

## MICHIANA VILLAGE HALL & PAVILION RENTAL AGREEMENT

I, \_\_\_\_\_ (hereinafter referred to as "Renter"), enter into this Agreement with the Village of Michiana to rent the Hall/Pavilion on \_\_\_\_\_, 2024, from \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, under the following terms and conditions. Number of Guest \_\_\_\_\_

(Begin time)                      (End time)                      (Name of Activity)

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The Michiana Village Pavilion & Hall is owned by the people of the Village of Michiana, and it is supported by tax dollars, State Revenue Sharing Funds, and nominal charges for its use. In order that all may continue to benefit from this community space, a few necessary regulations are listed below.

1. **Rental Fee, Cleaning and Deposit** – Renter agrees to pay rental fee in the amount of \$\_\_\_\_\_ for the use of the Pavilion/Hall pursuant to the terms set forth below. Renter further agrees to pay a deposit in the amount of \$\_\_\_\_\_ to secure a reservation for the date and time stated above. Rental fee is due at the time of key pickup by 4:00 pm on the Thursday prior to the event.

**Hall Rental Fees:**

Resident - \$500.00 deposit/ \$300 rental full day/ \$150 part day rental  
Non-Resident - \$500 deposit /\$400 rental full day/ \$200 part day rental

**Pavilion Rental Fees: Hours of Rental:**

Resident- \$100 deposit/ \$100 rental full day/ \$50 part day rental  
Non-Resident- \$200 deposit/ \$200 rental full day / \$100 part day rental

*\*Cleaning fee built into rental cost*

2. **Cancellation** – renter may cancel this Agreement under the following terms and conditions:
  - a. Any request to cancel this Agreement shall be made **in writing by original signatory** to the Village of Michiana, c/o the Village Clerk.
  - b. The Village shall give a full refund of the deposit/rental fee if a written cancellation request is received by the Village Clerk **at least one month prior** to the rental date stated above.
  - c. The Village shall give a partial refund of 50 percent of the deposit/rental fee received if the renter provides written notice of cancellation seven (7) days prior to the rental date stated above.
  - d. The Village will not be obligated to provide a refund of any portion of the rental fee or deposit if the Village does not receive written notice of cancellation from the renter seven (7) days prior to the rental date stated above.
3. **Rules and Regulations** – Renter agrees to the following rules and regulations:
  - a. **Responsible party** Must be 21 years of age or older
  - b. Alcoholic beverages are **NOT** allowed in the Village Pavilion or on Village property. Unless insurance is provided.
  - c. Smoking is prohibited at the Pavilion and on all public property surrounding the Pavilion.
  - d. Children must be supervised at all times.
  - e. All tables and picnic table benches must be returned free from any tape, gum, or other materials after the rental.

- f. Do not deface the pavilion, do not put holes in or tape to the posts for hanging items, and no writing is allowed on any permanent surface.
  - g. Renters must place all trash from the gathering into appropriate trash bags, and Renter shall remove all trash bags from the Pavilion. Renter may use the trash receptacles on the premises for placement of trash bags.
  - h. Renter shall ensure bathrooms are clean after the rental concludes.
  - i. Renter ensure that the stove and oven are turned off.
  - j. The Village does **NOT** provide any consumable products, including but not limited to **paper towels, table coverings**.
  - k. Renter must turn off all lights, make sure all doors are locked upon leaving.
  - l. Renter must receive council approval for placement of an **outdoor tent. Fee to be determine.**
4. **Damages** – Pursuant to the rules and regulations set forth above, Renter further agrees to the following:
- a. Renter shall leave the Pavilion in the same condition as existed when renter took possession.
  - b. Renter agrees to reimburse the Village for the cost of all damages over and above their deposit.
  - c. Any excess cleaning cost incurred by the Village as a result of Renter’s use of the Pavilion will be deducted from the deposit. Renter agrees that the Village shall determine the cost of any such damages or excess cleaning, and Renter agrees to be bound by the Village’s determination. In the event that the deposit is not sufficient to pay for such costs, the Village will bill Renter for the unpaid balance, and Renter agrees to pay the unpaid balance within 14 days of receipt of the bill. \_\_\_\_\_ ***Initial***
5. **Prohibited Activities** – Renter is prohibited from engaging in any activities that violate any zoning ordinance or local, state, or federal law, ordinance, or regulation.
6. **Indemnification** – The Renter agrees to conduct Renter activities upon the premises so as not to endanger any person lawfully thereon, and to indemnify and save harmless the Village from and against any and all claims, action, damages, liability, demand, expenses, and/or attorney fees for loss of life, personal injury, and/or damage to property (including claims of employees of the Renter or contractor, sub-contractor, invitee or licensee) arising from and /or out of the occupancy and/or use of the rented premises or any part thereof by the Renter, or any other part of the Village’s property occasioned entirely, or in any part by any act or omission of the Renter, the Renters’ agents, contractors, sub-contractors, and/or employees. For organizations or commercial activities, a certificate of insurance naming the Village, its employees, agents and officers as an additional insured must be provided prior to rental activity.
7. **Unlawful, Improper, or Offensive Use** – The Renter shall not make nor allow to be made by any persons, the unlawful, improper, and/or offensive use to the rented premises.
8. **No Sub-lease** – The Renter will not assign, transfer, convey, and/or sublet this rental agreement of said premises or any part thereof without the specific written consent of the Village.
9. **Nuisance** – The renter shall be responsible for and shall pay all damages and charges sustained by the Village or any other person/persons for any nuisance made or suffered during the term of the use of the premises, sidewalks, parking areas or ways boarding thereon and resulting from the activities of the Renter, employees, contractors, sub-contractors, invitees, and/or licensees.
10. **Mandatory Meeting** – The Renter agrees to attend a mandatory 10-15 minute meeting to review Rental Agreement with the Pavilion rental Coordinator. This will be done at the time of key pick-up for scheduled event/activity. Any questions or concerns regarding use of the facility or rules and regulations should be clarified at this time, as nonconformance will result in partial or total forfeiture of deposit.
11. **Other Provisions and/or Conditions** – The Village will not be liable of any damages, injuries, or losses resulting for the use of accessory items brought onto Village property by the Renter or anyone acting on the Renters

behalf; this includes, but is not limited to, blow up jumpers. The Renter will assume all responsibility and liability for these items through their personal homeowner's insurance.

12. **Acknowledgement** – Renter acknowledges that this rental agreement has been read in its entirety and Renter understand and agrees to the provisions and conditions set forth herein.
13. **“Non-for-Profit Organization”** - shall obtain a special event one-day liquor license though Michigan Liquor Commission if there will be alcohol sold during the event. You are also required to provide proof of Liquor Liability Insurance with a minimum limit of \$1,000,000 that names the village as an additional insured. “Private Party” shall be required to provide proof of Host Liquor Liability with a minimum limit of \$1,000,000 that names the village as an additional insured if they will be serving alcohol during their event.

Circle One: **Yes - Alcohol**

**No - Alcohol**

**Insurance Policy Attached**

Printed Name of Renter/Resident \_\_\_\_\_

Signature of Renter/Resident \_\_\_\_\_

Home Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Alternate phone \_\_\_\_\_

Date of Agreement \_\_\_\_\_ Driver License # \_\_\_\_\_

\_\_\_\_\_

Deposit Fee Paid (Date, Amount and Check #)

\_\_\_\_\_

Rental fee Paid (Date, Amount and Check #)

Paid By (signature) \_\_\_\_\_

Paid By (signature) \_\_\_\_\_

Print Name:

Print Name:

**HOLD HARMLESS CLAUSE:**

The \_\_\_\_\_ agrees to defend, indemnify and hold harmless the Village of Michiana from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from \_\_\_\_\_ by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the \_\_\_\_\_ or by third parties, or by the agents, servants, employees or factors of any of them.

**This agreement shall not be valid unless approved by the Village Clerk.**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Clerk's Signature**

