## \*Please fill out, sign and return first 6 pages to Beaver Creek Township.

Beaver Creek Township		
8888	3 S. Grayling Road ayling, MI 49738	
(	(989) 275-8878	
HALL AND PAVILION R	ENTAL APPLICATION AGREEMENT	
HALL RENTAL PAVILIC	DN RENTAL	
NAME OF RENTER:		
ADDRESS:		
PHONE:DRIVER'S CELL:(ATTACH	COPY OF VALID DRIVER'S LICENSE)	
Day of Event Monday TuesdayWedu Friday SaturdaySund	nesday Thursday	
Date of EventSaturdaySunc	Time of Event	
Type of Event	Number of People	
Will food be served? Yes No		
Will alcohol be served? Yes No	PROOF OF INSURANCE COVERAGE REQUIRED	
RESIDENT AND BE RENTING THE HALL FOR HIS/H GRANDPARENTS ONLY. ALL OTHER USES ARE C Please check one Township Resident Non-Resident Governmental Agenc *Name of Organization	Resident Business Non-Resident Business yNon-Profit Organization*	
Tax Identification No Drivers License No	(Attach Copy of Valid Driver's License)	
Rental Fee required sixty (60) days before rental \$	Date & Check #	
Deposit required at time of reservation \$ Cleaning Fee: \$ TOTAL DUE \$ Date Security Deposit Returned	Date & Check # Date Paid & Check #	
Renter's Signature	Date	
Secretary, Beaver Creek Township	Date	
Official's Signature, Beaver Creek Township	Date	
<ul><li>Copy of valid driver's licens</li><li>Proof of insurance</li></ul>	e	

## BEAVER CREEK TOWNSHIP

#### HALL RENTAL AGREEMENT

1. To qualify for the resident's rate for hall rental, the renter must be a Beaver Creek Township resident and be renting the Hall for his/her son, daughter, parents or grandparents. All other uses are considered to be uses by non-residents. Renter must pay rental payment. No second party checks will be accepted.

#### 2. RENTAL IS FOR THE COMMUNITY CENTER HALL ONLY. THE PARK AND SMALL PAVILION AREA ARE NOT RESERVED, AS THEY ARE OPEN TO THE PUBLIC AND USED ON A FIRST COME, FIRST SERVE BASIS. THE LARGE PAVILION CAN BE RENTED SEPARATELY AND/OR CAN BE RENTED FOR USE AT THE SAME TIME AS THE COMMUNITY CENTER.

3. Hall capacity is 120 persons. Hall rental day use is from 11:00 a.m. - 5:00 p.m. Renter is responsible for ensuring that the Hall is cleaned and left in the same condition it was found when rented on or before 6:00 p.m. after day rental. Hall rental evening use is from 6:00 p.m.-2:00 a.m. Renter is responsible for ensuring that the Hall is cleaned and in the same condition when rented no later than 7:00 a.m. the following morning after evening rental. After an inspection of the premises and Community Center Hall, to insure it is left in a clean, orderly condition with no loss of equipment, items or damages, the deposit will be refunded. To the extent that damage occurred, the deposit will be applied to repair or replace the damages. If the damages exceed the deposition, Renter will be responsible for making payment sufficient to cure the full damage amount within 30 days. If the damages do not exceed the deposit, the remainder of the deposit will be returned.

Upon leaving the Hall, the Renter is responsible for making sure the Hall is secured and that the lights are turned off.

Renter

4. Under no circumstances will the Hall be rented to minors. Under no circumstances will the Hall be rented for profit making purposes where a cover or entrance fee is charged. Bachelor or bachelorette parties are not permitted.

5. In the event the applicant has pending fines or caused damage from a previous rental, the facility will remain unavailable for rent to that applicant until all fines or damage money owing are paid in full to the Township.

**6. PAYMENT:** The rental fee is to be paid SIXTY (60) days prior to the rental date and the deposit must be paid at the time of the rental request and must accompany the return of the signed hall rental agreement for said date to be reserved. Money paid less than FIFTEEN (15) days before a rental date, if hall is still available, must be in the form of a money order or cash. <u>Renter must pay rental payment. No second party checks will be accepted.</u> Cancellation of the rental date may be made up to THIRTY (30) days prior to the rental date otherwise such deposit may be forfeited.

**7. KEYS** will be provided to renters no earlier than twenty-four (24) hours before the rental date. Weekend renters <u>must</u> pick up the key at Beaver Creek Township Offices before 2:00 p.m. on Friday. To ensure return of rental deposit, keys are to be returned to Beaver Creek Township. A metal box located in the kitchen just under the wall telephone is for the return of the Hall key. When your event is over please leave the key in the metal box in the kitchen.

#### \*\*Beaver Creek Township Policy for Pets and Service Animals

Employees', residents and visitors to the township offices and hall may not bring their pets into the township building with the exception of people protected under Michigan law or federal law and the Americans with Disabilities Act. (ADA). Full Policy Posted at township

8. Renter agrees to conduct his/her activities on Beaver Creek Township property so as not to endanger any person or property. Renter agrees to indemnify Beaver Creek Township and hold Beaver Creek Township from and against all actions, suits, damages, judgments, costs, charges, expenses, attorneys' fees, and consequences of any liabilities, of any

nature, from events arising from Renter's use and possession of the Hall and/or Beaver Creek Township property, by Renter, guests or any third persons and shall sign the attached release of claims.

9. Periodically the Fire Inspector will make inspections during the rental period to ensure compliance with all fire laws and occupancy requirements. **IF VIOLATIONS OCCUR** and the building is vacated, all rental fees and security deposits will be forfeited.

10. SMOKING IS NOT PERMITTED IN THE BUILDING Absolutely NO TACKS, STAPLES OR TAPE are to be used for fastening decorations to walls or ceiling. Decorations, signs, etc., may be fastened to existing strips provided on walls. Tape may be used to fasten decorations to tables but MUST BE completely removed. RENTER SHALL BAG AND DEPOSIT ALL GARBAGE AND TRASH AND DEPOSIT IN CONTAINER ON EAST SIDE OF BUILDING, which includes picking up litter in the parking lot. If the kitchen, microwaves and refrigerator are not left clean, all or part of the deposit will be forfeited.

## 11. THERE IS ABSOLUTELY NO FIREWORKS ALLOWED ON PROPERTY AT ANY TIME. IF ANY FIREWORKS ARE FOUND, IT WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR RENTAL AND FORFEITURE OF ALL MONEY PAID.

12. **NO ASSIGNMENT**. Renter agrees not to assign or in any manner transfer this Agreement without the prior written consent of the Beaver Creek Township Board.

13. **KEEP EXITS CLEAR**. Renter is required and responsible for ensuring that before, during, and after the event, the building exists are clear and outdoor fire lanes open.

14. **COMPLIANCE WITH LAW.** Renter acknowledges and agrees to fully comply with and abide by all City, State, and Federal ordinances and Laws and will see that guests and third parties do likewise.

Renter

15. **MISREPRESENTATION**. In the event that the Renter misrepresents its intent, purpose or the age demographic that is attending the event for which the Hall is being used Renter's event shall be cancelled, this Agreement deemed void, and all fees paid forfeited.

Renter

16. **YOUTH EVENTS.** All youth events (under 21 years old) are required to have a 10 to 1 ratio of adult chaperones. Failure to abide by this requirement will result in the event being cancelled and all fees paid forfeited.

17. **DISTURBANCES.** Renter is responsible for securing appropriate security at his or her own cost and expense. Renter is further responsible for controlling admittance of guests to avoid the possibility of party crashes.

18. **RENTER RESPONSIBLE FOR THEFT OR DAMAGE.** Beaver Creek Township will not and is not responsible for any loss of articles, or damage to any vehicle on the premises during the event. Renter shall be solely responsible for such loss or damage and agrees to indemnify and hold third parties arising out of such loss or damage.

Renter

19. The Beaver Creek Township Board shall approve any regular scheduling of the Community Center Hall.

20. Beaver Creek Township policy does not normally make the Community Center available to non-paying customers on Saturday or Sunday. However, requests may be brought to the Beaver Creek Township Board and will be considered on an individual basis.

21. Use of the Community Center Hall for funeral luncheons, dinners, and/or wakes will be free of charge with no rental fee required, there is a cleaning fee of \$25.00, if the deceased was a current or former resident of Beaver Creek Township, owner of a grave site in a Beaver Creek Township cemetery, an immediate family member of the deceased

(mother, father, husband, wife, child, grandparent, grandchild) and the family requests use of the Hall for said purpose. If the Hall is already rented or scheduled for use, it cannot be made available to the family of the deceased for said function.

#### 22. USE OF THE COMMUNITY CENTER HALL BY NON-PROFIT ORGANIZATIONS:

There will be no rental fee; there will be a \$50.00 refundable security deposit and a \$25.00 cleaning fee. Local non-profit groups with proper tax identification number. Non-profit individuals or groups with or without proper tax identification number will be allowed to use the Community Center Hall on a reserved basis. Building use is restricted to business meetings/classes held weekdays and does not apply for social gatherings, parties, etc. Groups requesting use of the Community Center Hall, in case of inclement weather when using outside facilities, will be honored if the building is not rented with a deposit of \$50.00 plus the \$25.00 cleaning fee =\$75.00 total. Facility must be left as it was when rented in order to receive a refund of deposit money. In the event the Hall is not left in proper order after the use of a non-profit group the security deposit will be forfeited. Before the non-profit group can use the facilities again, they are required to pay another \$50.00 security deposit.

23. **CANCELLATION.** Request for cancellation must be made in writing and addressed to the Beaver Creek Township Clerk, no less than 30 days prior to the event. If cancellation is not made in writing more than 30 days prior to the event, Renter may lose his/her security deposit unless Beaver Creek Township is able to lease the Hall to another renter for the same date.

#### 24. Beaver Creek Township reserves the right to accept or reject any or all applications.

## 25. This is an integrated agreement containing all terms and conditions between the parties. This Agreement may not be modified or changed without the written consent of the Beaver Creek Township Board.

By placing my signature below, I acknowledge that I have read the foregoing and understand and agree to the terms listed in this Hall Rental Agreement and agree to be bound by the terms and conditions. I further acknowledge and state affirmatively that I have had sufficient time to review this Agreement with legal counsel of my choice prior to signing this Agreement.

Signature of Renter

Date

Official's Signature, Beaver Creek Township

Date

## **BEAVER CREEK TOWNSHIP**

#### INDEMNIFICATION AND HOLD HARMLESS CLAUSE

**RENTER** covenants and agrees to hold harmless and indemnify Beaver Creek Township, its elected officials, employees, and volunteers (collectively "Beaver Creek Township") of and from any and all claims, judgments, charges, causes of action, personal injury, lawsuits, death, damage to personal property, breach of contract, or any other injury brought by Renter, guests of Renter, and all third parties arising out of Renter's lease of the Hall, Pavilion, and/or Beaver Creek Township harmless for any and all premise liability claims and negligence by Beaver Creek Township.

Renter further agrees to assume the defense and pay all of attorneys' fees of Beaver Creek Townships defense arising from any and all claims, judgments, charges, causes of action, personal injury, lawsuits, death, damage to personal property, breach of contract, or any other injury brought by Renter, guests of Renter, and all third parties arising out of Renter's lease of the Hall, Pavilion, and/or Beaver Creek Township property.

Renter/User Signature	Date
Official's signature, Beaver Creek Township	Date

#### BEAVER CREEK TOWNSHIP ALCOHOL POLICY AND AGREEMENT.

RENTER agrees to the following conditions with regard to the service of alcohol while renting the Hall.

1. RENTER agrees to abide by all State, Federal, and City and Township ordinances and policies that apply to the serving of alcohol. Failure to strictly adhere to all Laws regarding the serving of alcohol and consumption of alcohol shall result in the event being cancelled and all fees being forfeited. No person under the age of 21 may possess or consume alcohol at any time or for any reason while on Beaver Creek Township property.

2. All beverages are the sole responsibility of the Renter. If any type of alcohol is served at Renter's event, the Renter must provide to Beaver Creek Township, no later than 10 days prior to the event, a homeowner's insurance policy in the amount of \$300,000.00. If the policy liability amount does not indicate \$300,000.00 liability, additional coverage must be provided to show the minimum amount of \$300,000.00. Failure to strictly comply with this policy and provision will result in the event being cancelled.

3. All liquor must be served behind the bar. No pitcher of drinks will be taken to the tables. The Renter must put in place proper procedures that all guests partaking in liquor will be asked to produce picture identification to provide proof of age.

4. Alcohol may only be consumed in the Hall or Pavilion and may not be consumed in the parking lot or parked vehicles.

5. RENTER covenants and agrees to hold harmless and indemnify Beaver Creek Township, its elected officials, employees, and volunteers (collectively "Beaver Creek Township") of and from any and all claims, judgments, charges, causes of action, personal injury, lawsuits, death, damage to personal property, breach of contract, or any other injury brought by Renter, guests of Renter, and all third parties arising out of Renter's lease of the Hall, Pavilion, and/or Beaver Creek Township property. This hold harmless agreement further provides that Renter will hold Beaver Creek Township harmless for any and all premise liability claims and negligence by Beaver Creek Township.

Renter further agrees to assume the defense and pay all of attorney's fees of Beaver Creek Townships defense arising from any and all claims, judgments, charges, causes of action, personal injury, lawsuits, death, damage to personal property, breach of contract, or any other injury brought by Renter, guests of Renter, and all third parties arising out of Renter's lease of the Hall, Pavilion, and/or Beaver Creek Township property.

By placing my signature below, I acknowledge that I have read the foregoing and understand and agree to the terms listed in this Hall Rental Agreement and agree to be bound by the terms and conditions. I further acknowledge and state affirmatively that I have had sufficient time to review this Agreement with legal counsel of my choice prior to signing this Agreement.

Signed:	Dated:
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### <u>BEAVER CREEK TOWNSHIP</u> <u>EQUIPMENT RENTAL</u>

Beaver Creek Township has (5) Roasters available for rent and (3) Igloo Coolers available for rent. The cost is \$5.00 each for non-residents with the hall rental. Residents can use roasters or coolers free with hall rental. If you are interested in renting one or more of these items, please mark below and how many:

- 1. Roaster: \_\_\_\_\_
- 2. Roaster: \_\_\_\_\_
- 3. Roaster: \_\_\_\_\_
- 4. Roaster: \_\_\_\_\_
- 5. Roaster: \_\_\_\_\_
- 1. Igloo Cooler: \_\_\_\_\_
- 2. Igloo Cooler: \_\_\_\_\_
- 3. Igloo Cooler: \_\_\_\_\_

## **Disclaimer:**

Beaver Creek Township is not responsible for any injury or burns from using any of our equipment for rent.

Adopted 5/26/2015

**Beaver Creek Township** 

HALL and PAVILION RENTAL RATES

EFFECTIVE JULY 01, 2009 UPDATED JUNE 09, 2015

#### COMMUNITY CENTER HALL RENTALS:

#### <u> SPECIAL - ALL DAY & EVENING RENTAL FOR RESIDENTS \$200 + DEPOSIT OF \$150 + CLEANING FEE OF</u> <u>\$25.00= \$375.00</u>

Resident Day Use 11:00 a.m. through 5:00 p.m.Rental Fee-\$75.00Security Deposit-\$50.00Cleaning Fee-\$25.00= \$150.00Facility must be left as it was when rented - no later than 6:00 p.m. in order to receive a refund of Deposit money.

Resident Evening Use 6:00 p.m. through 2:00 a.m. Rental Fee-\$150.00 Security Deposit-\$100.00 Cleaning Fee-\$25.00 = \$275.00 Facility must be left as it was when rented no later than 7:00 a.m. the following day in order to receive a refund of Deposit money.

Resident Funeral UseRental Fee-\$0.00Security Deposit-\$0.00Cleaning Fee-\$25.00Applies to funeral dinners, luncheons, or wakes as set forth in the Hall Rental Agreement.

Resident Benefit Dinners Use Rental Fee \$0.00 Security Deposit \$50.00 Non-Alcohol Residents only

Cleaning Fee \$25.00

<u>ALL DAY & EVENING RENTAL FOR NON-RESIDENTS \$350 + DEPOSIT OF \$300 + CLEANING FEE OF \$25.00=</u> <u>\$675.00</u>

Non-Resident Day Use 11:00 a.m. through 5:00 p.m. Rental Fee-\$100.00 Security Deposit-\$100.00 Cleaning Fee-\$25.00 = \$225.00 Facility must be left as it was when rented and vacated no later than 6:00 p.m. in order to receive a refund of Deposit money.

Non-Resident Evening Use 6:00 p.m. through 2:00 a.m. Rental Fee-\$250.00 Security Deposit-\$200.00 Cleaning Fee-\$25.00 = \$475.00 Facility must be left as it was when rented and vacated no later than 7:00 a.m. the following day in order to receive a refund of Deposit money.

Applies to family gatherings, reunions, showers, receptions, rehearsal dinners, weddings, any parties, and holiday office parties, award banquets, held by any group including non-profit organizations and governmental agencies when no business meeting takes place and it is a social event.

- . . .

#### Non-Profit Organizations Weekdays Rental Fee-\$0.00 Security Deposit-\$50.00 Cleaning Fee-\$25.00 = \$75.00

Includes but not limited to: Non-profit local groups with proper tax identification number. Non-profit individuals or groups **without** proper tax identification number will be allowed to use the Community Center Hall on a reserved basis, but if the Community Center Hall can be rented and the group can be given five (5) day's notice, the building will not be available to them. Building use is restricted to business meetings/classes held weekdays and does not apply for social gatherings, parties, etc. Groups requesting use of The Community Center Hall in case of inclement weather when using outside facilities will be honored if the building is not rented with a deposit of \$50.00 plus the cleaning fee of \$25.00 = \$75.00 total. Facility must be left as it was when rented in order to receive a refund of Deposit money.

#### Group Meetings-Rental Fee-\$150.00 Security Deposit- \$50.00 Cleaning Fee-\$25.00 = \$225.00

Residents only can reserve a three-day rental to hold a get-together for a quilting group, scrapbook group, craft group etc. during off season, October 1<sup>st</sup> thru April 30<sup>th</sup> and only by availability. Resident must be present at function. March 14, 2017 Passed by the Beaver Creek Township Board. The group would have to leave by 2:00 A.M. and continue again in the morning at 8:00 A.M.

#### Organized Social Groups-Rental Fee-\$0.00 Security Deposit-\$0.00 Cleaning Fee-\$25.00

Are available 3 hours per day Monday thru Thursday only, for line dancing, study groups, C.O.O.R, etc.

#### Industry Facilities-Rental Fee-\$75.00 Security Deposit-\$50.00\* Cleaning Fee-\$25.00 = \$150.00

(such as Weyerhaeuser, GP, AJD etc.) are available for date time meetings and classes.

#### Governmental Agencies Weekdays Rental Fee-\$0.00 Deposit-\$50.00 Cleaning Fee-\$25.00 = \$75.00

Includes but not limited to: Federal, State & local groups/agencies. Meetings must be in compliance with the Open Meetings Act. Building use is restricted to business meetings/classes held weekdays and does not apply to social gatherings, parties, etc.

Exceptions to Deposit of \$50.00 and Cleaning Fee of \$25.00:

Township Use Fire Department meetings Public Hearings

#### LARGE PAVILION RENTAL:

#### Residents and Non-residents 8:00 a.m. through Midnight Rental Fee - \$50.00 No Deposit

It is the intention of the Beaver Creek Township Board to make the park facilities available to as many people as possible for planned use. Signage in the Beaver Creek Township office window will tell you if the Large Pavilion is rented. If it has not been reserved or rented, it also will be available on a first come, first serve basis. As in the past, the small pavilion cannot be rented. It will stay on a first-come, first served basis.

#### \* At discretion of Supervisor approved by the Board Members at March 8, 2016 Board Meeting.

#### Beaver Creek Township PLEASE KEEP THIS CHECKLIST FOR YOUR INFORMATION RENTER CHECKLIST

#### **BEFORE RENTAL BE SURE TO:**

- 1.) Unlock entry doors to the Community Center.
- 2.) Wind down bars on both front doors with key (Allen wrench) hanging inside front entrance on a wooden plaque so people can go in and out freely.
- 3.) Turn on lights.
- 4.) Plug in 30 cup coffee maker allowing twenty (20) minutes to heat up. Pot needs 1 & ½ cups coffee grounds.

NOTE: PLEASE DO NOT ALLOW ANYONE TO SIT ON THE TABLES. NO SMOKING PERMITTED IN THE BUILDING. PLEASE REMIND SMOKERS TO ONLY SMOKE <u>OUTSIDE THE BUILDING</u> AND TO BE SURE TO USE THE CONTAINERS PROVIDED AT THE ENTRANCE FOR DISPOSAL OF ALL CIGARETTE BUTTS. <u>DO NOT THROW CIGARETTE BUTTS ON THE GROUND</u>. CIGARETTE BUTTS ON THE PARK GROUNDS WILL CAUSE FORFEITURE OF HALL DEPOSIT.

#### AFTER RENTAL BE SURE TO:

- 1.) Lock entry doors to the Community Center.
- 2.) Wind up bars on both front doors with key (Allen wrench) hanging inside front entrance on a wooden plaque.
- 3.) Unplug coffeemaker and rinse out thoroughly; wipe down all counters, wash any dishes and serving utensils you have used, wash out sink. Wipe up any and all floor spills. <u>Be sure to leave everything as you have found it</u> <u>upon the start of your rental.</u>
- 4.) Remove trash to the container located by east side of Community Center outdoor deck.
- 5.) Wipe off tables & chairs. <u>Carefully</u> stack remaining tables (but no more than ten (10)) to a cart. Stack all chairs on three (3) carts. Leave carts in a row on wall indicated.
- 6.) Please return the two (2) one (1) gallon jugs of water to freezer after your function.
- 7.) Leave the Community Center Hall key in the metal box, in the kitchen after locking up the Community Center Hall entry doors.
- 8.) <u>BE SURE ALL WINDOWS ARE CLOSED AND LOCKED. Be sure to TEST BOTH OUTSIDE DOORS to see</u> that they are securely locked. Turn off all inside and outside lights before you depart.
- 9.) Please if IN WINTER RETURN HEAT THERMOSTAT TO 65 DEGREES before leaving or if IN SUMMER PLEASE SET AIR CONDITIONING THERMOSTAT TO 78 DEGREES before leaving.
- IN CASE OF BUILDING EMERGENCY CALL: Supervisor: Dan Bonamie Clerk: Sandy Beaudet Treasurer: Heather Malone
- 11.) Please leave tables and chairs up that you set up so they can be cleaned by our cleaning person.

## **DID YOU REMEMBER TO?**

IN WINTER: TURN THE HEAT DOWN TO 65 IN SUMMER: TURN THE AIR CONDITIONING UP TO 78 PUT BOTH ON "AUTO"

# UNPLUG THE COFFEE POT

## TURN ALL LIGHTS OFF, HALL, KITCHEN, STORE ROOM & BATHROOMS

THANK YOU. 5/9/2011