

The key must be picked up the Friday Before the event by 2:00 PM. A \$100.00 cash deposit is required when picking the key up. If the Key is not picked-up by 2:00 PM, a \$50.00 Fee maybe applied. Initial _____



Water Tower Park

11345 Harold Drive

Hall Usage Policy / Contract

Hall Capacity 80

Saturday & Sunday use (after 7:00 a.m.) : \$145.00 (Non-Residents \$245.00)

Monday – Thursday use (after 3:30 p.m.): \$95.00 (Non-Residents \$120.00)

Friday use (after 3:30 p.m.): \$105.00 (Non-Residents \$145.00)

All Holidays (if available): \$145.00 (Non-Residents \$245.00) – Not eligible for Discounts

Deposit (all days): \$100.00

No Smoking !

The City of Luna Pier, of Monroe County, Michigan, Lessor, in consideration of the agreements on behalf of _____, Lessee, below as set forth, hereby leases to Lessee the following facilities in the City of Luna Pier on _____, 2022 **no earlier than 7:00 a.m. to no later than 11:00 p.m. unless otherwise noted. (Access to the building is only permitted on the day of rental.)**

LESSEE, in consideration of said leasing agreement, agrees as follows:

- + To pay for use of said premises and equipment \$_____.00 to be paid upon rental of hall.

- + Lessee agrees to provide \$100.00 (cash only) as a deposit for loss and/or damage to furniture or fixtures, equipment, utensils and other real and personal property and for failure to comply with any terms of this contract, arising out of the Lessee use of the hall. **Said amount to be refunded in full if all contract provisions are upheld and no loss or damage occurs.**

- + Lessee agrees to:
 1. Take paper and plastic products off tables and return them to the original configuration in which they were found.
 2. Wipe off all tables and chairs.
 3. Sweep and mop floors
 4. Empty all waste baskets, including restrooms, and place trash in dumpster located near the rear of the building.
 5. Ensure that building is secured upon vacating.
 6. Clean stove/oven, microwave, refrigerator and coffee urn if used by Lessee.
 7. All Lessee items must be removed from the hall on the date of the rental.

with the approval of City Council.

- ✚ Non-profit organizations requesting a fee reduction must submit to the City Council, in writing, the requested date and use for the hall. A \$100.00 refundable deposit is mandatory for all hall rentals, even if rental fee has been reduced or waived.
- ✚ A copy of a State/Federal non-profit license must be presented with request for fee waiver.

WATER TOWER PARK HALL USE FOR WEEKLY/MONTHLY MEETINGS:

- ✚ Organizations requesting use of the hall for weekly or monthly meetings must submit a letter with the request to the City Council.
- ✚ Dates and times must be included in the request.
- ✚ Use of the hall for meetings on Friday, Saturday and Sunday will not be allowed.

WATER TOWER PARK HALL HOURS OF USE :

SATURDAY - SUNDAY: Admission to hall 7:00 a.m. Hall must be vacated by 11:00 p.m.

MONDAY – THURSDAY: Admission to hall 3:30 p.m. Hall must be vacated by 11:00 p.m.

FRIDAY: Admission to hall 3:30 p.m. Hall must be vacated by 11:00 p.m.

INSPECTION BY CITY:

The hall will be checked by a City employee after each rental. If the hall was not cleaned according to the City's specifications, or if items are missing, a deduction will be made from the deposit amount, up to the entire deposit and any additional fees the City may assess. The fee for damaged or missing items will be the actual cost incurred by the City.

If there is a problem with the hall prior to or during your rental, please contact the following: Dee Parran, Treasurer 734-770-9500 or the Luna Pier Police Department 734-848-4310 or 734-243-7070 (to contact the police thru central dispatch if there is no answer in the office).

IF ALCOHOL IS ON THE PREMISE:

- ✚ In the event Lessee desires to serve alcoholic beverages, Lessee shall provide the name of the serving establishment, if utilizing one, to the City 30 days prior to the rental date. Lessee agrees that the establishment will provide a certificate of insurance evidencing coverage of liquor liability insurance in the amount of \$1,000,000.00, Combined Single Limit, to the City 30 days prior to the rental date.
- ✚ **In the event the Lessee is providing their own service, they must furnish to the City, evidence of liability coverage in an amount of not less than \$300,000.00. Lessee agrees**

to abide by all Michigan Liquor Control Laws.

- ✚ Lessee shall indemnify and save Lessor harmless from and against any and all loss, cost (including attorney's fees), damages, expenses from any and all claims for bodily injury (including death resulting there from and including statutory liability under worker's compensation laws to the fullest extent provided by law), personal injury or property damage from any source whatsoever arising out of the use of, occupancy of, operation of, conduct of or about, serving or furnishing of or consumption of alcoholic beverages in or around, or rental of the demised premises, or the sidewalks or alleyways adjoining the premises. This shall not apply if such damages shall have been due to the sole liability of Lessor or agents.

- ✚ **IN THE EVENT THAT THE LESSEE IS A NON-INDIVIDUAL (GROUP OR ORGANIZATION), THE FOLLOWING PARAGRAPH SHALL APPLY.** Lessee agrees to provide a certificate of insurance naming as additional insured City of Luna Pier, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. (This clause is waived for individuals.)

MICHIGAN LIQUOR LIABILITY LAWS INCLUDE, BUT ARE NOT LIMITED TO:

1. Minors are prohibited from consuming and/or serving liquor.
2. Bartenders are prohibited from consuming alcoholic beverages while on duty.
3. Alcoholic beverages are not to be served to any intoxicated person (visibly intoxicated or not.)
4. No alcohol is allowed outside the building.

For a complete copy of the law, CONTACT THE MICHIGAN LIQUOR CONTROL COMMISSION.

IF BOUNCES HOUSES OR INFLATABLES ARE ON THE PREMISES, lessee needs to provide a certificate of liability naming the City of Luna Pier as an additional insurer in the amount of \$1,000,000 thirty (30) days prior to the date of rental.

BE SURE TO LOCK ALL OUTSIDE DOORS WHEN LEAVING THE HALL!

Please see attached checklist before signing.

Signed: _____ Date: _____
(Lessor)