

DATE OF PARTY	_____
NAME	_____
PARTY TYPE	_____
DATE RESERVED	_____
PAID	CK# _____ CASH _____

TILDEN TOWNSHIP PAVILION RENTAL AGREEMENT

The parties hereto agree to the following terms and conditions:

1. Parties. The parties hereto include Tilden Township, MI, and the person(s) or entity identified below (the "Renter"). The Renter affirms they are a resident or taxpayer of Tilden Township, MI, and are over the age of 21.

2. Scope, Payment and Use. Tilden Township agrees to provide the Renter with use of the Tilden Township Pavilion for the following dates and times:

Date: _____ Times: _____

Renter agrees to pay Tilden Township the required fee and utilize the Pavilion consistent with the terms contained herein, including: 1) no admission may be charged to guests; 2) ~~noise must be kept to reasonable levels~~; 3) can never ask any individual to leave the Recreation Area or place signs that you are having a private party. The Recreation Area is open to the public. You are renting the Pavilion and restrooms only.

3. Rental Fee. The following fee schedule applies to the Pavilion rental.

Family use for funeral or luncheon. (No Charge)

Pavilion rental. (\$50.00) Refund (\$25.00)

The refund (deposit) amount shown above will be returned to Renter upon confirmation of compliance with the terms contained herein and will follow the Accounts Payable guidelines.

4. Attendance Requirement. Renter must be the person/entity hosting the subject event at the Pavilion and further agrees to be present at the Pavilion for the entire duration of the subject event.

5. Clean-up. Renter is responsible for the condition of the Pavilion following the event, and must leave the Pavilion clean and free of debris, garbage and any other materials used for or during the event. Garbage needs to be bagged, placed in cans and locked in the Pavilion. Restrooms are to be cleaned and locked. Wet mop floors in the pavilion and restrooms. Make sure lights are off, windows closed and all doors locked at the Pavilion. The Pavilion must be returned to its pre-event condition no later than noon (12:00 pm) on the day following the event.

6. Damage. Renter is solely responsible for any and all damage to the Pavilion and/or the grounds surrounding same caused by the event or those attending the event.

7. Insurance. Renter of Pavilion shall maintain at all times during this Agreement, at its sole expense, liability insurance protecting and insuring both the Renter and the Tilden Township from all claims for injury or damage to person or property arising out of the use of the Property by Renter. The amount of the insurance shall be not less than two-hundred and fifty thousand and 00/100 dollars (\$250,000.00) per occurrence for accident, bodily injury, or death and not less than two-hundred and fifty thousand and 00/100 dollars (\$250,000.00) for property damage. Tilden Township shall be named as an additional insured in connection with the activities contemplated in this Agreement, to be stated explicitly on the Certificate(s) of Insurance,

and Renter must provide Tilden Township written proof of such coverage as a condition precedent to this Agreement, and before Renter is permitted to utilize the Pavilion.

8. Alcohol. If Renter intends on furnishing and/or allowing alcohol to their guests or invitees during the rental period for the event, Renter must obtain in advance, or demonstrate an existing coverage under, a policy of liquor liability insurance coverage with limits of no less than \$250,000.00, and naming Tilden Township as an additional insured. Renter must provide written proof of such policy to the Township prior to the event.

9. Defend, Hold Harmless and Indemnify. Renter shall defend, hold harmless and indemnify Tilden Township against any and all claims and actions arising out of or related to any activities contemplated by or in this Agreement, or any occurrences or omissions related thereto.

10. Assign and Sublet. Renter shall not assign or sublet this Agreement in whole or in part to any other entity without the prior written approval of Tilden Township. The parties further agree that the rights granted under this Agreement shall not create any property interest in the Pavilion for the Renter or the Renter's guests.

11. Supplies. Tilden Township shall provide garbage bags, and use of the stove and refrigerator. Renter must supply all other supplies such as dish towel and cloths, coffee, creamers, dishes, flatware, serving spoons, pots and pans, serving platters, tin foil and/or plastic wrap, etc.

12. Deposit and Key. Upon confirmation the Pavilion has been left in pre-event condition, and terms of this Agreement have otherwise been met, the Deposit shall be returned to the Renter. To the extent necessary, the Deposit may be used for costs associated with clean-up, repairs and/or replacement of lost/missing items. The key for the Pavilion may be picked up 24 hours in advance of the event and must be returned to the Township Office no later than noon (12:00 PM) on the first business day following the event.

13. Termination. Tilden Township reserves the right to terminate this Agreement, retain the entire Rental Fee(s) and require Renter and/or event guests to vacate the premises as follows: a violation of the terms of this Agreement; a violation of any federal, state or local laws or regulation; an emergency; damage to the premises or to personal property including personal property of Renter or guests or personal injury to same; or where guests become unruly and there is a significant threat of damage or injury to persons or property. Tilden Township reserves the right to refuse future rental to those who violate any terms of this Agreement.

14. Law and Venue. Any lawsuit arising out of this Agreement or the use of the Pavilion shall be governed by Michigan law and venued in Marquette County, MI, in a court of competent jurisdiction.

15. Entire Agreement. This Agreement contains the entire agreement by and between the parties.

The parties hereto agree to the terms contained herein, and affirm same by their signatures below:

Tilden Township

Printed Name

Title

Signature

Date

The Renter

Printed Name

Date

Address

Phone Number

Signature

Hall Phone: 906.486.6580
Fax # for Insurance: 906.486.6560
Email: Tildentwp@tildentwp.org

IF AT ANYTIME DURING YOUR EVENT YOU EXPERIENCE PROBLEMS, PLEASE CALL SUPERVISOR FRED VANLUVEN: (906) 250-2699 OR DPW SUPERVISOR MATT CHAMPION: (906) 235-9347



HAVE A GREAT TIME!!!



For Office Use Only:

Copy of Policy and Cleaning Sheet Given to Renter: _____ (Employee's Initials)

Type of Event: _____ Date of Event: _____ Time of Event: _____

Contact Information of Renter: _____

Rental Fee Amount: _____ CK#: _____ Cash: _____ Date Paid: _____

Key Delivered to Renter On: _____ Key Color: _____ Key Returned On: _____

Refund Issued On: _____ Refund Amount: _____