

- A. Use and Rental by Commercial (For Profit) Groups and Nonprofits/Charitable Groups including business seminars, parties, receptions, civic groups, such as Chamber of Commerce, service clubs, churches, and similar groups. A copy of the general liability coverage with a minimum amount of \$1,000,000 per occurrence with the following wording added as Additional Insured "It is understood and agreed that the following shall be Additional Insureds: The Charter Township of Orion and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers."
- B. Participants, renters and members must sign a hold harmless liability waiver indemnifying the Charter Township of Orion from any and all claims resulting from injuries, damages or losses sustained or associated with the program.
- C. Accidents occurring on the property must be reported to the building staff and an incident report must be completed immediately.
- D. Any outside vendors providing services, such as inflatables, dunk tanks, caterers or similar, must submit a copy of their liability insurance listing the Charter Township of Orion as an additional insured and certificate holder for the date reserved.
- E. The liability of the Charter Township of Orion for failure to honor an issued permit for use of facilities by any loss of utilities, civil unrest and/or other uncontrollable circumstances of the applicant/permit holder, condition of the facility, or other incident beyond the reasonable control of the Township shall be limited to:
  1. Providing a mutually satisfactory alternate date and/or time for the event or activity scheduled under the permit; or
  2. Refund of any monies received by the Township from the applicant/permit holder as a result of a specific permit.

### **Section 14 - Amendments/Review**

This policy may only be amended by action of the Board of Trustees for the Charter Township of Orion.

In the case of a conflict between this Policy and any other document, agreement, attachment, form, or other policy of the Township, this Policy shall control.



# Charter Township of Orion

Oakland County, Michigan

## Alcohol Rules & Regulation

Pursuant to the Charter Township of Orion, Ordinance No. 132, Section 3E, as amended on May 16, 2011, the Township of Orion has authorized a permitting process for the possession, consumption, transfer and sale of alcohol on specified Township owned property pursuant to rules and regulations approved by the Board. The purpose of these rules and regulations is to permit the safe consumption, transfer and sale of alcohol at the Orion Center and Wildwood of Orion Township. All applicants for the rental of one of these facilities wishing to possess, consume, transfer or sell alcohol must comply with the terms of Ordinance No. 132 and are subject to all civil and/or criminal penalties for the violation thereof. Consistent with the Ordinance, the following rules and regulations with regard to the possession, use, transportation, or sale of all alcohol are hereby stated as follows:

### 1. Special One-Day Liquor License

Any applicant wishing to sell alcohol on Township property must obtain a special one-day liquor license from the Michigan Liquor Control Commission and abide by all rules and regulations imposed by the Michigan Liquor Control Code and Rules. A copy of the special one-day liquor license must be presented to the Orion Township Community Programs Department, no later than seven (7) days prior to the beginning of the event along with the required insurance coverage certificate. The special one-day license must be posted and displayed throughout the event and the designated licensee is responsible for complying with the Michigan Liquor Control Commission Code and Rules, as well all Township Ordinances, policies, licenses and rules. The applicant wishing to sell alcohol under a special one-day license on the designated Township property must further agree as follows:

- a. All applicants must be 21-years of age or older. Applicant must agree to and execute all rental agreements, permit applications, deposits and other payments for the rental of the Township facility where the one day Liquor License is to be used.
- b. Applicant must complete the Application for Alcohol Use Permit, provide all documentation required and be approved for an Alcohol Use Permit by the Township.
- c. Applicant must agree to and execute the Indemnification and Hold Harmless Agreement contained in the Application for Alcohol Use Permit, which specifically provides that the applicant agrees to defend, pay on behalf of, indemnify and hold harmless, the Charter Township of Orion, its elected and appointed officials, employees and volunteers and others working on behalf of the Township, against any and all claims, demands, suits, or loss. The applicant further agrees and understands that as a Michigan Liquor Control Commission licensee, no other person, organization or business entity, other than the licensee, may receive any profit or loss from the sale of alcoholic beverages.
- d. The applicant seeking an Alcohol Use Permit from Orion Township for the sale of alcohol must also be a Michigan Liquor Control Commission licensee.

- e. The applicant agrees to abide by all rules and regulations regarding the use or facility rental; including all Township Ordinances, rules, regulations and policies; including, Ordinance No.58 dealing with disorderly persons. The Township through its designated official, a designated Community Programs employee, or any law enforcement person reserves authority to terminate the Alcohol Use Permit at any time prior, during or after the event for violation of any term of the Permit, Agreement, the Michigan Liquor Control Commission Code and Rules, any Township Ordinance, policy and/or rule and regulation.
- f. The applicant must provide to the Township's Community Programs Department a security plan that will provide for compliance with all laws, Ordinances, rules and regulations and otherwise provide for the security and safety of attendees to the event and public at large. As part of this security plan, the applicant may be required to provide for the attendance of one or more local law enforcement officers which the applicant will be responsible for payment of all wages and costs associated therewith. It is within the sole discretion of the Orion Township Community Programs Department to determine the adequacy of security for any event. However, the applicant understands and agrees that any decision regarding the necessary security made by any Orion Township official, employee or representative does not alleviate the applicant responsibility and/or potential liability; and the applicant's specifically agrees and understands that security for any function or event is the responsibility of the applicant and the Township will be indemnified, held harmless and defended by the applicant should any claim arise.
- g. The applicant understands that in addition to security, Orion Township employees and/or representatives may need to be present prior, during, or after the function, event or rental. Applicant agrees to pay for any and all wages and/or costs related to the presence of any Township employee and/or representative. The Orion Township Community Programs Department will determine which employee and/or employees need to be present prior, during and after the event or function. These Township employees and/or representatives will not be responsible for the security, sale of alcohol or any other responsibility of the applicant.
- h. The applicant will obtain the appropriate insurance necessary to cover the risk determined by the Township Community Programs Department. When required, a Certificate of Insurance must be provided, which names the Charter Township of Orion as an additional named insured party on the applicant's insurance policy. Unless otherwise waived in writing, the minimum insurance will be one million dollars and must specifically cover all liability arising out of the sale and use of alcohol during and event, function, or rental; including, but not limited to coverage for dram shop liability.

## **2. Use and Possession of Alcohol Without a One Day Liquor License**

Orion Township anticipates that for certain events where alcohol is not being sold, alcohol may be allowed to be possessed, consumed and/or transported on designated Township property. Under certain circumstances, the Township may allow an applicant or attendee(s) to possess and consume alcohol during an event. Under these circumstances, no alcohol may be

sold. No portion of the event admission and/or cost may include the alcohol being possessed or consumed. When such an event is permitted, the following requirements apply:

- a. The applicant agrees and understands that any liability arising out of the consumption, possession or transfer of alcohol before, during or after the event is the sole responsibility of the applicant. The applicant specifically agrees to indemnify, hold harmless, defend and pay any award, damage or cost associated with liability arising out of the event or function and, specifically, the consumption or possession of alcohol.
- b. The Orion Community Programs Department at their sole discretion may limit the amount of alcohol on a per-person basis, or on the anticipated attendance at the event or function.
- c. In the event of alcohol being consumed or possessed at an event which does not require a Liquor Control Commission license, the applicant will provide a Certificate of Insurance which names the Charter Township of Orion as an additional named insured or, where appropriate and approved by the Township Supervisor, a homeowners policy sufficient to cover the anticipated risk. It is the applicant's responsibility to provide adequate insurance coverage for the event and is a condition of the issuance of an alcohol use permit.
- d. All applicants must be 21-years of age or older. Applicant must agree to and execute all rental agreements, permit applications, deposits and other payments for the rental of any designated Township facility where the alcohol will be served.
- e. Applicant must complete the Application for Alcohol Use Permit, provide all documentation required and be approved for an Alcohol Use Permit from the Township. The Application must describe the specific area where the alcohol will be served and consumed.
- f. Applicant must agree to and execute the Indemnification and Hold Harmless Agreement contained in the Application for Alcohol Use Permit, which specifically provides that the applicant agrees to defend, pay on behalf of, indemnify and hold harmless, the Charter Township of Orion, its elected and appointed officials, employees and volunteers and others working on behalf of the Township, against any and all claims, demands, suits, or loss. The applicant further agrees and understands that the applicant is solely responsible for the use, consumption and possession of alcohol on Township property.
- g. The applicant must provide to the Township's Community Programs Department a security plan that will provide for compliance with all laws, Ordinances, rules and regulations and otherwise provide for the security and safety of attendees to the event and the public at large. As part of this security plan, the applicant may be required to provide for the attendance of one or more local law enforcement officers which the applicant will be responsible for payment of all wages and costs associated therewith. It is within the sole discretion of the Orion Township Community Programs Department as to the adequacy of security for any event. However, the applicant understands and agrees that any decision regarding the necessary security made by any Orion Township official, employee or representative does not alleviate the applicant's responsibility and/or potential liability;

and, the applicant specifically agrees and understands that security for any function or event is the responsibility of the applicant and the Township will be indemnified, held harmless and defended by the applicant should any claim arise.

- h. The applicant understands that in addition to security, Orion Township employees and/or representatives may need to be present prior, during, or after the function, event or rental. Applicant agrees to pay for any and all wages and/or costs related to the presence of any Township employee and/or representative. The Orion Township Community Programs Department will determine which employee and/or employees need to be present prior, during and after the event or function. These Township employees and/or representatives will not be responsible for the security, sale of alcohol or any other responsibility of the applicant.
- i. The applicant agrees to abide by all rules and regulations regarding the use or facility rental; including all Township Ordinances, rules, regulations and policies; including, Ordinance No.58 dealing with disorderly persons. The Township through its designated official, a designated Community Programs employee, or any law enforcement person, reserves authority to terminate the Alcohol Use Permit at any time prior, during or after the event for violation of any term of the Permit, Agreement, the Michigan Liquor Control Commission Code and Rules, any Township Ordinance, policy and/or rule and regulation.
- j. The applicant will obtain the appropriate insurance necessary to cover the risk determined by the Township Community Programs Department. When required, a Certificate of Insurance must be provided, which names the Charter Township of Orion as an additional named insured party on the applicant's insurance policy. Unless otherwise waived in writing, the minimum insurance will be one million dollars and must specifically cover all liability arising out of the sale and use of alcohol during an event, function or rental; including, but not limited to coverage for dramshop liability.

All applicants understand that as a condition of the Alcohol Use Permit they agree to have read and understand all laws, ordinances, policies, rules and regulations related to the sale, possession, transfer and consumption of alcohol on Township property.



Charter Township of Orion
Oakland County, Michigan

Application for Alcohol Use Permit in Orion Center

Form with fields for Applicant's Name, Organization, Street Address, City, State, Zip, Age, Date of Birth, Drivers License #, State, Home Phone, Business Phone, Email Address, Facilities Requested, Event Date, and Event Hours.

The undersigned acknowledges that they have reviewed a copy of the Township Rules and Regulations with regard to the use of alcohol on Township Property.

Alcoholic beverages may not be sold or offered for sale nor may you charge any type of admission to your event unless the applicant has been issued on alcohol permit by Orion Township and has obtained where appropriate a one day liquor license by the Michigan Liquor Control Commission.

Alcoholic beverages must be served and consumed only in the designated area specified in the permit issued by the Township.

The person making application for this permit and signing below will be held responsible for the actions of their guests. This person may be cited and charged under Township Ordinances or Michigan Statutes for any violations of the liquor laws relating to the consumption of alcohol by minors.

To the fullest extent permitted by law the \_\_\_\_\_ agrees to defend, pay on behalf of, indemnify, and hold harmless, the Charter Township of Orion, its elected and appointed officials, employees and volunteers, and other working on behalf of the 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 the 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.

Signature of Applicant

Date

APPROVED DENIED PER TOWNSHIP BOARD ACTION ON:

Supervisor

Date

Date of Event

Hours (from/to)



## Orion Center Party Package: \$325

### Amenities included:

- \* **4 Hr. Dining Room A and Kitchen**

Refrigerator/Freezer, Warming Oven, Sinks and Ice Machine

- \* **Tables and Chairs , set up to your specifications**



**Maximum Capacity of 100**



To reserve the Orion Center, a completed Facility Use Application and payment in full is required at the time of reservation.

*Package does not include \$15 application fee, \$100 refundable damage/security deposit, or additional \$100 alcohol deposit if applicable*

***NO Changes/additions can be made to package***



Orion Center

1335 Joslyn Rd. Lake Orion, MI 48360

248.391.0304 X306

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

# Orion Center Wedding Package: \$750



## Amenities Included:

- \* 6 Hr. Orion Center Dining Rooms A, B & C with Kitchen  
Refrigerator/Freezer, Warming Oven, Sinks and Ice Machine
- \* Use of Wedding Gazebo for Ceremony
- \* Tables and Chairs, set-up in the configuration of your choosing
- \* 90 min. set-up time (during business hours on Friday's  
for weddings ONLY)
- \* Use of China, Glassware and Flatware—Must utilize a caterer  
with staff



To reserve the Orion Center a completed Facility Use Application and payment in full is required at the time of reservation.

Package does not include \$15 application fee, \$25 coffee service, \$100 refundable damage/security deposit, or additional \$100 alcohol deposit if applicable.



*NO hourly additions can be made to package*

**Orion Center**

**13335 Joslyn Rd. Lake Orion, MI 48360**

**248.391.0304 X306**

**[www.oriontownship.org](http://www.oriontownship.org)**