# Township of Lovells, Crawford County, Michigan Township Facilities Rental Agreement

Located at 8405 Twin Bridge Road and Crossroads Park, Grayling MI 49738

Approved by the Township Board on 11/12/2024

This rental agreement is between the Towns			
			please print (Renter),
and addresses the rental/use of Township Fa	acilities:		
Township Hall Township Pavilion O	onlyCrossroads	Park Shelter	
For the following Date(s): beginning at	at	AM/PM	
And ending no later than	at	AM/PM	

For purposes of this contract, "Renter" shall be defined as an individual or an organization, who shall designate an individual to act on its behalf. Rentals of the Township Hall includes use of the Community Room, Tables, Hall Chairs, Kitchen, and Bathrooms. Tables and Chairs from the Township Hall are not to be removed from the Hall. Rental of The Township Pavilion includes the external Fire Barn Bathrooms, Outdoor Seatings and Pavilion Electric if desired. Additional outdoor seating may be made by prior arrangement.

#### **Restrictions on Rentals**

- Any keys issued to Renter for Township Facilities are to be returned immediately at the conclusion of the event, and no duplication of such keys are allowed under any circumstances.
- All reservations are on a "First Come First Served Basis", for this purpose a reservation is valid only upon completion of this contract and payment of any reservation deposits and any fees. Reservations should be made at least 14 days prior to the event to the extent possible.
- Township Facilities must not be used for profit making purposes.
- No "Cover" or "Entrance" Fees may be charged.
- Bachelor/Bachelorette (and the like) parties are not permitted.
- If alcohol is served it must not be sold, and the Renter assumes ALL responsibility to ensure it is served only to guests of legal age (21 years of age or older).
- Any "gaming" or raffle activity planned during the rental period must be held under the appropriate state license or permit and a copy of such license must be attached to this application.
- Pets are permitted in the outdoor spaces' facilities provided that they:
  - Are on a leash and under the control of the owner at all times.
  - o That the owner is prepared with items to clean up after the pet, and
  - o Such cleanup is performed promptly and completely

### Liability

The Renter (if an organization, their duly authorized representative) must be 21 years or older.

The Renter must be able to show evidence of a current "personal liability" insurance policy with coverage of a minimum of \$100,000.00 in the name of the Renter or their duly authorized representative. Personal liability insurance is typically part of a homeowners, renters or General Liability insurance policy and a copy of that policy clearly stating the liability coverage must be attached to, and becomes part of this agreement.

The Township shall not be liable for any personal injury or property damage occurring on or to the Township Facilities or to any person(s) thereon or therein which results from (1) loss of property due to theft or burglary, (2) accidental damage to person(s) or property or about the Township Facilities caused by the use of any utility on the premises, (3) any damaged caused by the action of

natural elements, (4) or damage or injury resulting from the conduct of employees of the Township, whether negligent or otherwise. The Renter shall make no 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, facilities or property necessitated by any damage(s) caused by any of the above circumstances. If the damage was not insured against, the Renter shall repair or replace the Township's premises, facilities 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 or any guest from acts of theft, burglary, or vandalism committed by identified or unidentified parties.

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

The Renter shall be liable for the loss, damage or injury resulting from structural defects (broken items, damage to furnishings, grounds or structures) of the Township Facilities 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.

#### **Rental Fees and Cleaning Deposit**

Rental payments and Deposits, if by check, must be made by the Renter or if an organization, their authorized representative.

Rental of the Township Hall (including the Pavilion) by individuals who are Township Residents or Taxpayers is set at \$100.00 per day. The facilities must be cleaned and return fit for use by midnight on the last day of rental or an additional day's rent will be charged.

Rental of the Crossroads Park Shelter or Pavilion alone by individuals who are Township Residents or Taxpayers for a Private Event is set at \$30.00 per day. The facilities must be cleaned and return fit for use by midnight on the day of rental or an additional day's rent will be charged. No overnight use of the Shelter or Pavilion is allowed.

Rental of the Township Hall (including the Pavilion) by individuals who are **not** Township Residents or Taxpayers is set at **\$200.00** per day. The facilities must be cleaned and return fit for use by midnight on the last day of rental or an additional day's rent will be charged.

Rental of the Crossroads Park Shelter or Pavilion by individuals who are **not** Township Residents or Taxpayers for a Private Event is set at **\$60.00** per day. The facilities must be cleaned and return fit for use by midnight on the day of rental or an additional day's rent will be charged. **No overnight use of the Shelter or Pavilion is allowed.** 

Use of Township Facilities by an individual who are Township Residents or Taxpayers, for a Funeral, Wake, Celebration of Life etc., the Rental Fee is hereby waived. The Rental Fee for use for official business by a recognized Non-profit Organization, Community Group, Governmental or Quasi-Governmental Agency, of Township Facilities is also hereby waived.

Use of Township Facilities by an above group with waived fees may be denied in favor of a fee-paying event or official Township function (e.g. board meeting election activities etc.). In this case appropriate notice will be given by the Township.

For all Reservations, regardless of Rental Fees will be subject to a \$100.00 Cleaning Deposit. Such deposit may be cash or in the form of a check, and will be returned to the Renter if the Facilities are returned in good condition. The Cleaning Deposit is only a deposit. Should the Township Facilities not be left in "as rented" condition, the entire deposit will be forfeited. Should the facilities need more work than covered by the deposit to be returned to good condition additional fees will be charged.

Reservations for Township Facilities may be cancelled 7 days or more prior to the schedule event, with full refund of any fees and/or deposit paid. Reservations cancelled within 2 days of the scheduled event shall only have the Cleaning Deposit refunded.

## **SIGNATURE PAGE**

By their signature below the Renter certifies that they have a full and complete understanding of the rules, policies and procedures contain in this Rental Agreement and agree to the following charges.

		please print (Renter)		
Township Hall Township Pavilion Only	Crossroads Par	k Shelter		
For the following Date(s): beginning at	at	AM/PM		
And ending no later than	at	AM/PM		
♦ Facility/ies Rental Fee #days, T	otal \$	<u>-</u>		
Paid Date Receipt No	\$/Ck No	-		
♦Cleaning Deposit \$100.00 ( ) Check ( ) Cash	Paid Date	Receipt No	\$/Ck No	
Renter Name:				
Renter Address:				
Telephone/email				
	_			
Signature:	Date:			
Signature:	Date:			
Township Official				
************	******	*****		
For Lovells Township Office Use Only				
Name:	Signature:			
Condition of Facilities				
♦ Keys Returned				
Date Deposit Returned	Ck No			

revision 3/12/2025