

Village of Port Austin, Michigan**Rental Contract****989-738-5199**

The Village of Port Austin rental contract is non-transferable and is only valid for the rooms, times and event(s) specified in the rental contract. Renter/User agrees to comply with all guidelines and policies as set forth in this contract. If there are any changes to this agreement, the Village of Port Austin reserves the right to require a new contract to be approved by the Village or its appointed representative and the renter/user.

Rental Rate

Rental fee and **\$100** security deposit is due and payable at the time of reservation. Additionally, the Village Council may adjust or waive the fee based on purpose of rental. Cash, check or money order should be made payable to Village of Port Austin. Checks returned from the bank for insufficient funds or failure to remit the rental fee may result in termination of your rental privileges. A full refund of the rental fee shall be returned to the renter if more than 72 hours notice is given of rental cancellation.

Assumption of Responsibility

The Renter assumes full responsibility for the appropriate conduct of all the group members and guests during rental hours. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the rental, the rental contents, or to the grounds. The Village is not liable for any loss, damage, injury, or illness suffered during the use of the rental by the Renter or guests. The Village is not responsible for any items that are left at the rental by the Renter or guests.

Security Deposit

The security deposit shall be used to repair, replace, or pay for any damage or loss to the rental, grounds, or furnishings which are damaged or destroyed by the Renter or any participant at the event. The Village may hold such deposit for such period of time as is necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The security deposit or a portion thereof, may be retained by the Village to cover excessive or unusual cleanup costs, to compensate for the use of Village space, or for property usage after the contract period has expired. Any Renter failing to vacate Village premises at the designated time shall forfeit their entire damage/security deposit. It is the Renter's responsibility to ensure the facility is in its original order immediately after use.

Terms and Conditions

Renter agrees to leave the facility in a clean, neat and orderly condition. The facility will be inspected after each rental to ensure that the facility is returned in the proper condition. If the facility is left in less than satisfactory conditions or if physical damage is done to the facility, the renter will be charged a fee of \$50 per hour for any cleaning or maintenance that is required to bring the facility back to the proper condition. Any costs for materials needed for repairs or clean-up will be in addition to the charge of \$50 per hour and billed directly to renter. In the event the renter does not abide by the conditions of this rental contract, the renter will no longer be allowed to rent any facility of the Village of Port Austin.

Rental Times

Rental time includes setup and cleanup. Rental time is booked in hourly increments. Facilities are available 364 days a year, Monday through Sunday from 8am to 10:30pm (July 4th holiday is reserved in advance by the Village of Port Austin and is not available for private rental). Village Council will consider times outside these parameters per agreement basis. Certain dates and restrictions may apply.

Facility Amenities and Supplies (Applicable to Visitor Center Only)

The North meeting room and kitchen area is for private rental use only. Bathrooms and foyer will remain open to the public during rental times. The North meeting room is equipped with a head table that seats 10 and 50 additional chairs. The kitchen area has counter space with electrical outlets, a full size refrigerator, and a sink for use. The room capacity is 60 people. Building will not be rented to anyone under 21 years of age.

Decorations

No decorations are to be hung, taped, glued, nailed or affixed in any way to walls, ceilings, lights or fixtures at any time.

Smoking/Pets (Applicable to Visitor Center Only)

There will be no smoking or pets allowed in the Visitors Center or restrooms at any time.

Alcohol

Alcohol is allowed on the rental premises. Renters agree that they will not provide alcohol or cereal malt beverages to anyone less than 21 years of age. Renters also agree that the Village is not responsible or liable for any damages to property or persons arising from use of the room or consumption of alcoholic beverages on the premises. Renters agree to hold the Village harmless from any such damages and indemnify the Village for any costs incurred there from. It is the Renter's responsibility to obtain such licenses and permits as may be required if alcoholic beverages are sold or exchanged for value at a function. If alcoholic beverages will be sold or exchanged for value, renter must obtain Liquor Liability Insurance. Policy should be underwritten for \$1,000,000.00 coverage naming the Village as additionally insured. A copy of this insurance must be filed with the Village prior to the event. Initials _____

Entry/Exit (Applicable to Visitor Center Only)

Entry to building will be on a per agreement basis as determined by the Village Council. If renter is provided a key to the facility, it must be returned upon exit. Lost, stolen or unreturned keys will result in a \$100 rekey fee. All garbage and litter is to be placed in proper receptacles and to be removed by renter upon leaving building. All floors must be swept and/or vacuumed, tables and counters wiped off and all furniture returned to its original place.

Renter acknowledges that the Village reserves the right to cancel any rental at any time.

I certify that I have read, understand and agree to the above rules from page 1 and 2 of this rental contract.

Renter's Signature _____ Date

Name: _____ Phone #: _____

Address _____ Driver's License: _____

Date of Rental: ___/___/___ Start Time: ___ am/pm End Time: ___ am/pm

Purpose of Rental: _____

<p><u>Rental Rates</u> (Check facility that applies to this contract)</p> <p>___ Visitor Center (\$25 per hour)</p> <p>___ Veterans Waterfront Park (\$50)</p>

<p><u>Internal Use Only:</u></p> <p>Total Due: _____</p> <p>Date Paid: _____</p> <p>Check/Cash: _____</p>

Village Representative's Signature

Date