CALEDONIA TOWNSHIP

6461 Gillard Road Spruce, MI 48762 <u>Calhall@caledoniatwp.net</u> Phone: (989) 916-5258 – Jennifer

TOWNSHIP HALL RENTAL AGREEMENT

IT IS, HEREBY, AGREE	D by and between (Name)			_,
(Address)	[0	City)	(Zip)	_
(Phone)	, hereafter called the Renter and the Caledonia Township Board, that the			
Renter shall rent the	Caledonia Township Hall for the foll	owing dat	e(s):	
For the purpose of a _	(Wedding Reception; Banquet, etc.) for the			
Rental Fee of \$	and a Security Depos	sit Fee of \$	5100.	

- 1. WITNESSTH THAT: Caledonia Township Board in consideration of the covenants made by the Renter, herein, hereby leases to the Renter for the use of said Renter only that property of the Caledonia Township Hall, including the Caledonia Township Hall's parking lot for the Renter and the Renter's guests and on the date(s) indicated above this paragraph.
- 2. FEE: Upon payment of a full day Rental Fee of \$250 Resident/\$350 Non-Resident/\$125 for a half day of 4 hours Resident/\$175 for a half day of 4 hours Non-Resident (Circle One) plus a Security Deposit of \$100, the Caledonia Township Board agrees to permit the Renter to have exclusive use of the property described above. A Winter heat fee of \$30 will be applied November 1st thru March 31st.
- 3. **RESERVATION TERMS:** A Security Deposit of \$100 is required before any rental date **is confirmed.** Non-confirmed dates are on a first-come, first-serve basis. The Rental Fee selected above must be paid no later than one (1) week before the scheduled rental date. Deposit refunds will only be issued to the person who signs the Rental Agreement. When mailing the Security Deposit and/or Rental Fee, the check/money order must be written out to the **"Caledonia Township Treasurer."**
- 4. **DECORATION/SET-UP:** Renter will be allowed to decorate no earlier than 4:30 p.m. on the day before the rental date or 2 hours prior to the half-day (4 hours) after the hall briefing by the Township Custodian. Tables and Chairs shall **not** be stood upon and shall **not** be removed from the Township Hall.
- 5. **MINIMUM AGE:** Renter must be twenty-one (21) years of age to rent the Caledonia Township Hall and must provide proper identification.
- 6. HOURS OF USE: Said property is available for use beginning at 4:30 p.m. on the day before the event and ending at 11:00 a.m. on the day after the event. For half-day (4 hours), said property is available for use 2 hours prior to and 2 hours after the rental period. Renter must shut off lights in restrooms, hall, hallway, bar, kitchen and janitor room and all other lights that are in use.

- 7. **FOOD:** If Renter is utilizing the services of a caterer, the caterer is required to provide a copy of their Catering License or a copy of a ServSafe Certificate. Brown tables must be used for hot food containers, electrical units, etc. No RED liquids.
- 8. **DECORATIONS:** Only freestanding decorations may be used. No decorations are to be affixed to walls, ceilings windows, doors, tables or chairs, etc. Tables and chairs shall **not** be stood upon and shall **not** be removed from the Township Hall.
- 9. **CLEAN-UP:** Renter is required to mop up any liquid spills during their rental period. Boxes placed in the dumpster must be flattened. Dumpster must remain locked at all times. Renter must take all their belongings, empty garbage containers and put tables and chairs back in their original location. Renter must pick-up any outside debris and cigarettes from their event.
- 10. **SECURITY:** It shall be the Renter's responsibility to secure and maintain security at the sole expense of the Renter. Renter will inspect, prior to leaving the building, that all doors are locked.
- 11. **SMOKING:** Smoking is strictly prohibited inside the Caledonia Township Hall. Smokers must use the outside smoking containers and must be 25 feet away from all doors.
- 12. **LEGAL:** Renter shall comply with all the laws of the United States of America and the State of Michigan, and with all ordinances of Caledonia Township in its use, and will not permit any action on said property in violation thereof. If there are any violations of the terms or conditions of this Agreement, Caledonia Township shall have exclusive right to immediately void this Agreement without notice or refund, and Caledonia Township may pursue all of the rights and remedies at law or inequity including, without limitation, the right to recover court costs, or attorney fees arising out of the Renter's said use of the property and to indemnify and hold harmless from and against any judgment based on any such claims.
- 13. **CANCELLATION:** It is Caledonia Township's policy for the cancellation of a Township Hall Rental that notice must be received, **in writing**, **thirty (30) days prior** to the rental date for refund of the Security Deposit.

14. INSURANCE:

Private Function: Renter hereby acknowledges notice that Caledonia Township is not providing Renter with "Host Liquor Liability" or "Liquor Liability" coverage. If the Renter furnishes alcoholic beverages at a private function, Caledonia Township strongly recommends that the Renter acquire appropriate liquor liability coverage. Renter shall submit to Caledonia Township evidence of general liability insurance (may be from Renter's homeowner's or renter's insurance, if appropriate) showing limits of liability not less than \$300,000, **prior** to the event. Renter agrees to comply with Paragraph (12) above. No alcohol is permitted outside the Township Hall.

Event with Alcohol: Renter hereby acknowledges notice that Caledonia Township is not providing "Host Liquor Liability" or "Liquor Liability" coverage whatsoever, nor is Caledonia Township to be considered a licensee when applying to the Michigan Liquor

Control Commission (MLCC) for a special liquor license. If the Renter furnishes alcoholic beverages at the event, and persons attending the event are charged an entry fee, or are required to purchase tickets in advance, or Renter has a cash bar, then the Renter must provide evidence that they have complied with the Michigan Liquor Control Commission requirements. It is understood and agreed the Renter is the licensee of the liquor bond and shall have sole responsibility for any and all liability relating to said license. Additionally, Renter shall obtain and maintain, at their sole expense during the duration of the event, general liability insurance with limits of liability not less than \$300,000 **prior** to the event. Renter further agrees to comply with Paragraph 12 above. **No** alcohol is permitted outside the Township Hall.

Event with NO Alcohol: Renter hereby acknowledges that no alcoholic beverages will be furnished by the Renter or consumed at Renter's event. Renter shall submit to Caledonia Township evidence of general liability insurance (may be from Renter's homeowner's or renter's insurance, if appropriate) showing limits of liability not less than \$300,000, **prior** to the event.

- 15. **PERSONAL PROPERTY:** Caledonia Township assumes no responsibility whatsoever for any property placed in or on said described property by Renter and/or Renter's guests and Caledonia Township is hereby expressly released and discharged by Renter from any and all liability for such loss. All personal property must be removed from described property at the conclusion of the event.
- 16. **MAIL:** All required copies, certificates, Security Deposit, Rental Fee and any other correspondence are to be mailed to: Caledonia Township, P.O. Box 7, Spruce, MI 48762.
- 17. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this Agreement shall be at the discretion of Caledonia Township.

IN WITNESS WHEREBY, Caledonia Township, a Municipal Corporation, by its duly appointed officers or agent and the Renter named above have caused this Agreement to be signed on the date and year first above written.

RENTER: I agree to the above terms and conditions. I recognize and am fully aware that if I determine not to purchase separate "Host Liquor Liability" or "Liquor Liability" insurance for this event, I may be held solely and personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event.

I **DO INTEND** or **DO NOT INTEND** to serve Alcohol at this event. (Circle One)

Inventory Checklist Attached.

Signed:

Date:_____

Agreement Updated May 2018

Ву:_____

Signature