

**PENTWATER FRIENDSHIP CENTER (310 N. RUSH ST.)
RENTAL AGREEMENT**

1. Prospective renters may reserve the Friendship Center for private parties, meetings and presentations. Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed upon the completion of this rental agreement along with receipt of the rental fee and clean-up deposit and proof of insurance if necessary. The center may be rented any day or evening that normal activities are not scheduled. It is rented on a first-come first-serve basis.

2. Rental Rates

(a) All civic groups or non-profit organizations that are either physically located in the Village of Pentwater or registered with the State of Michigan in the Village of Pentwater: \$25 rental fee per event. This fee may be waived by the Village President or Village Manager when (1) it is determined that no cleaning or other costs will be incurred by the Village and (2) it is determined to be in the best interest of the Village.

(b) All others: \$200 per event.

3. A clean-up deposit of \$100.00 is required. The deposit will be returned after the Center is properly cleaned and all items returned to their original location and there has been no damage. A diagram is provided in order to aid you in the rearrangement of the furnishings. Garbage and trash should be collected, bagged and put securely in the outside dumpster. Trash bags and cleaning materials are to be furnished by the renter. Cleaning equipment may be available for use. Decorations should not be nailed, stapled or glued to the walls or furniture. **Cleanup must be completed by 9:00 AM the following morning.**

4. Access to the building for decorating or preparation is based on the availability of the building. Access must be authorized by the Village Clerk and any necessary key can be signed for and obtained from and must be returned to the Village Clerk at Village Hall.

5. The behavior of all persons attending any private party, meeting or presentation is the responsibility of the renter. Renter agrees to ensure that all guests behave in such a manner so as not to cause any damage to any persons or property on the premises or to interfere with the rights of neighboring property owners. By your signature on this document, you, the renter, assume the responsibility for any damage caused by your acts, the acts of any of your guests or any other third-party present at the Center during this rental period.

6. In the event that alcoholic beverages are served, all liquor liability in connection with the consumption thereof is the responsibility of the undersigned renter. The renter agrees to obtain, at their cost, appropriate insurance coverage naming the Village of Pentwater, including the Friendship Center Board as insured for any liability connected with the consumption of alcoholic beverages on the premises and copy must be given to the Village Clerk with signed agreement. Under no circumstances may alcoholic beverages be sold on the premises.

Please sign your name on each of the next 5 lines with X's below. Thank you!

7. To the fullest extent permitted by law X _____ (responsible party) shall defend, protect, hold harmless, and indemnify the Village of Pentwater, its officers, directors, council members, managers, members, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to or sickness or death of, any person, or property damage or destruction (including loss of use) which may be imposed upon, incurred by or asserted against the Village of Pentwater or its related parties allegedly or actually arising out of or resulting from any and all uses or occupancy of the Village of Pentwater

as described in this User Agreement, including without limitation any breach of contract or negligent act or omission of X _____ (responsible party) or of X _____ (responsible party) consultants, subcontractors or suppliers, or agents, employees or servants of

X _____ (responsible party). This indemnity provision shall include claims alleging or involving joint or comparative negligence.

8. The rules and regulations of the Friendship Center are hereby incorporated by reference as part of this agreement and the renter acknowledges a receipt of a copy of the rules and regulations. X _____

9. The undersigned hereby acknowledges and agrees that they have read this agreement and will fully comply with the terms hereof. Failure to restore the premises to its prior condition shall result in the forfeiture of any deposit, and additional liability for any damages or loss in excess of the amount of the deposit.

I have read the agreement and agree to comply with the terms hereof.

Date & Time of Function: _____

Type of Activity: _____ **Approx. Number Expected:** _____

Date of This Request: _____ **Telephone #:** _____

Print Name of Renter: _____

Address: _____

Signature of Renter: _____

OFFICE USE ONLY:

(copy of check)

Office Use Only: RENTAL PAID \$ _____ **Marked In book:** _____

DEPOSIT PAID \$ _____ **RULES REC'D** _____

DEPOSIT REFUND DUE: YES / NO

VILLAGE REFUND CHECK # _____

Village of Pentwater is an equal opportunity provider.

Approved by Council: