

Helena Township Depot Park Rental Use Agreement

Contact Person			
Date of Event		Time of Event	
Name of Group/Event		Estimated Attendance	
Park Area Requested		Helena Resident	Y / N
Mailing Address		ID Verification	Y / N
City, State, Zip		Deposit Fee Paid	Y / N
Phone (Voice / Text)		Rental Fee Paid	Y / N
Contact Email		Insurance Certificate	Y / N
Event Type / Open to	Public / Private	Signed Agreement	Y / N
Rental Fee Paid By		Cash/Check/Card	\$
Deposit Fee Paid By		Cash/Check/Card	\$
Return Refund Deposit To		Mail / Hold for Pick-Up	
Refund Address		Refund	\$
City, State, Zip		Clerk Verify	

**Make Checks Payable to Helena Township*

RULES & CONDITIONS

- 1. Depot Park** is a public park and is always open to the public, including times when events are scheduled.
- 2. Tents & Irrigation Protection** - If tents are used, the Applicant is fully responsible for any damage to the underground irrigation system. Irrigation lines are identified by orange painted markings. Tent stakes, spikes, or anchoring devices must not be placed within 12 inches of any orange marking. Any damage to irrigation lines or related infrastructure will result in repair costs being charged to the Applicant.
- 3. Restrooms** – The Depot Museum restrooms are not available for event usage. Port-a-johns are available and provided by the Township at Depot Park.
- 4. Park Closes** at 11:00pm. In consideration of the neighbors, events will end at 11:00pm
- 5. Alcoholic Beverages:** A Certificate of Insurance for Comprehensive General Liability in the amount of \$1,000,000 per occurrence naming Helena Township as additional insured for the duration of the event and any use of the property related to the event, including placement of equipment or other personal property on Township Property when alcoholic beverages are present is required
- 6. No overnight camping.** RVs, trailers, tents or any other outside shelters are allowed with rental agreement as per Helena Township Ordinance # 031308, which states "Camping overnight on any land or structure owned by the Township or under the Townships control is prohibited."
- 7. Renter** is responsible for all damages, costs of repair, and/or replacement of equipment damaged during the rental period. There will be a designated person responsible for the park at each event. That person will be present at the inspection of the park if the Township Supervisor deems it necessary.
- 8. Deposit:** \$100 deposit is required and due at the time of scheduling. Deposit monies will be returned if upon inspection all grounds are free of garbage, refuse or damage. If clean-up or repair is required by the Township, the deposit will be non-refundable to offset the costs incurred by the Township.
- 9. Fees:** \$100 per day for use - exceeding 4 hours. \$15 per hour for events under 4 hours.
- 10. Additional Fee of \$50 per day** for set-up and removal of tent(s), etc. on any day other than the scheduled event rental date. Arrangements to be made with Clerk.
- 11. Failure to adhere** to the rules will result in the forfeit of all deposit fees.

For Emergency or Questions Contact:

Oryana Leffew, Clerk – 808-561-9636, or Butch Peeples, Supervisor – 231-590-3888

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12. **Agreement void** if not returned within 30 days of the scheduled event to the Township Clerk
 13. **Send application to the Helena Township Clerk** - PO Box 177 - Alden, MI 49612 / or email application to the Clerk at clerk@helenatownship.com by dropping off the application at the Township Offices to be processed. Approval and confirmation will be provided by the Clerk to the contact person on this form.
 14. **No park event will be scheduled** until this form, any additional documents, and deposit are filed with the Helena Township Clerk and the Helena Township Clerk has signed the agreement below.
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INDEMNIFICATION

To the fullest extent permitted by law, Applicant shall defend, indemnify, and hold harmless Helena Township, its officers, directors, agents, and employees from and against any costs, liabilities, claims, demands, suits, losses, and damages (including but not limited to reasonable fees and charges of attorneys and reasonable court or arbitration or other dispute resolution costs) arising out of, caused by, or incidental to the acts, error, omissions, or negligence related to activities covered by this Agreement and the use of Helena Township property by Applicant, its officers, directors, employees, agents, consultants, guests, invitees or by any other person or persons, including but not limited to the Township, its agents, employees, or officers. This indemnification agreement shall not be limited by reason of any insurance coverage. This does not and is not intended to waive any defense of government immunity that may be asserted by Helena Township. Applicant shall be fully responsible for clean-up and repair or replacement costs of any damage to Helena Township property, including any damage to the underground sprinkler system water lines. Helena Township is not responsible for equipment or personal items brought into or left at the park.

DURATION AND TERMS

This agreement and lease shall be in effect from the		
_____	of	_____
day	month	start time
Until the _____ of _____ 2026 at _____ am/pm		
day	month	end time

Signature of Responsible Party

Date

Township Clerk Approval

Date