

Hall/Recreation Building Usage Policy/Contract

HALL CAPACITY	300	RECREATION BUILDING CAPACITY	50
<u>SEATING FOR</u>	<u>220</u>	<u>SEATING FOR</u>	<u>30</u>
Hall Deposit	\$150.00	Rec Building Deposit	\$75.00
Sunday-Thursday	\$200.00	Rec Building Use	\$75.00
Friday and Saturday	\$450.00	Annual Usage with Board approval	\$100.00
Funerals	\$75.00		

The Bangor Township Board, of Bay County, Michigan, Lessor, in consideration of the agreements on behalf of _____, Lessee, below as set forth, hereby leases to Lessee the following facilities of Bangor Township on _____, _____ no earlier than _____ (a.m., p.m.) to no later than _____ (a.m., p.m.). **You may only use the hall/recreation building on the date of rental.**

LESSEE, in consideration of said leasing agreement, agrees as follows:

- ◆ To pay for use of said premises and equipment \$ _____. Said amount to be paid on or before _____, _____. If full payment is not received by the Township 30 days prior to rental, this contract shall be considered void and deposit shall not be refunded.

- ◆ Lessee agrees to provide \$_____ as a deposit for loss and/or damage to furniture or fixtures, equipment, and other real and personal property and for failure to comply with any terms of this contract, arising out of the Lessee use of the hall/recreation building. **Said deposit amount to be refunded in full if all contract provisions are upheld and no loss or damage occurs.**

- ◆ **It is my responsibility to pick the key up for the rented building on _____, between 8:00 a.m.-5:00 p.m. Failure to get the key during this time will result in an automatic reduction of \$25.00 from the deposit. Failure to return the key by the next business day will also result in a \$25.00 reduction from the deposit. _____ Initials**

- ◆ Lessee agrees to:
 1. Take paper and plastic products off tables, including tape.
 2. Wipe off tables and chairs.
 3. Put chairs and tables on the racks. Store them in closet, if applicable.
 4. Sweep and mop floors.
 5. Empty all baskets and place trash in dumpster.
 6. Make sure kitchen is cleaned, if applicable.
 7. Empty refrigerator and cooler, if applicable.

All items must be removed from the hall on the date of the rental.

Failure to properly clean the hall/recreation building as directed above will result in an amount of money, equal to the Custodian's time spent in cleaning, being deducted from the deposit. Lessee shall be liable for the full cost of any repairs for damages caused by Lessee, or anyone in or around the premises in connection with Lessee's use thereof. Lessee agrees that said premises will not be used for any other purpose than _____.

- ◆ Per the International Fire Code, candles and other open flame devices shall not be used in places of assembly or in drinking or dining establishments. Decorative materials shall be of the flame-retardant type. Aisle width shall be a minimum of 36" if seating is on one side, width shall be a minimum of 45" if seating is on both sides. No obstruction shall be placed in the required width of any aisle or exit way.
- ◆ Lessee agrees to leave the premises and contents in as good condition as when occupied: decorations shall not be nailed to the walls or affixed to light fixtures or fans. **No dragging of tables. Painters tape only. No duct tape. Glitter, confetti and helium balloons are NOT allowed.**
- ◆ Cancellations 60 days or more prior to the event will receive a 50% refund of deposit. Cancellations less than 60 days will forfeit the entire deposit.
- ◆ Approved refundable deposits will be mailed out within 14 business days following the event unless other arrangements are made with the Clerk's Office.
- ◆ This lease is voidable by Lessor if Lessee assigns this lease without the written consent of Lessor and all deposits are forfeited by Lessee as liquidated damages.
- ◆ Lessee agrees to allow any authorized law enforcement officer full access to said premises at all times and authorizes said law enforcement officers to remove from said premises any person(s) violating any state and/or local laws.
- ◆ Lessee agrees to abide by all the laws of the State of Michigan.
- ◆ The law enforcement officers have the authority to terminate the lease in the event of a breakdown of order, or in other circumstances where the best interest of Bangor Township is not served.
- ◆ Reduced rental fee for 50th wedding anniversary parties if renter is Township resident. No Saturday rentals. Refundable deposit is required.

REC BLDG & SUNDAY: Admission to building 7:00 a.m. Hall must be vacated by 10:00 p.m.

MONDAY-THURSDAY: Admission to building 9:00 a.m. Hall must be vacated by 10:00 p.m.

FRIDAY: Admission to building 9:00 a.m. Hall must be vacated by 1:00 a.m.

SATURDAY: Admission to building 7:00 a.m. Hall must be vacated by 1:00 a.m.

FUNERALS: Admission to building 9:00 a.m. Hall must be vacated by 7:00 p.m.

ALL DOORS MUST BE LOCKED WHEN LEAVING THE HALL!

INSPECTION BY TOWNSHIP:

The hall/recreation building will be checked by a Township employee after each rental. If the hall/recreation building was not cleaned according to the Township's specifications, or if items are missing, a deduction will be made from the deposit amount.

IF ALCOHOL IS ON PREMISES, SECURITY IS REQUIRED!

IF ALCOHOL IS ON THE PREMISE:

1. In the event Lessee desires to serve alcoholic beverages, Lessee shall provide the name of the serving establishment to the Township 30 days prior to the rental date. Lessee agrees that the establishment will provide a certificate of insurance evidencing coverage of liquor liability insurance in the amount no less than \$1,000,000.00. Combined Single Limit, to the Township 30 days prior to the rental date.
2. **In the event the Lessee is providing their own service, they must furnish to the Township, evidence of liability coverage in an amount of not less than \$300,000.00 not less than 30 days prior to rental. Lessee agrees to abide by all Michigan Liquor Control Laws.**
3. Lessee shall indemnify and save Lessor harmless from and against any and all loss, cost (including attorney's fees), damages, expenses from any and all claims for bodily injury (including death resulting therefrom and including statutory liability under worker's compensation laws to the fullest extent provided by law), personal injury or property damage from any source whatsoever arising out of the use of, occupancy of, operation of, conduct in or about, serving or furnishing of or consumption of alcoholic beverages in or around, or rental of the demised premises, or the sidewalks or alleyways adjoining the premises. This shall not apply if such damages shall have been due to the sole liability of Lessor or agents.
4. IN THE EVENT THAT THE LESSEE IS A NON-INDIVIDUAL (GROUP OR ORGANIZATION), THE FOLLOWING PARAGRAPH SHALL APPLY. Lessee agrees to provide a certificate of insurance naming as additional insured Charter Township of Bangor, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. (This clause is waived for individuals.)

LESSOR: BANGOR TOWNSHIP BOARD MICHIGAN LIQUOR LIABILITY LAWS INCLUDE, BUT ARE NOT LIMITED TO:

1. Minors are prohibited from consuming and/or serving liquor.
2. Bartenders are prohibited from consuming alcoholic beverages while on duty.
3. Alcoholic beverages are not to be served to any intoxicated person (visibly intoxicated or not).
4. No alcohol is allowed outside the building or in the hallways.

For a complete copy of the law, CONTACT THE MICHIGAN LIQUOR CONTROL COMMISSION.

SECURITY:

If alcohol is on the premises, two (2) security guards are required. A copy of the signed contract with a security company is required 30 days prior to the rental. **If no contract or proof of security is presented, the contract for the rental will be considered void and no refund will be given.**

SUMMARY OF CHARGES

SECURITY DEPOSIT: \$ _____

HALL RENTAL: _____

WILL ALCOHOL BE SERVED? (mandatory) YES NO

RECREATION BUILDING RENTAL: _____

TOTAL CHARGES: _____

ANNUAL RENTALS (Recreation Building only):

How many weeks/months (circle one) per year? _____

DEPOSITED: \$_____ BALANCE: \$ _____

Balance is due no later than _____

BALANCE IS DUE 30 DAYS PRIOR TO RENTAL DATE

DATE: _____ LESSOR: BANGOR TOWNSHIP BOARD

BY: _____

Please print clearly and sign at the bottom.

DATE: _____ **REFUND TO:** _____
(If paid by check, should be same name as on check)

ADDRESS: _____
(Address, City, State, Zip)

PHONE #: _____

I have read and understand this Hall/Recreation Building Usage Policy/Contract and am aware of all of the conditions therein.

LESSEE: _____

SIGNATURE: _____

ADDRESS: _____
(Address, City, State, Zip)

PHONE #: _____