

Township of Lovells, Crawford County, Michigan

Township Hall & Pavilion Rental Agreement

Located at 8405 Twin Bridge Road, Grayling, MI 49738

Approved by the Township Board on 7/12/2011

This rental agreement is between the Township of Lovells, Grayling, MI and Renter _____, and addresses the rental/use of the Township Hall _____, the Township Pavilion _____, or both facilities _____ on _____, from _____ AM/PM to _____ AM/PM/Midnight.

To rent the Township Hall or use the Pavilion one must be 21 years of age or older. Neither the Hall or the Pavilion can be rented for profit making purposes, "cover" or "entrance fees" must not be charged, and bachelor or bachelorette parties are not permitted. If alcohol is served it **must not** be sold and the renter assumes all responsibility to ensure that alcohol is only served to guests twenty one (21) years of age or older.

If there is any gaming activity planned during this rental/use period, such as a raffle or any other type of "game of chance", the renter/user must first secure the appropriate gaming license from the State of Michigan.

Dogs are permitted within and around the Pavilion provided (1) they are on a leash and under the control of their owner at all times and (2) the dog owner comes prepared with "baggies" or the like to clean up after the dog(s) and (3) that any required clean up is accomplished promptly and completely.

To qualify for the resident rental rate for the Hall the renter must be a Lovells Township resident or taxpayer, renting the Hall for his/her use, the use of his/her son/stepson/, daughter/stepdaughter, or parent(s)/grandparent(s).

The rental payment must be made by the renter; no second party checks will be accepted. The Township Hall capacity is 100 persons but there is no capacity limit for the Pavilion. Each facility must be left as it was when rented or be subject to a **minimum** \$50 cleaning fee.

Individuals and non-profit organizations/groups who wish to rent the Township Hall and/or Pavilion must show evidence of current "personal liability" insurance coverage in a minimum amount of \$100,000.00, and that insurance policy must be in the name of the renter. Personal liability insurance is typically part of a homeowners or renters insurance policy, and a copy of that policy must be attached to and therefore becomes part of this rental agreement.

The Township shall not be liable for any personal injury or property damage occurring on or to the Township premises or to any person(s) thereon or therein which results from (1) a loss of property by theft or burglary, (2) accidental damage to person(s) or property on

or about the Townships premises caused by the use of any utility on the premises, (3) any damage caused by the action of natural elements, (4) or damage or injury resulting from the conduct of the employees of the Township, whether negligent or otherwise. The Renter shall not make any claim against the Township for any loss or damage described herein.

The Renter shall be responsible for the application of insurance proceeds, if any, to the repair or replacement of the Township premises or property necessitated by any damage(s) caused by the above circumstances. If the damage was not insured against, the Renter shall repair or replace the Townships premises or property solely at the Renters expense.

The Township shall not be liable, in any manner, for any loss, injury or damage incurred by the Renter from acts of theft, burglary, or vandalism committed by identified or unidentified parties.

The Township shall not be liable to the Renter, or to the agents, employees, customers, patrons, visitors or guests of the Renter, for any injury or death occurring in or about the Township's premises or adjoining areas, and the Renter shall indemnify the Township against all claims by any agents, employees, customers, patrons, visitors or guests of the Renter.

The Renter shall be liable for the loss, damage or injury resulting from structural defects of the Township's Hall and Pavilion if the structural defects are not caused by the negligence of the Township, and the Township shall not be obligated to indemnify the Renter with respect thereto.

By their signature below the renter/user certifies that they have a full and complete understanding of all rules, procedures and policies contained in this Rental Agreement and the Lovells Township Rental Rates policy, a copy of which has been provided to them.

Signed on _____ 20____

By _____ for Lovells Township, MI

Renter(s) Signature _____

Attachment: Copy of Personal Liability Insurance Policy

Township of Lovells, Crawford County, Michigan
Rental Rates for the Township Hall
Established by the Township Board on 7/12/ 2011

The following rental rates, which are based upon the status of the renting individual(s) or organization(s) are hereby established by the Lovells Township Board.

Rental of the Township Hall includes the kitchen and bathrooms. If desired, it also includes use of the Pavilion and exterior Fire Barn bathrooms. *All* reservations, for Hall rental or Pavilion use, are *strictly* on a first come, first served basis.

A cleaning deposit of \$50.00 *plus* the Hall rental fee is due at the time Hall reservations are made by a resident, taxpayer, or non-resident. Until *both* the cleaning deposit and the rental fee are paid, there *is no* confirmed reservation. Funeral Use, Non-profit Organizations/Groups and Government Agency users are only required to post the cleaning deposit of \$50.00 in order to make a confirmed reservation.

Reservations for the Hall cancelled 14 days or more before the rental date will receive a refund of both their cleaning deposit and Hall rental fee, if applicable. Reservations cancelled less than 14 days before the rental date will receive a refund of the cleaning deposit only, *unless* a replacement rental is booked for that same date.

The cleaning deposit of \$50.00 is *only* a deposit. Should the Hall, Pavilion, or both be left in such condition that they require cleaning in excess of the \$50.00 cleaning deposit, the *Hall renter/user or Pavilion user* will be responsible for *all additional cleaning costs*. To be clear; the cleaning deposit of \$50.00 is a *minimum* cleaning fee. Actual costs to clean will be assessed to any Hall renter/user or Pavilion user, regardless of status, if the Hall, its kitchen and bathrooms, plus the Pavilion and exterior bathrooms, *are not left as they were when rented*.

1. Lovells Township Resident or Taxpayer, per day rental, weekday or weekend, generally from 9 AM and must vacate by midnight. Cleaning deposit \$50.00, rental \$100.00, with the \$50.00 cleaning deposit refundable as outlined above.
2. Lovells Township Resident or Taxpayer, Funeral Use (weekday or weekend and applicable to luncheons, dinners, wakes or family gatherings incident to a funeral). Cleaning deposit \$50.00, no rental fee, with the \$50.00 cleaning deposit refundable as outlined above.
3. Non-resident per day rental, weekday or weekend, generally from 9 AM and must vacate by midnight. Deposit \$50.00, rental \$200.00, with the \$50.00 cleaning deposit refundable as outlined above.

4. Non-profit Organization or Non-profit Group use, weekday or weekend, generally from 9 AM and must vacate by midnight. Cleaning deposit \$50.00, no rental fee, with the \$50.00 cleaning deposit refundable as outlined above.

Note: Organizations/groups included in this category are the Au Sable North Branch Area Foundation, the Hook and Trigger Club, the Lovells Township Historical Society, the Cheerful Givers Club, Ducks or Trout Unlimited, Land Conservancy organizations, scouting groups, church groups, school groups, health screening or blood drive groups, and similar local organizations or groups. Use under this category is restricted to business meetings, classes, demonstrations, appreciation day functions and the like. Parties would not be appropriate under this category.

5. Government Agency use, weekday or weekend, generally from 9 AM and must vacate by midnight. Cleaning deposit \$50.00, no rental fee, with the \$50.00 cleaning deposit refunded as outlined above.

Note: This category includes but is not limited to Federal, State, County or local groups or agencies. Meetings must be in compliance with the Open Meetings Act and use is restricted to classes, demonstrations, appreciation day functions and the like. Parties would not be appropriate under this category.

Use of the Lovells Township Pavilion Effective July 13, 2011

Use of the Township Pavilion includes use of the bathrooms which are at the rear of the Lovells Fire Barn, plus the grassy areas to the east and west of the Pavilion. There is no fee for the use of the Pavilion. However, a *minimum* cleaning fee of \$50 will be assessed to any user if the Pavilion and the grassy areas adjacent to it are not left as they were prior to usage. Reservations for use of the Pavilion are encouraged, and Township staff will endeavor to coordinate Pavilion use to preclude scheduling conflicts. This will primarily be accomplished by a posting, within the Pavilion, of reservations made for the Pavilion by reserved user name, date and time of use. As with **ALL** reservations, those for the Pavilion and adjacent grounds are *strictly* on a first come, first served basis.