



# TWIN LAKES PARK



## Event Policies and Procedures

In accordance with your agreement with Grand Traverse County Parks and Recreation (hereinafter referred to as "GTCPR") to rent a facility(ies) at Twin Lakes Park, you are obligated to the Twin Lakes Parks Ordinance 31 (enclosed) and the ensuing policies and procedures, per your signed Customer agreement with Parks and Recreation. The ensuing policies and procedures support and complement the Twin Lakes Park Rules.

1. **Twin Lakes Park Is Public:** Please respect the public who may choose to enjoy the park. Because this is a County public park, the public is welcome to use any outdoor areas of the park that are not reserved, including the trails, beach, outdoor restrooms, parking areas, playground, and multipurpose field (unless rented). GTCPR cannot grant any single event exclusivity for an entire area based on the booking of one venue. Should the Customer desire to hold the only event on a particular day, the Customer has the option to book other facilities at Twin Lakes Park, based on availability.
2. **Confirmation of Booking:** GTCPR places a tentative hold on a date for a park Customer. A deposit is required to confirm that reservation.
3. **Deadlines and Deliverables:** 25 percent deposit due at the time of reservation approval. Schedule and Logistics Plan, balance of rental fee, damage deposit, signed Customer Agreement, copy of Liability Insurance, proof of Nonprofit Status (if applicable), and proof of TIPS Certified Bartender(s) (if applicable) due thirty (30) days prior to event date.
4. **Reservations for the Same Date:** If there is another request for the venue on said date, and a deposit has not yet been made, an attempt to reach any Customer with a tentative reservation will be made to arrange for immediate confirmation and deposit. If, after 72 hours, said confirmation with deposit is not made, then GTCPR is free to make venue available to the inquiring party. If a waitlisted Customer for a particular date pays the deposit, then a 72-hour notice to all other Customer who have placed a tentative hold in front of that waitlisted Customer. If a deposit is received from one of the "holds" within the 72-hour time period, then the venue will be immediately secured for that Customer, and an alternate venue will be presented to the "waitlisted" Customer who was farther down on the list.
5. **Unauthorized Use of Facilities:** Any space used during the event that is not part of the contract will be billed for accordingly.
6. **Dual Events:** There may be two events scheduled on the same date/same time in two different facilities. We ask that the other Customer's event be respected. Events on the same day and at similar times will be assigned different parking, preparation areas, and restroom areas, as available. GTCPR will make its best efforts to coordinate simultaneous events.
7. **Customer's Responsibilities:** The event host agrees to assume full responsibility for the conduct of its members, participants, vendors, or employees. The customer assumes liability for charges (labor, storage, etc.) incurred as a result of materials (i.e. literature, audiovisual equipment, etc.) shipped to

Twin Lakes Park. Tablecloths and other rented items are the responsibility of the Customer. The Customer assumes full liability for damages to Twin Lakes Park, including but not limited to any of its facilities, structures, and grounds, caused by its members, participants, vendors, or employees).

8. Setup, Clean-up, Teardown for All Events: Setup, clean-up, and teardown must occur within the designated rental period, not outside of the rental time frame identified in the Customer agreement. ALL events must conclude by 10 p.m. with all guests exiting and cleanup finished by 11 p.m. when the park closes. We expect self-service, unless otherwise agreed upon with Director.
9. North Twin Lake: Event attendees and organizers are not permitted to swim at any time.
10. Parking: Parking is limited at Twin Lakes Park, and all attendees must abide by parking rules established in the Customer agreement. If special parking arrangements are required, or if over 50 event attendees with vehicles are expected, then an approved parking plan, specific to the event, must be developed by the Parks and Recreation department.
11. Deposit: A deposit of 25 percent of the rental fee is due upon booking to reserve date. Thirty (30) days before event date, the balance of the rental fee is due with a logistical plan, plus the damage deposit (half of rental fee or, if over 100 attendees, \$1,000) in the form of a certified check or money order to be returned seven (7) to ten (10) business days following event, pending inspection of the property. Any damages will be paid from the damage deposit and depending on the extent of damages, any excess will be returned to Customer. Cost of damage will be determined, documented, and itemized by Parks and Recreation staff. Any damage costs beyond deposit amount will be itemized and billed to customer.
12. Cancellation: If canceling less than thirty (30) days prior to event, only the damage deposit will be refunded. If canceling thirty one (31) days or more prior to the event, then all payments rendered to date will be refunded, minus the initial 25 percent deposit.
13. Alcohol Policy and Liability Insurance. Customer shall maintain, at his or her own expense, liability insurance of at least \$1,000,000. Customer must provide the Parks Department a certificate of insurance with this agreement. The certificate of insurance shall contain the following language:

*It is understood and agreed that the following shall be Additional Insured: Grand Traverse County, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers.*

*It is understood and agreed by naming Grand Traverse County as additional insured, coverage afforded is considered to be PRIMARY and any other insurance the Member may have in effect shall be considered secondary and/or excess.*

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**Policy 2014-09: Twin Lakes Alcohol Policy**  
**Effective April 21, 2014**  
**Amended December 18, 2014**

Grand Traverse County Parks and Recreation (GTPR) maintains several facilities that are vital to enhancing quality of life in our community. The purpose of this policy is to ensure that the consumption and sale of alcohol at Twin Lakes Park is available to and safe for events within that facility.

As outlined in section 2 of the County Parks and Recreation Commission Rules, "...it is unlawful for a person or persons to do any of the following: (17) **Except as provided in subsection a**, to possess, consume or offer for sale alcoholic beverages except in locations approved for such by the parks and recreation commission. **(a) The Parks and Recreation Director may approve the sale, possession or consumption of alcohol at Twin Lakes Park.**"

1. A person who possesses or consumes alcoholic beverages within a Twin Lakes Facility must comply with all applicable Federal, State and local rules and regulations pertaining to the sale, possession and consumption of alcoholic beverages.
2. No person shall sell or distribute alcoholic beverages in any facility at Twin Lakes Park without approval from the Parks and Recreation Director or their designee.
3. Possession and/or use of alcoholic beverages within the beach/swimming area is prohibited.
4. No person, firm or corporation shall sell, possess or consume alcoholic beverages at Twin Lakes Park unless the person, firm or corporation receives written authorization from the Director (or their designee) to sell, possess or consume alcoholic beverages at Twin Lakes Park.
5. No alcoholic beverages may be sold, possessed or consumed at Twin Lakes except in connection with an approved Private Party or Special Event Permit and permission from the Director. For purposes of this section, a Private Party includes, but is not limited to, a wedding reception, retirement party, family reunion, or other similar activity that has a specified list of attendees. A Special Event would include festivals, conferences, and other gatherings that does not have a specified list of attendees, charges admission, or sells tickets.
6. The Director shall not grant written authorization to any person, firm, or corporation to sell, possess or consume alcoholic beverages at Twin Lakes Park unless such person, firm or corporation agrees to comply with the following rules and regulations:
  - a. The sale and consumption of alcohol must take place only in the Gilbert Lodge (and its deck) Dormitory, and Pavilion.
  - b. To the fullest extent permitted by law the person intending to dispense or sell alcohol agrees to defend, pay on behalf of, indemnify, and hold harmless Grand Traverse County, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of Grand Traverse County 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 Grand Traverse County, 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 the person's dispensing or selling alcohol.
  - c. In addition to any other insurance requirements imposed by the Parks and Recreation Commission, a person intending to dispense or sell alcohol shall provide to the Director, at least ten (10) days before the first rental date, a certificate of insurance providing for liquor liability of not less than three million dollars (\$3,000,000.00) for a large event with a full and open bar, or not less than one million dollars (\$1,000,000.00) for a smaller group serving a smaller volume of alcohol. **The amount of required insurance, either \$3,000,000.00 or \$1,000,000.00, will be determined by the Director.** The certificate of insurance must also identify the County, Parks and Recreation Commission and their respective agents, employees, officers and representatives as additional insured under the policy and

*the policy must provide that it cannot be canceled unless ten (10) days written notice of the cancellation is provided to the County and Parks and Recreation Department. Any language in the cancellation clause of the insurance policy which states, "endeavor to"; "failure to mail such notice shall impose no obligation or liability of any kinds upon the company"; or similar language, shall be stricken from the policy.*

**d.** *A person intending to dispense or sell alcohol shall provide to the Director the following information at least ten (10) days before the first rental date:*

- *The estimated number of people who will attend the event; and*
- *The method used to invite people to the event, i.e. open invitation to the public, restricted invitations, etc; and*
- *Written proof that the person has obtained the necessary license or permit to sell alcohol from the Michigan Liquor Control Commission; and*
- *The method of controlling the dispensing of alcohol during the event (e.g. tickets, etc); and*
- *Any other information requested by the Director which the Parks and Recreation Commission, County Board or Director requires to determine if the event meets the provisions of these Rules and can be conducted in a safe manner.*

**7.** *A person(s) who is responsible for dispensing, providing, or supplying alcohol during a **Special Event** shall arrange for the following security measures during the entire length of the **Special Event**:*

**a.** *There shall be at least two (2) uniformed professional security officers in any room where alcohol is served or consumed; and*

**b.** *There shall be at least one (1) uniformed professional security officer stationed at each entrance used during the Special Event, and at least one (1) uniformed professional security officer patrolling the Event, and*

**c.** *The County Board, Parks and Recreation Commission, or Director can require the person(s) responsible for dispensing, providing or supplying alcohol during the Special Activity to arrange for the presence and deployment of uniformed professional security officers in excess of the minimum standards set forth above whenever the County Board, Parks and Recreation Commission or Director has reason to believe that the minimum standards are inadequate for the size or nature of a Special Activity; and*

**d.** *Provide the Director with written documentation at least forty-five (45) days prior to the first date of the Special Activity, demonstrating that the person(s) has made arrangements for providing the uniformed professional security officers required by these Rules.*

**8.** *Uniformed professional security officers will be responsible for assuring that only appropriate guests attend the Special Activity; that the persons attending the Special Activity comply with Federal, State and local liquor control laws; to ensure that alcohol is consumed only in approved areas; and to serve as crowd control.*

**9.** *A person responsible for conducting a Special Event, which includes the consumption, possession, or sale of alcohol, shall also provide the Parks and Recreation Commission with references and locations of where they have held similar events.*

**10.** *The County Board, Parks and Recreation Commission, or Director may impose additional conditions upon the Special Event which the County Board, Parks and Recreation Commission, or Director determine are necessary to protect the health, safety or welfare of persons using the Facility.*

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14. Damages Indemnification: GTCPR assumes no responsibility for damages incurred by the Customers or Customer's guests, vendors, or other attendees at the event. Customer agrees to be solely responsible for all guests and attendees on the property during the rental period. Customer agrees to pay for any and all damages arising out of the event, except to the extent of any negligence or misconduct by GTCPR employees or agents.

**Examples of damage to the property include:**

- stains on concrete or carpet, including but not limited to, wine, wax, gum, chocolate, coffee, tea, soda, food, grease and/or burns
- stains on tables or counters because mats were not used under chocolate fountains, espresso machines, beverage pumps, food preparation areas, grills and other cooking equipment
- tape affixed to walls, historical exhibits, or acoustical panels
- cords not property protected with gaffer's tape or bridges
- clogged drains in kitchen (there are no garbage disposals); clogged drains in bathrooms
- damage to concrete, bricks, landscaping or irrigation lines
- trash or debris left in room, on ground, in landscaping, or outside community black trash containers

Customer shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the venue and its furnishings, equipment, etc., caused by the Customer or agents, vendors, or guests. This amount will be deducted from damage deposit, and if damages exceed collected deposit, guest will pay that additional amount as well.

14. Guests: Groups including individuals less than 18 years of age must be chaperoned by parents, faculty, or school staff members at a minimum recommended ratio of one adult to eight (8) minors. Additional security is required for certain events that the staff has determined to be high risk. Customer groups that put on such events must pay for their own security guards. No pets shall be allowed at indoor events or outdoor events with catered meals without written consent of GTCPR, because it presents a health issue. GTCPR staff reserves the right to refuse admittance to any agent, vendor, or guest of the Customer at GTCPR's sole discretion.

15. ADA Accessibility: All bathrooms at Twin Lakes Park are handicapped accessible. All building entrances are handicapped accessible. There are several handicapped accessible parking spots. More spots can be designated with the Director's permission prior to the event.

16. GTCPR Rangers' Role: A Parks and Recreation staff Ranger or Rangers will be on site during all events to troubleshoot any issues that arise under the rental agreement, during the rental period; provide any needed support throughout the event; replenish supplies and assist with light custodial duties; provide any support needed if there is an emergency or if emergency responders have been called. A Ranger is the Customer's first point of contact. A Ranger acts as an agent on behalf of the County, who oversees operations and park activities to ensure that all park Customer's comply with park rules, County ordinances/policies, and state law. A Ranger's primary purpose is to ensure the safety of all park users and regulate unwanted activity in the park, as needed.

17. Emergencies: In the case of an emergency, contact the Ranger on duty immediately. If a Ranger cannot be located, the call 911 and/or the County Sheriff's Department.
18. Prohibitions: No agent, vendor, or guest of the Customer shall bring any article of a flammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature. Customer shall be liable for all damage resulting. GTCPR staff reserves the right to confiscate all such articles brought.
19. No Gambling: Customer agrees that there will be no form of illegal gambling conducted or permitted during the term of the event.
20. Logistics and Logistics Review: GTCPR must review and approve all logistical plans and event layouts for use of the premises a minimum of thirty (30) days prior to the event, as submitted directly to GTCPR. All decorations and decorative materials used MUST be approved by GTCPR prior to the event, or the deposit may be forfeited. (NOTE: Doorways and exits are not to be blocked or obstructed. Compliance with all fire codes and regulations is required.) GTCPR must approve any amplified music or sound as part of the logistical plan. All requirements, together with all food and beverage information, catering times, meeting timetable, audiovisual setups, room setups, and reconfirmation of estimated numbers attending, must be received by GTCPR no later than thirty (30) days prior to the event. Changes to submitted plans and/or failure to submit plans at least thirty (30) days prior to the event may mean a penalty charge equal to the amount of last-minute labor incurred. A complete written timetable of load-in and load-out is due to GTCPR no later than seven (7) days prior to the event. This should include who will be in the building at any given time.
  - a) Fires and Candles: Fires and candles are permitted. All candles or other fire receptacles must be approved by the Parks and Recreation Director, and all candles must be used with glass covers. Fireplaces: Only the County Parks and Recreation rangers on site are permitted to light a fire, and only the existing fireplaces or fire pit on site may be used.
  - b) Pavilion Picnic Tables: Picnic tables are available for use. If Customer would like to use other tables and chairs, then Parks and Recreation requires 14 days' prior notice so that staff can move them out of the pavilion, otherwise customer is responsible for moving in and out of the pavilion during rental period only. If arrangements for rangers to move tables were not made, and Parks and Recreation staff has to return tables to the pavilion, Customer will be billed for one (1) additional rental hour.
  - c) Lodge Tables and Chairs: You will be responsible for your own equipment setup (whether owned by Twin Lakes Park or not) in the lodge, which will be cleared out and accessible during your agreed upon rental period. If access to Bride's-Getting-Ready Nook and table/chair storage room is requested, then Ranger or Parks and Recreation staff will unlock room for Customer.
  - d) Signs/Displays/Decoration: All signs, displays or decorations proposed by the event host are subject to GTCPR's approval. All directional signs must be printed in a professional manner. No signs, banners, displays or exhibits will be permitted in the public areas of Twin Lakes Park without prior approval from GTCPR.

- e) Electrical Service: Standard electrical equipment permitted, serviced by 20 amp circuits. Any special electrical needs/equipment must be approved by the Director and staff electricians, and costs will be incurred by Customer.
- f) Vendors: A complete list of vendors must be submitted with logistical plans for GTCPR approval.
- g) Decorations: All decorating materials must be approved by GTCPR in advance and must meet all Long Lake Township Fire Department regulations, or the deposit may be forfeited.

Allowed:

- The only adhesive material allowed on the walls/pillars is drafting/painting tape which will not damage surfaces.
- Decorations may be freestanding.
- The use of birdseed, rice, flower petals, balloons, fog machines, and blowing bubbles are permitted outside for wedding and reception farewells.

Not Allowed:

- No masking tape, duct tape, electrical tape, transparent tape, or double-stick tape is permitted.
- Decorations may not be hung with nails or screws, because they may damage the venue.
- Nails and staples also may not be used on the floors.
- Confetti, glitter, pyrotechnics, sparklers and are not permitted inside or outside the venue(s).
- Chiffon or netting combined with electricity is not permitted.
- No décor may be attached or displayed on any of the exhibits or artifacts.

All décor items must be completely removed by the Customer during the load out. All decorations must be removed without leaving damages directly following the departure of the last guest.

- h) Facility: Access to Bride's Getting Ready Area and Table/Chair Storage Room is as agreed upon with Director.

21. Permits and Licenses: Customer is responsible for all permits and licenses that may be required for an event. Most permitting agencies require at least 30 days in advance of the event to process a permit. However, proof of such permits are required to be submitted to GTCPR with the Customer's logistics plan thirty (30) days prior to the event, so planning ahead is recommended. Events that serve liquor are required to obtain a permit. If food will be sold, Customer may be required to purchase a permit.

22. Weather: GTCPR reserves the right to move the event to an indoor location and will notify the event host. In the event the ground is wet from a previous rain, the event may also be relocated to an indoor location based upon availability. The event also may be moved to an indoor location due to wind or extreme temperatures. The decision to move an event indoors will be made by 10 a.m. the day of the event by request through the Ranger to the Director and/or Office Manager. Once a function has been moved inside, it may not be moved again.

23. Sound Levels: Twin Lakes Park is surrounded by residential dwellings, therefore any amplified sound, such as that requiring a microphone and speakers, must be at a reasonable level and comply with the Long Lake Township Ordinance (reprinted below). Amplified sound such as that provided by a band or deejay is permitted in lodge. Amplified sound is not permitted in the Pavilion or on the grounds, unless with permission from the GTCPR Director and Long Lake Township. Complaints can be made about the volume of an event at any hour of the day or night, and GTCPR staff reserves the right to lower the volume during an event. The first complaint brings a request to reduce the noise. The second complaint means an event is closed down. Events playing music may want to investigate obtaining an ASCAP and BMI license.

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ORDINANCE No. 80  
LONG LAKE TOWNSHIP NOISE ORDINANCE  
THE TOWNSHIP OF LONG LAKE, GRAND TRAVERSE COUNTY, MICHIGAN ORDAINS:  
PREAMBLE

An ordinance to secure the public peace, health, safety and welfare of the citizens of the Township of Long Lake, Grand Traverse County, Michigan, by the regulation of noise in Long Lake Township which the making, creation or maintenance of such excessive, unnatural or unusually loud noises that are prolonged, unusual or unnatural in the time, place or use affect and are a detriment to the public health, comfort, convenience, safety, welfare and prosperity of the residents of Long Lake Township and where such activity is not otherwise regulated by state law.

I. NAME.

This Ordinance shall be known and cited as "The Long Lake Township Noise Ordinance."

II. PROHIBITED ACTS.

The following acts and activities are declared to be noise disturbances and are prohibited. This enumeration shall not be deemed exclusive.

- A. The playing of any radio, television, phonograph, other sound reproduction devise, or musical instrument in such a manner or at such a volume as to be sufficiently audible to annoy or disturb the quiet, comfort or repose of persons in the vicinity.
- B. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.
- C. The use of any motor vehicle, including motorcycles, in such a manner as to create a disturbing noise, including, but not limited to, the screeching of tires and the discharge into the open air of exhaust from the engine without a sufficient muffler.
- D. Shouting or other raucous or boisterous behavior for an unreasonable length of time.

III. ENFORCEMENT.

The Grand Traverse County Sheriff and his deputies are authorized as local enforcement officers of this Ordinance.

IV. PENALTY.

Violation of any of the provisions of this Ordinance or failure to comply with any of its requirements shall be deemed a municipal civil infraction as deemed by Michigan Statute which shall be punishable by a civil fine of not more than \$500.00 along with costs which may include all expenses, direct and indirect, to which Long Lake Township has been put in connection with the municipal civil infraction. In no case, however, shall costs of less than \$9.00 nor more than \$500.00 be ordered. A violator of this Ordinance shall also be subject to such additional sanctions and judicial orders as are authorized under Michigan Law.

Each day that a violation of this Ordinance continues to exist shall constitute a separate violation of this Ordinance.

V. PREEMPTION.

This Ordinance shall be in addition to and not in conflict with all other laws and ordinances.

VI. SAYING CLAUSE.

The provisions of this Ordinance are hereby declared to be severable and if any clause, sentence, word, section, or provision is declared void or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in force.

VII. EFFECTIVE DATE.

This Ordinance shall take effect 30 days after publication and upon being signed by the Township Clerk.

Dated:

May 10, 2005

Dated:

May 10, 2005

  
Karen Rosa, Township

Carol Hoffinan, Township Clerk