

Township of Alcona
Building Use Agreement

Name of User _____ Contact Phone# _____

Date of function _____ Begin time _____ End time _____

Function _____

Provided that by signing this agreement, the undersigned hereby agrees to all rules and regulations contained herein.

RULES AND REGULATIONS

Rental of the Alcona Township Hall is \$ _____ payable in advance of the function. In addition, upon reserving the facility the user shall pay a security deposit equal to the rental fee \$ _____, of which will be refunded only after inventory and inspection shows no losses, damages, or smoking, during the user's control of the building. The user shall forfeit their security deposit if they cancel the agreement within 30 days of the event. The user waives any requirement of the Landlord and Tenant Act and acknowledges that he may be present during an inspection prior to the function and at the time the inspection is made after the rental period, but acknowledges that the opinion of the representative of the Township of Alcona shall be binding upon him.

It is agreed that the user will conclude his function and vacate the building by _____.
The premises may be used only for the purposes stated.

All police, fire safety, sanitary, and other regulations in force must be observed.

User may not attach and decoration, etc. to building or its fixtures by a permanent means, including tape, which cannot be removed without damage. It is permissible to decorate the hall prior to the function if the hall is not rented to another party.

All equipment, furnishings, supplies, food, trash and rubbish, and anything else brought into building by users must be removed immediately following the function, unless other arrangements have been made with the Township prior to the function. Trash includes paper, cans, etc. inside and outside of building.

User shall not permit or allow premises to be damaged or diminished in value by any act or negligence of users, members of group using; their guests, or employees, in any manner whatever. The user is responsible for all loss or damage. At the conclusion of the rental period, it is the responsibility of the user to see that all windows and doors are securely closed and locked, and that the thermostat is turned down to 60 degrees and all lights and stoves are turned off, and that the hall key is returned to the township.

Any substantial abuse or damage to the premises or its contents by groups or persons using the building their guests or employees, shall be sufficient cause for denial of any future request for use, and the cost of repair of any such damage shall be borne by the user. In the event there is damage over and above the security deposit, the use agrees to immediately transmit the sums due to the Township of Alcona.

The Township of Alcona shall be held blameless from any injury whatsoever to persons or property during rental periods, and the user here accepts full responsibility therefore, and further, by signing and dating the agreement does unequivocally absolve the Township of Alcona from any and all liability and indemnify the Township for any losses suffered or incurred.

The user certifies that all activities carried on within the building shall be legal and the user shall be absolutely responsible for ascertaining that no illegal activities of any type shall be permitted on the premises. Specifically, there shall be no minors permitted to indulge in any illegal activities, including but not limited to illegal drinking, illegal taking or selling of drugs, gambling or any other similar activities. Furthermore, the user agrees to insure that any necessary liquor license are obtained from the State of Michigan prior to serving alcoholic beverages on the premises.

If the Renter furnishes alcoholic beverages at a private function, Alcona Township strongly recommends the renter to acquire "Host Liability Insurance". Renter hereby acknowledges notice that Alcona Township is not providing Renter with "Host Liability" coverage.

Renter hereby acknowledges notice that Alcona Township is not providing "Host Liquor Liability" or "Liquor Liability" coverage whatsoever, nor is Alcona Township to be considered a licensee when applying to the Michigan Liquor Control Commission (MLCC) for Special Liquor License. If the Renter furnishes alcoholic beverages at an event, charges an entry fee, requires ticket purchases in advance, raffles and/or has a cash bar, Renter must provide copies of liquor and raffle licenses from the Michigan Liquor Control Commission and Lottery Commission and licenses must be posted. It is understood and agreed the Renter is the Licensee of the liquor bond, and shall have sole responsibility for any and all liability relating to said license. Alcona Township must be added to the Host Liability Insurance as "Additional Insured".

The Alcona Township Hall is a Smoke Free Hall. Any evidence of smoking including but not limited to cigarette butts, burn marks or smoke residue on windows or in the air, is enough reason for the Township to keep the user's security deposit.

DATE _____

Signature of User

Receipt is acknowledged of the sum of \$ _____ and \$ _____
Rental fee security deposit

LeeRoy LaLonde, Custodian
989-471-2948