



**Tuscola County Fair Association
Midway Hall**



Rental Agreement

Date of Event: _____ **Time:** _____

Day of the week: _____

Type of event: _____

Venue Space Reserved: **Small Conference Room** **Full Building**

Approximate Number of Guests Attending: _____

Rental Agreement "Terms and Conditions" (hereafter "Agreement"), executed by the undersigned parties constitutes an agreement for the rental and use of property managed by Tuscola County Fair Association (hereafter "owner"), known as Midway Hall. Regarding the terms and conditions of use, the undersigned parties agree as follows:

1. PARTIES. The parties to this Agreement include the following:

Owner: Tuscola County Fair Association – Midway Hall
Venue Address: 700 S. Almer Street, Caro, MI 48723
Mailing Address: 362 Green Street, Caro, MI 48723
Phone: (989.673.2161) email: tuscolacountyfair@hotmail.com

Client <<<< Please Print >>>> **Client**

Primary Client Renter Information: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Alternate Phone:** _____

Email: _____

Additional Client Renter Information: **Not Applicable**

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

The above Client renters shall be referred to collectively hereinafter as Client(s). Each of the clients are jointly and severally responsible for the obligations contained in this Agreement.



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2. GENERAL RENTAL INFORMATION.

A. Food & Beverages:

Caterer: Caterers shall have all necessary licenses and permits as required by the State of Michigan, Tuscola County Health Department, and any other applicable regulatory entities. Midway Hall has one warming kitchen that is to be used for final food preparation, plating and bussing. Midway Hall does not provide dishes, pots, pans, knives, utensils, etc.

B. Alcoholic Beverages: **Private Event** **Event Open to the Public**

Client(s) intends to serve alcohol? Yes _____ NO _____

Client(s) intends to sell alcohol? Yes _____ NO _____

(All Applicable Permits for Alcohol sales must be obtained by Client) Initials: _____

The host of a party, the 'Client(s)', acknowledges responsibility for the proper and lawful consumption and distribution of alcoholic beverages at Midway Hall during the event described in this contract. Alcoholic beverages will be served in accordance with all applicable laws and regulations for the State of Michigan, and shall not be served to anyone under the age of 21, or to any person who appears to be intoxicated. Identification and proof of age shall be required for persons obtaining alcohol. The alcoholic beverage services will end no later than 11:30 pm.

3. ITEMS INCLUDED IN RENTAL. The following items or services shall be included in the rental rate:

8' Rectangular Tables (25) 195 Chairs Bathrooms

Warming Kitchen (large refrigerator, small chest freezer, small microwave, gas stove)

4. ITEMS EXCLUDED FROM RENTAL. Any item or service not identified in Section 3 hereinabove is excluded from rental under this Agreement.

5. HOUSE RULES:

A. Restrictions:

- **Decorations are limited to table top, or stand-alone decorations. Taping, tacking, nails, stapling, or hanging, of decorations on ceilings/walls/sound panels or other areas are strictly prohibited.**
- Confetti, glitter, or other fine product, may not be used for decoration or celebration.
- Pets/Animals of any kind, excluding certified leader/service animals, not permitted.
- Writing on floors, walls, ceilings, tables or chairs is not permitted.
- Horseplay, running, rollerblading, skateboarding, bikes, or ball type games, are not permitted. Enter/Exit through designated doors. No person shall engage in any disturbance, fight, quarrel or altercation on the premises.

B. Candles, if used, must be contained, no open flame.

C. Fog machines, pyrotechnics, and paper lanterns are not permitted inside Midway Hall.

D. Clients must provide an available cell phone in venue during rental for emergency calls.



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E. Clients are responsible for cleaning up of all trash/rubbish from tables, floors, kitchen, counters, trash cans, etc. and place it in the dumpster provided. Sweep & mop all floors.

F. Report all breakage/damages.

G. Noise/Music must be kept at acceptable levels, within local noise ordinances, and end by 11:00 pm. No loud, offensive, disruptive behavior.

H. Unfortunately, throwing of rice or other substances is traditional, it creates environmental hazards/concerns and shall not be done inside. Consider outside use of bubbles or bird seed.

I. It is the responsibility of the Client to ensure that all minors are supervised.

J. Midway Hall is a non-smoking facility. Smoking is permitted 20 feet from any door, please use ash receptacles when provided.

K. Everything must be removed from Midway Hall at the end of the event, unless other arrangements are made in advance.

L. Any evening event, must conclude by Midnight, including leaving the hall no later than 1:00am.

6. RENTAL RATES AND FEES. The client(s) agree to pay the following rates and fees:

The client(s) agree to reserve: Conference Room Full Building

FEE STRUCTURE

SUNDAY - THURSDAY:

Small Meeting/Conference Room \$25.00/hr.

Entire facility \$65.00/hr. Max of \$350 for 12 hours

Reservation Fee Non-Refundable \$50.00

FRIDAY & SATURDAY:

Small Meeting/Conference Room \$25.00/hr. Entire Facility 8am-4pm \$65.00/hr.

4pm – Midnight \$750.00

Reservation Fee Non-refundable (applied to total bill) \$100.00

Alcohol at any Event: \$75.00

Insurance Coverage for Alcohol Use Required: Client Must Provide.

\$1,000,000.00 Liability Rider must be obtained by Client, and proof provided, listing the Tuscola County Fair Association and the City of Caro as 'Also Insured' if alcohol is served.

ALL USAGE: \$200.00 Security Deposit

Cleaning Fee/Service Available for \$200.00



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- A. **Reservation fee (non-refundable)** must be paid to reserve and hold date of event.
Paid: \$ _____ Date: _____ Client Initials: _____
- B. **Security Deposit:** Due Minimum 30 days prior to the event. (Date Due: _____)
Paid: \$ _____ Date: _____ Client Initials: _____
- C. **Balance due:** Due Minimum 30 days prior to the event. (Date Due: _____)
Paid: \$ _____ Date: _____ Client Initials: _____
If the client(s) fail to pay the Balance Due, or before the above due date, the reservation will be cancelled and all monies paid forfeited.
- D. **Cleaning & Repair Fees.** Additional charges may be made for actual or estimated repairs or cleaning costs to restore venue, grounds, equipment, or other property to the same condition prior to Client(s) use of the venue.
7. **CANCELLATIONS.** All cancellations must be made in writing and delivered at least 30 (30) calendar days prior to the Event Date in Section 2 hereinabove. There are no Reservation Fee refunds. Client(s) is responsible for payment in full if event is cancelled within 30 days or less, of the event date. Client(s) recognize that the foregoing cancellation policy is not punitive, but reflect foregoing actual or potential business opportunities in reserving the venue for Client(s) and diminished ability to rent the venue within 30 days or less to an event.
8. **PAYMENTS.** All payments due herein shall be made using cash or personal check. **Checks shall be made payable to "Tuscola County Fair"**. Any personal check for insufficient funds is subject to a \$50.00 returned check fee. Total contract fees must be paid 30 days prior to the Event Date.
9. **CONDITIONS OF THE PREMISES.** Client(s) shall leave the property (Midway Hall) in the same or similar condition as when the client(s) entered. Client(s) shall be responsible for any damage caused to Midway Hall beyond ordinary wear. Such damages may exceed the Security Deposit at which point, the client(s) would owe the balance.
10. **RESPONSIBILITY AND SECURITY.** The Client(s) agrees that Midway Hall of the Tuscola County Fair Association, and its Officers, Board of Directors, and members, shall not be liable for delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to; Acts of God, fires, weather conditions, power outages, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government, or any other civil or military authority. The Tuscola County Fair Association, Officers and Board of Directors, does not accept any responsibility for damage to or loss of any articles or property at Midway Hall, prior to, during, or after the Event Date. The Client(s) agrees to be responsible for any damage done to Midway Hall by the Client(s), their guests, invitees, employees, or other agents under the Client(s) control. Further the Tuscola County Fair Association, Board of Directors and members, shall not be liable for any loss, damage, or injury of any kind or character to any person or property caused by or arising from any act or omission of the Client(s), or any of their guests, invitees, employees, or other agents from any accident or causality occasioned by the failure of the Client(s) to maintain the premises in a safe condition or arising from another cause. The client(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Midway Hall – The Tuscola County Fair Association, Board of Directors, and members for any such loss, damage, or injury of the Client(s), and hereby agrees to indemnify and hold the Tuscola County Fair Association free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising therefrom, including but not limited to attorney fees, court costs, and consequential damages.
11. **SECURITY.** Security is required for all events open to the general public serving alcohol. Security is recommended for private events where alcohol is served (such as wedding receptions, fundraisers, wine-tasting, corporate parties/receptions, etc.). The client shall be responsible for obtaining and paying for the necessary security service. The client(s) remain responsible for any damage to facility.



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- 12. INSURANCE.** For business rentals, certificate of insurance is required for general liability. For personal rentals, proof of homeowners or renter’s insurance is required. A certificate of proof of insurance must be submitted at least 30 days prior to the Event date.
- 13. SEVERABILITY.** In case any one or more of the provisions, or portions of provisions, of this agreement shall be deemed by any legal authority to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.
- 14. MODIFICATION.** No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties.
- 15. OPPORTUNITY TO REVIEW.** By executing this Agreement, the undersigned parties warrant and represent they have reviewed, including being presented a copy of the rental fees and after such review or opportunity to review have read and fully understand all terms and conditions pertaining to this agreement.
- 16. GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Michigan, without regard to conflicts of law principles.
- 17. ATTORNEY FEES.** If any legal action is commenced or maintained in court, whether in law or inequity, by any part of this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this document or any document, provided herein, the prevailing party in any such action shall be awarded its reasonable attorney’s fees together with all reasonable costs and expenses incurred in such action.
- 18. PHOTOS.** Permission is granted to Midway Hall – Tuscola County Fair Association, and its Board of Directors, and members, to utilize my name, likeness, caricature, voice, biographical, material in any and all manner and media, in perpetuity. I freely give this release without any further consideration.
- 19.** Tuscola County Fair Association, reserves the right to have a representative(s) assigned by them, to attend any function at Midway Hall, to monitor the event. Violation(s) of this agreement on behalf of the Client(s) will result in an automatic forfeiture of the Security Deposit and cancellation of event.
- 20.** It will be the renter’s responsibility to ensure all governmental regulations/orders/requirements, in regards to health and safety are followed and fully complied.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement along with the attached Terms and Conditions to be duly executed as of the day and year first hereinabove written.

FOR CLIENT(S):

Signature: _____ **Date:** _____

Printed Name: _____

Signature: _____ **Date:** _____

Printed Name: _____

FOR MIDWAY HALL – TUSCOLA COUNTY FAIR ASSOCIATION:

Signature: _____ **Date:** _____

Printed Name: _____

Checks are to be made out to: Tuscola County Fair Association, return form to: 708 W. Sherman Street, Caro, MI 48723