

Bertrand Township

3835 Buffalo Road
Buchanan, MI 49107
Phone 269. 695.5001 Fax 269.695.4205
Hours: Monday-Thursday 9:00 am to 4:00 pm

COMMUNITY HALL RENTAL AGREEMENT

I, _____ (hereinafter referred to as "Renter"), enter into this agreement with Bertrand Township to rent Bertrand Community Hall on _____,
(Date)

for _____, under the following terms and conditions.
(Name of Activity)

The Bertrand Township Community Building is owned by the people of Bertrand Township and supported by tax money, State Revenue Sharing Funds, and nominal charges for its use. In order that all may benefit, a few necessary regulations are listed below. **Hall hours are from 9 am to 10 pm on the day of Rental ONLY.**

Any Violations to this contact will result in the forfeiture of deposit.

1. **Rental Fee and Deposit** – Renter agrees to pay rental fee in the amount of \$ _____ for the use of Bertrand Community Hall pursuant to the terms set forth below. Renter further agrees to pay a deposit equivalent to rental fee 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. **Date Key Picked Up:** _____
Date Key Due Back: _____

Rental Fees:

Resident-\$100 deposit/ \$100 rent

Non-Resident-\$200 deposit/ \$350 rent

Resident Bereavement (Immediate family)-No Charge

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 Bertrand Township.
 - b. Bertrand Township shall give a full refund of the deposit/rental fee if a written cancellation request is received by Bertrand Township **at least one month prior** to the rental date stated above.
 - c. Bertrand Township 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. Bertrand Township will not be obligated to provide a refund of any portion of the rental fee or deposit if Bertrand Township does not receive written notice of cancellation from the renter seven (7) days prior to the rental date stated above.
 - e. With written request, the last date to CHANGE rental date with no additional charges is 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 Bertrand Township Community Building or on Township property.
 - c. Smoking is prohibited inside the building, within 30 feet of all entrances to building, and outdoor pavilion.
 - d. Children must be supervised at all times.
 - e. All tables and chairs must be returned to racks (chairs only), free from any tape, gum, or other materials, and properly stacked.
 - f. Do not deface the building, do not put holes in or tape to the walls for hanging items.
 - g. Renters must remove all trash from the Community Hall. Renter may use dumpster on the premise for trash removal.
 - h. Renter shall ensure bathrooms are clean.
 - i. Renter must clean the kitchen area (including the stove, oven, refrigerator & microwave), and must ensure that the **stove and oven are turned off**.
 - j. Bertrand Township 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 the Community Hall.
 - l. Rental Hall includes 75 chairs and 12-8' tables.
4. **Damages** – Pursuant to the rules and regulations set forth above, Renter further agrees to the following:
- a. Renter shall leave the Community Hall in the same condition as existed when renter took possession.
 - b. Renter agrees to reimburse Bertrand Township for the cost of all damages over and above their deposit to Bertrand Township Community Hall
 - c. Any excess cleaning cost incurred to Bertrand Township as a result of Renter's use of the Community Hall will be deducted from the deposit. Renter agrees that Bertrand Township shall determine the cost of any such damages or excess cleaning, and Renter agrees to be bound by Bertrand Township's determination. In the event that the deposit is not sufficient to pay for such costs as determined by Bertrand Township, Bertrand Township will bill Renter for the unpaid balance, and Renter agrees to pay the unpaid balance within 14 days of receipt of the bill.
5. **Prohibited Activities** – Renter is prohibited from engaging in any activities that violate any zoning ordinance or local, state, or federal law 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 Township of Bertrand 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 Township of Bertrand 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 Township, 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 Township of Bertrand.
9. **Nuisance** – The renter shall be responsible for, and shall pay all damages and charges sustained by the Township of Bertrand 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 Hall 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** – Bertrand Township will not be liable of any damages, injuries, or losses resulting for the use of accessory items brought onto Township 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.

Printed Name of Renter/Resident _____

Signature of Renter/Resident _____

Parcel ID Number _____

Home Address _____

Phone Number _____ Alternate phone _____

Date of Agreement _____ Driver License # _____

Any Violations to this contact will result in the forfeiture of deposit.

Deposit Fee Paid (Date, Amount and Check #)

Rental fee Paid (Date, Amount and Check #)

Paid By (signature) _____

Paid By (signature) _____

Print Name:

Print Name:

This agreement shall not be valid unless approved by a member of the Bertrand Township Board

Date

Approved by (Township Official)

RENTAL REPORT

Date: _____ **Person(s) Inspecting:** _____

DESCRIPTION OF VIOLATION(S) _____

DESCRIPTION OF DAMAGE(S): _____

TIME COMMITMENT: _____

ESTIMATED COST OF DAMAGES: _____

OFFICIAL USE ONLY

\$ _____
Amount Applied to Damages

\$ _____
Amount Refunded

Date of Refund