

CITY OF TRAVERSE CITY HICKORY HILLS EVENT POLICY

Standards for Approval

- Events will have a maximum of 325 participants.
- The event must be consistent with the character of Hickory Hills.
- The event will not unreasonably disturb normal activity on surrounding private land.
- The event will not cause a violation of any federal, state, or local law, ordinance, rule or regulation.
- The event space has not been reserved for other use on the date and time requested.
- The event will not cause damage to Hickory Hills.
- The activity will not unreasonably interfere with or detract from the general public's enjoyment of the park or nearby public land.

City employees authorized to issue a permit are the Department of Public Services Director, Parks and Recreation Superintendent, and Hickory Hills Manager.

General Conditions

The following general conditions apply to all Events. Additional special conditions may be imposed in the Permit. All terms and representations specified in the application are automatically special conditions to the permit unless changed or superseded by the general conditions or an additional condition.

Priority of Applications

All event applications will be considered on a first come – first served basis as of the date they are filed and deemed complete in writing by the Hickory Hills Manager. If the Client wishes to hold an event on a recurring basis, after it is successfully held for the first time, the Client may request that dates be reserved for subsequent events. Reservation requests may be granted if a prior permit has not been violated, the Client has fulfilled all obligations to the City, and the event has not created any unreimbursed expense or unreasonable disturbance. A non-refundable deposit (50%) must accompany the Permit in order to fulfill a reservation request. Applications may be received two years prior to event date. An existing Permit will be given preference over all other Permits for the dates specifically requested. If the Client does not submit a Permit within ninety (90) days of the date of the event, the reservation will be void.

Event Space

The Lodge at Hickory Hills contains 11 picnic style tables and floor space measuring 40' x 50', a large prep kitchen for catering purposes, restrooms, lighting, heating and cooling. Based on its capacity, the event space inside can accommodate 138 (inside) and the site can accommodate 325 persons for outside events. See attached map, which shows the available lodge areas.

Billing

The total amount due will consist of the rental rate, setup and teardown fee(s), if any, and the security fee, which will be paid in two installments.

1. The first installment/deposit consists of 50% of the rental rate, a \$500.00 security fee, and setup and/or teardown fees, if any. The Permit will not be approved until this deposit has been received.

2. The second installment/balance consists of the remaining 50% of the rental rate and any remaining setup and/or teardown fee(s), if any. The balance must be received no later than sixty (60) days prior to the event date and will be due upon receipt of an invoice.

All payments can be made by check or credit cards; other types of payment will not be accepted. In the event a check is returned for insufficient funds, the Client will reimburse the City for any and all returned check charges, plus a \$50.00 processing fee.

Default

The Client's failure to pay the fee when due, or to perform any of its obligations hereunder, shall constitute a default. If a default occurs, City may, at its option terminate this agreement and regain possession of the Premises in accordance with applicable law.

Security Fee

The \$500.00 security fee is to guarantee the return of the facility to the same or better condition as when accepted by the Client, reasonable wear and tear excepted. Satisfactory compliance with this section includes removing all of the Client's and/or vendor(s) trash and belongings. Furthermore, the Client is individually and severally liable and otherwise fully responsible for any and all Client and/or vendor caused damages incurred to the facility, including, but not limited to all adjacent structures and facilities, throughout the entire duration of the event. The Client agrees to pay for any and all losses, breakage and/or damage that should occur. The Client will be charged for the full cost of repair and/or full replacement, including labor and materials and removal and disposal, plus taxes and surcharges, as applicable.

Should the Client and/or vendor(s) be responsible for damage and/or loss of value to the facility greater than the value of the security fee, the Client agrees to reimburse the City for such loss immediately upon the presentation of an invoice for any and all damages and/or losses.

The City will return the security fee, if any, to the Client within forty-five (45) days upon the conclusion of the event, along with an itemized statement as to the deductions, if any.

Insurance

Unless waived by the City Clerk or City Commission, all Permit Holders shall provide insurance as follows:

1. Comprehensive general liability insurance - \$1,000,000 per occurrence and such additional insurance and coverages as may be required by the City Clerk for special activities.
2. The policy shall name the City of Traverse City as an additional insured in the policy coverage and shall include an endorsement to the policy naming the City of Traverse City as additional insured. Any amendment to or cancellation of such insurance shall require no less than thirty (30) days written notice provided to the City Clerk of such cancellation and/or amendment.
3. The duration of the insurance shall encompass the total length of time any equipment is placed on City property or the duration of the event, whichever is longer.
4. Suitable proof of insurance shall be submitted to the City Clerk prior to the Event taking place. In addition, the Applicant and Permit Holder shall execute a hold harmless and indemnification provision agreeing to hold the City and its officials, employees and volunteers harmless and to indemnify the City in the event of a claim resulting solely or partially from the event or activity applied for.

Access

The Client and/or the vendors will be granted access to the space as early as 10 am on the day of the event unless specified by the Hickory Hills Manager. All events must conclude on or before 10 pm that same day. At 10 pm or upon the conclusion of the event, ninety (90) additional minutes will be allotted for teardown purposes. It is the sole responsibility of the Client to schedule with the Hickory Hills Manager, in advance, the specific time (10 am or later) at which entry to the space will be needed. Unless access times are coordinated ahead of time, the facility will remain unopened as hours of operation are based on the need for that particular event. Access to the space on a day other than the permitted event date will be based on availability and subject to additional fees. Please refer to the section below pertaining to optional setup and teardown usage.

Optional Setup and Teardown

Access to the space for additional setup and/or teardown on a day other than the permitted event date will not be permitted without Hickory Hills manager written consent, and are not guaranteed. Additional days needed specifically for setup/loading in and/or teardown/loading out will be subject to arrangements made 2 weeks prior to the event date if available and applicable. All rental rates are charged per day, not per hour. Additional setup and teardown must occur between the hours of 10 am to 3 pm daily. The Client will be responsible for scheduling with the Hickory Hills Manager, in advance, to provide access to the space.

Parking

Parking plans will be required for all events and activities. Clients will be required to provide shuttling services for party members and coordinate those services outside of assistance from City staff. City may recommend services.

Equipment Rental

The City does not rent display spaces, booths, or any additional furniture setup indoors and/or outdoors at Hickory Hills. The Client may rent equipment and/or any additional setup needed from any vendor of their choice. The City does not require the Client utilize any vendor exclusively. All vendors supplying equipment or any setup indoors must adhere to all local, state, and federal fire and building codes. Doors, hallways, staircases, elevators, fire exits, or emergency equipment must not be blocked or interfered with, and fire doors must not be propped open at any time.

The Client must remove all rented equipment from the premises no later than ninety (90) minutes after the conclusion of the scheduled event, unless you receive Hickory Hills manager consent to move the following day based solely on availability. The City will not assume liability for any items left in or around Hickory Hills Park. The vendor providing tables and chairs may deliver their equipment the day before and pick up the day after the permitted event date based solely on availability. The Client will not be responsible for any additional fees as a result of this service. Client fully understands this access is strictly for equipment delivery and pickup, and Client will **not** have access during these times for any setup and/or teardown unless reserved with the Hickory Hills Manager, in advance, as outlined in "Optional Setup and Teardown." Delivery and pickup must be coordinated with the Hickory Hills Manager, in advance, to determine an acceptable date and time. Any deliveries dropped off and/or picked up without prior consent will not be accepted. All other vendors must deliver and pick up their items on the day of the event, unless the Client pays for additional setup and teardown.

Catering

The City does not provide food and/or beverage at Hickory Hills. Catering services, including the preparation or distribution of any food or beverages, may be performed by any licensed caterer of the Client's choosing. The caterer will be responsible for abiding by the terms and conditions outlined in the Catering Guidelines (provided separately) along with a proof of host liquor liability insurance. Anything

the caterer does not handle in terms of setup or cleanup will be the responsibility on the Client. In addition, the Client may need to secure a permit from the Grand Traverse County Environmental Health Department Office. This is dependent upon the size and scope of the event and determined, in advance, by the Hickory Hills Manager.

Alcohol

The City does not provide any alcoholic beverages at of Hickory Hills. Alcohol may be served during an event within the event space provided the necessary licensing and insurance requirements are adhered to by both the Client and the caterer/entity serving the alcohol.

Smoking

Smoking inside the Hickory Hills Lodge or anywhere on park property is strictly prohibited.

Pets

Animals are not allowed within any of the indoor areas at Hickory Hills, with the exception of service animals or certified aid animals.

Lighting and Decorations

Indoor lighting is provided. The Client and/or a vendor may add additional lighting of their choosing to enhance the event space, i.e.; paper lanterns, additional string lights, etc. **Candles are not permitted inside the event space.**

Outdoor lighting is not provided. Any outdoor lighting provided by the Client and/or a vendor must be in compliance with local ordinances. The Client will be held solely responsible for installing and disassembling any additional lighting indoors and/or outdoors, to include the necessary ladders and/or equipment needed. No strobe lights or flashing lights are allowed. All lighting shall be directed at the Event and to the extent practical away from areas where the activity is not occurring. Portable or vehicle mounted generators are not allowed unless shielded from view and hearing by appropriate means approved by the City Manager.

The use of candles, nails, pins, tacks, staples, glue, or tape on walls, floors, doors, windows, or the ceiling, and the use of helium balloons and/or confetti are strictly prohibited. In the event this is done and any damage or inconvenience is caused, the cost of repair and/or replacement will be billed directly to the Client. The Client will be responsible for any damages done to the facility by any vendor or contractor during the event. Should any vendor leave without cleaning up properly, the Client will be held responsible for any additional labor charges, at an hourly rate of \$125 per hour, to restore the facility to its prior condition.

Signs

Use of any signage during an event is subject to additional approval required by the City. Please note the number, location, and size of any signs on your site plan and submit a copy to the Hickory Hills Manager, in advance, for review and consideration.

Sound

Time of Amplified Sound. Unless otherwise allowed in the Permit, amplified music or sound shall be limited to no more than a total of six hours including normal breaks taken between the beginning and end of individual music performances between 10:00 am and 10:00 pm. The Application shall include a current, active plan for the containment of noise and vibration attributed to the Event. Special conditions may be placed on any amplified sound to preserve the rights and enjoyment of those adjacent or near the Event. The Garfield Township noise ordinance applies to all Events. This shall include but not be limited to amplified music and speech, construction, and sounds emanating from groups or crowds connected with the Event. No person shall cause, suffer, allow, or permit the operation of any amplified sound

reproduction device in such a manner that it crosses a real property line of the park and raises the total sound levels by the permissible sound level limits set forth below when measured within a building.

AMPLIFIED SOUND REPRODUCTION DEVICE
MAXIMUM PERMISSIBLE SOUND LEVEL LIMITS
Indoors across a real property line
dB(C) ABOVE INTERIOR AMBIENT SOUND LEVEL
Week nights 10:00 p.m. - 7:00 a.m. Weekend nights 11:00 p.m. and 9:00 a.m.
3 dB(C)
All other times
6 dB(C)

Audio Visual Equipment

The City is not a provider of any audio/visual equipment. The Client may rent equipment and/or any additional items needed from any vendor of their choice. Hickory Hills does not require the Client utilize any vendor exclusively. The Client must remove all rented equipment from the premises no later than ninety (90) minutes upon the conclusion of the scheduled event. The City will not assume liability for any items left in or around Hickory Hills .

WIFI/Internet

Hickory Hills does not provide WIFI and/or standard internet services.

Trash Receptacles and Garbage Disposal

The Client and the catering company are responsible for providing indoor and/or outdoor trash receptacles (with liners) for the event, as needed. Any trash generated as a result of the event must be removed from the building upon the conclusion of the event and disposed of off-site. Each party is responsible for removal of their own trash, with the exception of trash specific to the restrooms. It is suggested that the Client provide one or two trash receptacles for the event floor.

Portable Toilets

Portable toilet and trash receptacles shall be provided, as necessary, for all Events based on the anticipated size of the Event. These shall be provided at the expense of the Permit Holder. The number, type and location of all receptacles and toilets shall be listed in the Permit. At least one portable toilet must be ADA compliant/handicap accessible. The Permit Holder is responsible for the cleanup of the area and removal of trash from the site.

Tents

If tents are used, all tents must be composed of noncombustible and flame resistant fabric in accordance with the Charter Township of Garfield Fire Code and erected to meet wind load requirements of the State Construction Code. A map showing where these items will be located must be provided and the Client and/or vendor will be responsible for contacting MISS DIG (1-800-482-7171) five (5) days in advance to any tent installation. All staking must be removed immediately following the event.

Pyrotechnics/Fireworks

Fireworks are prohibited

Site Usage

The Client must observe Fire Marshal regulations with respect to maximum occupancy. Maximum occupancy is 325 persons. A site plan for outdoor events involving the setup of equipment or other items is required. The site plan must demonstrate that ADA accessibility requirements are met as well as a 20 – foot fire entrance lane for emergency vehicle access. The Client will be responsible for contacting the Grand Traverse Metro Fire Marshal at 231-947-3000 to obtain information regarding a site plan that meets regulatory requirements as well as to schedule an on-site inspection at least seven (7) days before the event. An additional permit may need to be obtained from the Fire Marshal.

Revocation of Use

In addition to the penalties provided by Ordinance, a Permit may be revoked in writing at any time by the City Manager if it is determined that the holding of the Event authorized by the permit is no longer in the best interest of the public health, safety and welfare, or there has been a misrepresentation in the application or any material misstatement by the Applicant, or there has been a failure to follow this Policy, or other City ordinance, State law, or any condition attached to a Permit. The Applicant or Permit Holder whose Permit is revoked by the City Manager may appeal to the City Commission in writing within three (3) days. All activities under the permit will be suspended pending such appeal. Anyone acting pursuant to a permit that has been revoked or suspended shall be deemed to be trespassing, may be removed by City Police, and may, at the discretion of the City Manager, be charged with criminal trespass. In the event that a Permit has been revoked pursuant to the provisions of this section, the Applicant or Permit Holder shall be not be granted a Permit under this policy for two years following the date of revocation.

I hereby certify that the above Policy was adopted by the City Commission at its regular meeting held on April 4, 2022, in the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, said Policy to be effective immediately

Benjamin Marentette, CMC
City Clerk

Fees for Hickory Events

All events will have the same application process

April – October

Monday – Thursday \$1,500

Friday & Saturday \$5,000

**Rate applies to the Sundays of holiday weekends*

Sunday \$3,200

Hourly rate \$150/hour (up to 4 hours)