

**City of Birmingham**  
**Department of Public Services**  
**2300 East Lincoln, Birmingham, MI 48009**  
**-Wedding Rental Agreement –**  
**Ceremony Only**

Name of Applicant: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Park Requested For Event: \_\_\_\_\_ Date Requested: \_\_\_\_\_

Start Time: \_\_\_\_\_ (am/pm)      End Time: \_\_\_\_\_ (am/pm)

Location for Event: \_\_\_\_\_

*(Show location on attached map layout)*

Number of Participants: \_\_\_\_\_ Amount Received: \_\_\_\_\_ Ck#: \_\_\_\_\_ Cash: \_\_\_\_\_

*Regardless of the number in attendance at this wedding, a Wedding Park Rental Agreement must be completed and submitted with the appropriate fees.*

1. This Wedding Rental Agreement applies to wedding parties that wish to reserve a portion of a City park for their ceremony. Smaller wedding ceremonies that do not require exclusive use of a portion of a City park may be performed without reservations.
2. Reservations may be made no more than 1 year prior to the date of the wedding.
3. All activity related to your wedding ceremony must begin and be completed within your selected rental time. This includes setup and cleanup.
4. Throwing rice, birdseed, confetti or balloons is prohibited. Bubbles are acceptable.
5. This Wedding Rental Agreement entitles the applicant to the use of only the portion of the park identified in the detailed event site map provided by the applicant. The rest of the park will remain open to the public during the reservation.
6. The City of Birmingham Department of Public Services does not provide chairs, tables, podiums, electrical cords or the like. Lessees in need of chairs or other equipment may contract with a rental service.
7. Chairs and all other equipment must be set out and taken down by the rental service staff or the wedding party within the rental time.
8. The Lessee must obtain permits for tents and/or electrical service which may include generators at the Community Development Department located on the second floor of City Hall, 151 Martin Street. The Community Development Department may be reached by contacting 248.530.1850.  
  
***The Community Development Department must give prior approval for setting up tents on City property. Rental parties may be required to use an approved company that is familiar with park rental rules and stipulations for tents. Anchoring of tents into the turf is not allowed; tents must be self-standing. It is the rental party's responsibility to provide electrical service. If electrical service is not available at the public park it is the responsibility of the rental party to provide a portable generator.***
9. All amplified sound must be at a level so as not to disturb the peace, quiet, comfort or repose of neighboring inhabitants and/or park users. Please see Sec. 50-74 of the City Code for specific decibel level prohibitions.
10. The City of Birmingham Department of Public Services shall attempt to provide its usual cleanup the day or morning before your reservation but cannot guarantee the condition of the site when you arrive. Public park sites reserved for wedding ceremonies are accepted in "as is" condition and no refunds will be provided as a result of weather or park conditions.
11. Decorations and/or all equipment must be removed at the conclusion of the scheduled event. The use of nails, tacks, screws, tape or the like to fasten materials to trees, park signs, walls or railings is prohibited.
12. All trash, litter or debris generated because of the event must be removed from the park. The rental party will be billed for any damages and/or cleanup required by city personnel.
13. The park site must be left in the same condition in which it was found for your event.
14. Vehicles must be parked in legal parking spaces on the street or parking structures. Vehicles are not allowed to drive off the main road system and may not access grassy areas, service roads, and/or sidewalk areas of the park.
15. Parking is not reserved or guaranteed for events held at parks.
16. Lessees and all guests, invitees and participants must comply with City park rules and regulations at all times, a copy of which may be obtained from the Department of Public Services.

**White-Applicant Copy**

**Canary-Office Copy**

**Pink-Division Copy**

17. To the fullest extent permitted by law, the Lessees and any entity or person for whom the Lessees is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement or the use of the City of Birmingham property. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.
18. In consideration of the acceptance of this Agreement with the City of Birmingham, Lessee and everyone acting with, by and through Lessee, do hereby waive, release and forever discharge any and all rights and claims for damages, losses and injuries which Lessee or Lessee's group may have or which may hereafter accrue to them against the City of Birmingham for any and all damages which may be sustained or suffered by Lessee or its group in connection with this Agreement.
19. The City of Birmingham shall not be responsible for any cancellation due to mechanical failure or any other problem with the facility that would prevent Lessee from utilizing the property. The City of Birmingham shall give the renter immediate notice of any such cancellation.
20. Refunds shall be made if a reservation is cancelled no later than two (2) weeks prior to the date reserved. The Department of Public Services shall retain a cancellation fee of 10% of the rental fee on all cancellations.
21. The Wedding Park Rental Agreement must be submitted with the facility use fee and security deposit. The applicable security deposit is refundable ten (10) days after the ceremony.

**FACILITY USE FEES**

**Shain Park:**

Weekdays/Weekends: Residents: \$200/ rental Non-Resident: \$400/ rental

**\$100 Security Deposit**

**All other City of Birmingham Parks:**

Weekdays/Weekends: Residents: \$70/ rental Non-Resident: \$140/ rental

**\$50 Security Deposit**

22. Application must include a detailed map of the event site. The application must include size and location of the following if applicable: Tents, Canopies, Tables and Portable toilets. There shall be no tents allowed at Shain Park. Weddings may be performed underneath the canopy area at Shain Park, but other locations in Shain Park may be requested.
23. I have read and fully understand the above wedding rules. I agree to abide by said rules and accept full responsibility to assure that my group and I comply. I understand that the area being reserved is an environmental park and needs to be treated with due respect. Failure to observe any of the above rules, or any park regulations, may result in loss of my security deposit. The City of Birmingham reserves the right to exclude any group from future rentals of public facilities based on a violation of any of its rules and procedures. Any property damage, breakage and or trash removal resulting from my reservation may be charged against my security deposit. If the security deposit does not cover full costs, I will be billed for the difference owed to the City of Birmingham. A staff representative from the Department of Public Services will inspect grounds prior to and after use.

I \_\_\_\_\_ have read and agree to abide by the rules and regulations that have been stated above.  
(Applicant's Signature)

Date Received: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

\_\_\_\_\_  
Department of Public Services, Representative