

**LEWIS EMERY PARK  
COMMUNITY CENTER BUILDING  
RENTAL AGREEMENT**

Kenneth McCosh, Park Director  
1629 Alameda Drive, Hillsdale, MI 49242  
Home Phone: 437-4614

1. The Board of Hillsdale County Park Commissioners agrees to rent the Community Center located at 2121 Lewis Emery Drive, Hillsdale, to the individuals, corporations, service groups or other entities whose signatures appear below (hereinafter called "Renters").
  
2. The renter shall use the rental premises, which consist of the Community Center building, solely for the purpose of: \_\_\_\_\_.
  
3. Date(s) of rental: \_\_\_\_\_ From: \_\_\_\_\_ A.M./P.M. To: \_\_\_\_\_ A.M./P.M.  
During the rental period, the rental shall have the sole and exclusive use and control of the rented premises.
  
4. The rental price shall be paid in full by the renter immediately upon the execution of this agreement by the renter and the Park Commission. The required security deposit shall be paid no later than 30 days prior to the rental date or scheduled rental date shall be forfeited. In the event of cancellation by the renter, there shall be a 100% refund of the rental price, **less a \$20 booking fee**, and a 100% refund of the security deposit if written notice is delivered to the Park Commission office more than 30 days prior to the commencement of the rental period. A 50% refund of the rental price, **less a \$20 booking fee** and a 100% refund of the security deposit shall be given if written notice of cancellation is delivered to the Park Commission office less than 30 days prior to the commencement of the rental period.
  
5. A security deposit is required as specified in this agreement. In the event renter fails to comply with the provisions of paragraph 8 of this rental agreement, so much of the security deposit as is necessary to defray and cover the costs incurred or to be incurred by the Hillsdale County Park Commission in cleaning, restoring and/or repairing the rented premises to the condition they were in when taken, may be retained by the Hillsdale County Park Commission and charged against said security deposit. The Board may also seek greater monetary restitution for any damage caused by renters, and by signing this contract, renter herein acknowledges that he/she is aware of his/her responsibility for the actions of the group for which he/she is signing.

Any portion of the security deposit that is to be refunded to the renter shall be refunded as soon as possible after the end of the rental period, unless any portion of said security deposit is being retained as stated above, then applicable refund shall be made within 30 days after the end of the rental period. An itemized list of the cleaning, restoring and/or repairs that were necessitated by or were a result of the renter's occupation of the rented premises shall also be provided together with a statement as to any portions thereof that remain unpaid. Any unpaid portions of expenses incurred by the Hillsdale County Park Commission in connection with cleaning, restoring and/or repairing the rental premises to their previous condition shall be due and payable by the renter forthwith upon presentation of said statement. Renter shall also be responsible for any loss of income and other damages that are sustained by the Hillsdale County Park Commission as a result of the rental building being rendered unusable as by or as a result of renter's occupation and use of the rented premises.

6. Renter agrees to abide by all state laws and county ordinances. Renter acknowledges having read and agrees to abide by and comply with all of the rules and regulations set forth on the reverse side of this rental agreement, said rules and regulations being incorporated herein and made a part hereof by reference. Park is open for public use from sunrise to sunset per county ordinance. The Community Center building will be open for the hours listed on the contract.
  
7. The Community Center is not a licensed establishment for consumption of alcoholic beverages. The possession, use and consumption of alcoholic beverages is strictly prohibited anywhere on the premises unless there is strict, continuous and full compliance with the following provisions:
  - a. Renter shall obtain and maintain, at renter's sole expense, all licenses and permits required by the Liquor Control Commission and any other regulatory body which controls and/or regulates the possession, use and consumption of alcoholic beverages as a condition precedent to the possession, use or consumption of alcoholic beverages in the Community Center premises;
  - b. Renter shall require full compliance by renter and all renter's employees, agents, guests and other licensees and invitees with all applicable statutes, rules and regulations regarding the possession, use and consumption of alcoholic beverages and shall be solely responsible at renter's sole expense for providing all necessary security to ensure such compliance;
  - c. The possession, use and consumption of alcoholic beverages shall be confined to the interior of the Community Center;
  - d. The possession, use and consumption of alcoholic beverages by anyone under 21 years of age is strictly prohibited and renter shall not permit or suffer such possession, use or consumption to occur under any circumstances.
  
8. The renter agrees to and shall be wholly responsible at renter's sole expense for the clean-up, restoration and repair of the rental premises to the condition they were in when taken immediately at the end of renter's occupancy thereof.
  
9. The Park Commission reserves the right to deny further use of the Community Center for rental purposes to any renter who allows any of these provisions to be violated by himself or any member of his/her group. This denial in no way limits the Park Commission from further claims for any damages allowed or caused by renter.
  
10. This rental agreement is not transferrable or assignable.
  
11. The Board of County Park Commissioners reserves the right to reject or approve any and all contracts.

1. All decorations and tape must be removed from the walls, tables and building, and properly disposed of.
2. All tables and chairs must be returned to the same place they were found. Tables should be wiped off. **Sliding chairs or stacks of chairs across the floor will result in full or partial forfeiture of renter's security deposit. Use the yellow hand trucks provided for moving and storing the chairs.**
3. No chairs are allowed in the foyer. All fire lanes must be kept open according to law.
4. The entire floor must be mopped, including kitchen and restrooms. Black marks must be removed from the floors by firmly rubbing the floor with a wet mop. Do not use abrasives. Use warm water only for cleaning floors.
5. Restrooms, including toilets (sanitary gloves available), must be cleaned and countertops wiped off.
6. The kitchen must be cleaned and mopped. Countertops and stove wiped off. Remove all contents from the refrigerator and wipe out. Clean foyer area and floor mats there and in kitchen.
7. No kegs allowed in refrigerator -- shelf supports are not strong enough for added weight.
8. All garbage and trash, inside and outside of the building, must be bagged and placed in the dumpster in the parking lot. You will find an ample supply of trash bags in the kitchen cupboard.
9. If anything is damaged or stolen during your rental times, you are responsible and will be charged accordingly.
10. The agreed time in your rental agreement is the only time that you have rented the building. You must have the building cleaned and all of your items removed by the end of your rental time in order to receive your deposit in full.
11. Trash bags, towels and cleaning items are supplied for your use.
12. The park director or his representative will open the building. Renters will be responsible for locking the building at the end of their rental time and will be liable if the building is left unattended. There is a \$25 charge for unreturned or lost key and/or failure to lock building as specified. Key is to be left on top of the fire extinguisher cabinet.
13. Absolutely no confetti, rice or bird seed allowed in the building.
14. Dancing is allowed, but music should not disturb area residents.
15. Parallel parking on the berm of the roads around the Community Center will be permitted, as long as the vehicle is completely off the traveled portion of the road.
16. **Smoke free building.** Violators subject to No Smoking Act (PA198 of 1986) and security deposit forfeiture.

**Your Cooperation In Keeping This Community Center The Fine Facility That It Is  
Will Be Greatly Appreciated**

		<b>Rental Rate</b>	<b>Security Deposit</b>
Monday-Thursday	10:00 A.M. - 5:00 P.M.	\$ 75.00	\$ 75.00
Sunday	10:00 A.M. - 5:00 P.M.	\$ 75.00	\$ 75.00
Sunday-Thursday	6:00 P.M. - 1:00 A.M.	\$100.00	\$200.00
Sunday-Thursday	10:00 A.M. - 1:00 A.M.	\$150.00	\$200.00
Friday	10:00 A.M. - 5:00 P.M.	\$ 75.00	\$ 75.00
Friday-Saturday	10:00 A.M. - 1:00 A.M.	\$300.00	\$200.00
Saturday**	10:00 A.M. - 5:00 P.M.	\$ 75.00	\$ 75.00

**\*\* Special rate on Saturday for funeral dinner's only.**

**NOTE:** Effective 1/19/00, a \$20 booking fee is required for all next year reservations with the deposit to be applied towards the rental fee due upon execution of the rental agreement.

**The booking fee will be forfeited if rental is cancelled.**

Recognized and supervised youth groups such as Girl Scouts, Cub Scouts, etc., may use the building rent free Monday-Thursday, provided it is not rented. Applicable security deposit required. If after reserving the building a rental opportunity arises, the youth group will be charged the rental rate applicable. The security deposit will be returned as soon as possible after your rental date, subject to satisfactory inspection of the facilities.

**RENTER'S CLEAN-UP CHECKLIST**

1. Dispose of all garbage and trash by bagging and placing in dumpster provided.
2. All tables and chairs must be returned to the same place they were found. Tables should be wiped off. **Sliding chairs or stacks of chairs across the floor will result in full or partial forfeiture of renter's security deposit. Use the yellow hand trucks provided for moving and storing the chairs.**
3. Restrooms must be left clean. Clean toilets and wipe down countertops in restrooms and kitchen.
4. Remove all contents from refrigerator. Clean refrigerator and range.
5. Carefully remove all tape and decorations from walls, ceilings, etc., and dispose of properly.
6. Sweep all floors, mop, and remove any black marks by firmly rubbing floor with wet mop.
7. Pick-up trash, etc., around the outside of the building and place in dumpster.
8. Clean entrance area and floor mats.
9. **CALL 437-4614 IF ANY PROBLEMS ARISE.**
10. Lock doors and place key on the fire extinguisher cabinet.

**THIS IS YOUR COMMUNITY CENTER!  
HELP US KEEP IT CLEAN AND NEAT!**

Thank you!

Hillsdale County Park Director  
Kenneth McCosh

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Revised: 11/06/02

1919 Hudson Road  
Hillsdale, MI 49242  
(517) 437-4458

Kenneth McCosh-Park Director (437-4614)

**PLEASE COMPLETE THIS PAGE ONLY AND RETURN IT TO OUR OFFICE  
WITH CHECKS PAYABLE TO "HILLSDALE COUNTY PARK COMMISSION"**

I have read and thoroughly understand the rates, rules and regulations as prescribed by the Park Commission for the rental of the Lewis Emery Park Community Center and hereby agree to abide by them.

Renter agrees to and shall indemnify and hold the Board of Hillsdale County Park Commission harmless and defend it from any and all claims, liability, loss, damage, or expenses to or by any third party resulting, arising from or on account of renter's occupation and use of said Community Center, specifically including, by way of example and not limitation, any claim, liability, loss or damage arising by reason of:

- a) the death or injury of any person;
- b) the damage to or destruction of any property;
- c) any act or omission of renter or any employees, agents, guests and other licensees and invitees of renter, whether sole or concurrent with any other person or entity.

**RENTAL DATE:** \_\_\_\_\_ **TIMES:** Open At: \_\_\_\_\_ AM/PM \*

**RENTAL PURPOSE:** \_\_\_\_\_ Close At: \_\_\_\_\_ AM/PM

\* PROMPTLY meet the park director at the above specified time for opening. You are responsible for locking the building at the closing time specified above.

		<u>Amount Due</u>	<u>Date Paid</u>
<b>Renter's Name:</b> _____	Rental Rate:	\$ _____	_____
<b>Address:</b> _____ _____	Less:		
	Booking Fee: (nonrefundable)	\$ _____	_____
	Balance Due:	\$ _____	_____
<b>Signature:</b> _____	Deposit	\$ _____	_____
<b>Phone:</b> _____ _____	*Friday Nite "Early in" fee	\$ _____	_____
		<u>Deposit Returned</u>	<u>Date Returned</u>
<b>S.S. #:</b> _____	<b>Date:</b> _____	\$ _____	_____

\*To be deducted from deposit.

Rules and regulations as revised and adopted by the Board of Hillsdale County Park Commissioners at a regular meeting held the 6th day of November, 2002, to be effective 1/01/03.