

ROTHBURY COMMUNITY CENTER Rental Agreement

1. During the rental term, the renter of record (the person who signs the contract) shall be solely responsible for each guest at the facility and, the property belonging to the Village of Rothbury, as well as any personal property, food, or drinks brought to the Rothbury Community Center by the renter or any of the renter's guests or invitees. To that extent, the renter shall indemnify and hold the Village of Rothbury harmless from any and all claims directly or indirectly related to the renter's use of the Rothbury Community Center.
2. The renter shall be at least twenty-one (21) years of age. If the facility is rented by a person twenty-one (21) years of age or older on behalf of a minor, this rental agreement is immediately null and void. The property shall be vacated by all individuals and refund of the security deposit shall be forfeited.
3. As authorized by the Village President or Rental Coordinator, this rental agreement may be severed at any time during its term in the event of unruly, destructive, obscene, or generally unacceptable behavior. In such case, all persons on the property must vacate the premises and refund of the security deposit shall be forfeited.
4. Any tampering with or alteration of electrical service either within or outside the building will result in full forfeiture of the security deposit.
5. The rental fee for the facility is six hundred fifty dollars (\$650.00). An additional security deposit of two hundred dollars (\$200.00) will be paid at the time the Center is reserved to hold a specific date. Event cancellations require 30-day prior notice to ensure return of full deposit. Any damage to the building or its contents, as determined by the sole discretion of the Village, will be deducted from the security deposit. Additional cleaning charges may be assessed if the facility is not returned in "as-rented" condition per the attached checklist which is incorporated by reference. If the facility is deemed in reasonable and good order, as determined by the sole discretion of the Village, at the expiration of the rental agreement, the security deposit will be returned to the renter of record within two weeks of the event.
6. The full rental fee is due on the Thursday prior to the reserved date between the hours of 6:15 p.m. and 7:30 p.m. Once full payment has been made, the key to RCC will be given to the renter of record. It must be returned by 2:00 p.m. the following day through the drop slot located in the door on the north side of the building. Failure to surrender the key will result in full forfeiture of the security deposit. If an event is scheduled for the day before or after yours, we may demand you vacate earlier so that the facility can be made ready and available by 8:00 a.m. for the next event. The Village of Rothbury reserves the right to rent, or refuse to rent, the Community Center on any Friday, Saturday or Sunday at the sole discretion of the Village and as demand warrants. A special non-refundable "pre-event" rental fee of \$50.00 may be available to reserve the day prior to your event if extra decorating time or set-up is necessary.
7. The parking lot shall be left free of litter (i.e., broken glass, beverage containers, litter, etc). Any cleaning required by the Village will be deducted from the security deposit.
8. If alcohol of any type is served, the renter shall hold the Village of Rothbury harmless for any ensuing claims. If a cash bar is offered or if a cover fee is charged, you must consult with the Michigan Liquor Control Commission (517-322-1345) to obtain a liquor license. A certificate of insurance and the liquor license must be submitted to the Village five (5) days prior to the scheduled event. The renter is solely responsible for and required to comply with any and all local, state, and/or federal laws. Renter's, renter's guests', or invitee's failure to comply with this section may result in the Village immediately terminating this agreement without notice.

9. In general, the facility curfew is 1:00 a.m. and access may be allowed until 2:30 a.m. for clearing and ordering the facility. Provided, however, that the Village has the authority to unilaterally establish an earlier curfew in the event the Village, in its sole discretion, determines that an earlier curfew is in the best interest of the Village and/or its constituents.
10. No candles or open flames are permitted.
11. No firearms are allowed on the premises at any time by any individual unless allowed by appropriate Michigan law.
12. The Village of Rothbury reserves the right to schedule patrol of the parking lot or building, if necessary, by local law enforcement authorities during any scheduled event. In the event the renter, its guests or invitees, violate this agreement, the Village has the right to immediately terminate this agreement and forcibly remove any and all occupants of the Community Center.
13. Renter may not assign this agreement.
14. By entering into this agreement, renter agrees to be bound by the terms and conditions of the Rothbury Community Center Rental Reminders, Terms, and Conditions.
15. In the event the Village is required to take any action to enforce this agreement, the Village shall be entitled to recover its costs for doing so, including, but not limited to, its attorney fees.

Date to be Rented: _____
Time to be Rented: _____
Time to be Vacated: _____
Expected Capacity: _____

The terms of this agreement have been reviewed with the renter; and by signature below, renter verifies that they understand the rental terms and restrictions of this agreement and agree to abide by them.

Renter: _____
Name: _____
Date: _____

Village: _____
Name: _____
Title: _____
Date: _____