

COMMUNITY HALL USE & SHORT-TERM RENTAL AGREEMENT

City of Mackinac Island
P.O. Box 455, 7358 Market Street
Mackinac Island, MI 49757
(906)847-6556

BY THIS AGREEMENT, made and entered into on the date subscribed herein, between the CITY OF MACKINAC ISLAND (OWNER), and _____, as RENTER, for the rental and use of the described OWNER'S premises and property as described (check as may apply):

_____ Community Hall Functions/Activities Room and Stage

_____ Kitchen and Kitchen Equipment

_____ Tables/Chairs

_____ Public Address/Sound System & Equipment

_____ Courtyard

Said rental and use to: Commence on _____, 20__ at _____ a.m. / p.m. (local time)

And End on _____, 20__ at _____ a.m. / p.m. (local time)

For the function described as: _____

Rental: In consideration of the use and short-term rental of the described premises and property, RENTER agrees to pay OWNER, by payment to the City Treasurer the total sum of \$_____ DOLLARS, payable in U.S. funds. Said payment to be made in full no less than fifteen (15) days prior to the date of the scheduled function as described above.

RENTER DOES HEREIN AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- Use of Premises/Property:** The premises and property shall be used only for purposes and in manners approved by the OWNER as set forth in its rental policy and in no case shall the use be considered by the OWNER to be extra hazardous or in violation of any federal, state or local law, rule or regulation.
- Number of Occupants:** The number of occupants attending and participating in the function at any one time shall not exceed the premise occupancy capacity of two hundred (200) persons.
- Smoke-Free Environment:** The premises are a public facility. The use and consumption of any tobacco product within any and all portions of the building is prohibited.
- Condition of Premises:** The premises and property is conveyed to RENTER for use in good order, and in a safe and clean condition. RENTER shall surrender the premises and property to the OWNER in like condition.
- Damage to Premises:** If the rented premises and/or property is damaged due to the RENTER's negligence, carelessness, inattention, improper use of, willful act, or failure to properly clean and return to good order the premises to that condition in which it was conveyed, any deposit shall be applied to that amount for repair or replacement of the damaged property or damaged portion of the premises and direct cost in cleanup. Should the cost of the cleanup, repair or replacement exceed the amount of the deposit, the RENTER shall be responsible for the additional cost incurred in the cleanup, repair or replacement of the damaged premises and/or property.
- Alcoholic Beverages:** Where the function includes the selling of any alcoholic beverage for consumption on premises, the RENTER shall obtain all necessary and required permits/licenses/approvals from the appropriate State and Local agencies and shall provide such proof of approved and issued permits/licenses/approvals to the OWNER no less than fifteen (15) days prior to the scheduled function. The 'selling of any alcoholic beverages', includes such activities as; "cash bar", the payment of a registration/activity fee by persons attending or participating in the function of which a portion of such fee is intended to defray the cost of the purchase of alcoholic beverages, the payment of a "contribution" of which is intended to go towards defraying the costs of the function or event, or any other exchange of money in any form or other consideration which can be applied towards the purchase of alcoholic beverages.

Additionally, the RENTER shall secure and obtain Liquor Liability and General Liability Coverage which shall name the OWNER as an additional insured (Note: refer to item #15). Said coverage to be in force and effect for that time of the function. Proof of such coverage shall be submitted to the OWNER no less than fifteen (15) days prior to the date of the function. Minimum limits of liability shall be no less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.

The RENTER further agrees that in any and all events where the function will allow for the possession, use and consumption of alcoholic beverages (including "host liquor" arrangements);

- a. That the use, possession and consumption of any alcoholic beverage shall be on and within the premises and property only and shall not be allowed to be carried from the premises and property onto any public street, sidewalk, pathway, or alleyway.
- b. That no person under the age of 21 years attending or participating in the function shall be permitted or allowed to use, possess, consume, or attempt to use, possess or consume any alcoholic beverage.

7. **Caterers:** Should the function include the contracting of services of a caterer, the caterer shall have all necessary and required State and local health department licenses and permits. Further, the caterer shall have in force during the term of this agreement and the function catered, all required Workers Compensation Insurance, including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan, product liability coverage, as well as a current license to conduct business as may be required by local regulation.

8. **Decorations:** Decorations shall not be attached in any manner to any premises wall, fixture, door, wood trim or any other interior or exterior surface or finish. Decorations include (but are not limited to); streamers, crepe paper, other paper products, banners, posters, pictures, cardboard, lights, wreaths, floral arrangements, etc. "Attach in any manner", includes (but not limited to); taping, tacking, stapling, draping, nailing, screwing, etc.

9. **Set-Up & Take-Down:** RENTER is responsible for the set-up of chairs and tables and for their proper take-down and storage when use is completed.

10. **Furnishings/Equipment:** Furnishings and equipment as provided in this agreement are for indoor use only and shall not be used in any other manner. Furnishings or equipment brought onto the premises by or for the use of the RENTER must be approved by the OWNER or designated representative.

11. **Climate Controls:** All pre-set and programmed climate control systems and equipment (HVAC, kitchen make-up air units, etc.) shall not be adjusted by any one other than the OWNER or the OWNER's designated representative.

12. **Emergency Equipment/Fire Exits:** All fire exits shall remain clear and unobstructed at all times. Fire doors shall not be propped open. All emergency fixtures are to be left free and accessible at all times (fire pull stations, fire extinguishers, standpipe, smoke/heat detectors).

13. **Deposit:** OWNER herein accepts from RENTER the total sum of \$_____, as a deposit for the use and rental of the premises and property. Said deposit shall be retained by OWNER until such time as all items within this agreement are satisfied, including the return of any key(s) issued to RENTER for the rental and use of the premises and property. Said deposit, or portion thereof (as specified within item #5 of this agreement), shall then be returned to RENTER.

14. **Insurance:** RENTER may be required to provide evidence of personal or general liability and/or worker's compensation coverage, with liability limits acceptable to the OWNER and the OWNER named as an additional insured (Note: refer to item #15). If requested, such evidence shall be in the form of a policy copy or certificate of insurance, filed with the OWNER, prior to the rental date, but no less than fifteen (15) days prior to the rental date.

15. **Additional Insured:** Where required in this agreement, the following shall be named additional insureds: the City of Mackinac Island, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board or commission members, employees, and volunteers.

This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage by primary, contributing or excess.

16. **Hold Harmless:** To the fullest extent permitted by law, RENTER agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Mackinac Island, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Mackinac Island against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Mackinac Island.

17. **Acknowledgement and Acceptance:**

CITY OF MACKINAC ISLAND (OWNER):

RENTER:

Signature of OWNER Representative

Signature

Printed Name

Printed Name

Title

Mailing Address

Date

City/State/ZIP code

Telephone Number

Date