

## HUBBARD LAKE COMMUNITY ASSOCIATION - RENTAL HALL AGREEMENT

1561 Hubert Rd.

PO Box 55

Hubbard Lake, MI 49747

Phone:

**HALL RENTAL AGREEMENT IS HEREBY, AGREED TO BY:**

**Name:** \_\_\_\_\_

**Address:**

**Street:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Contact Info:**

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date and Time/s of Event:** \_\_\_\_\_

**Alcohol Yes/No** \_\_\_\_\_ **If yes, see Acknowledgement and Waiver.**

- **WITNESSTH THAT:** HLCA in consideration of the agreement made by the Renter, herein, hereby leases to the Renter for the use of said Renter only that property of the HLCA Hall, including the Hall's parking lot for the Renter and the Renter's guests and on the date(s) above.
- **FEES:** A damage deposit will be given by the renter at the time of booking. This amount will be refunded by check in the mail within 10 days of the function in order to assess the facility for damages.
- **FEES AND RESERVATION TERMS:** A Security Deposit of \$100 is required before any rental date **is confirmed**. Non-confirmed dates are on a first-come, first-serve basis. The Rental Fee must be paid no later than one (1) week before the scheduled rental date. Deposit refunds will only be issued to the person who signs the Rental Agreement and are pending HLCA checkout approval. Should the premises be left in an untidy fashion and the HLCA is required to clean; cleaning costs will be charged back to the renter at a flat rate of \$100.00, plus \$20 per hour. When mailing the Security Deposit and/or Rental Fee, the check/money order must be written out to the **"Hubbard Lake Community Association."**
- **DECORATION/SET-UP:** Only freestanding decorations may be used. No decorations are to be affixed to walls, ceilings windows, doors, tables or chairs, etc. Tables and chairs shall **not** be stood upon and shall **not** be removed from the Hall. If additional decorating time is needed please address it with an HLCA representative.
- **HOURS OF USE:** Said property is available for use as included in the rental times, if more time is needed arrangements can be made through the hall representative. Renter must shut off lights in restrooms, hall, hallway, bar, kitchen and janitor room and all other lights.
- **FOOD:** If Renter is utilizing the services of a caterer, the caterer is required to provide a copy of their Catering License.
- **CLEAN-UP:** Renter is required to leave the Hall in the exact condition it was in prior to the event. Renter is required remove all their trash, mop up any liquid spills during their rental period. Renter must take all their belongings, empty garbage containers and put tables and chairs back in their original location. Renter must pick-up any outside debris and cigarettes from their event.
- **SECURITY:** It shall be the Renter's responsibility to secure and maintain security at the sole expense of the Renter. Renter will inspect, prior to leaving the building, that all doors are locked.
- **SMOKING:** Smoking is strictly prohibited inside the HLCA Hall. Smokers must use the outside smoking containers and must be 25 feet away from all doors.

- **LEGAL:** Renter shall comply with all the laws of the United States of America and the State of Michigan, Alcona County, and with all ordinances of Caledonia Township, and will not permit any action on said property in violation thereof. If there are any violations of the terms or conditions of this Agreement, HLCA shall have exclusive right to immediately void this Agreement without notice or refund, and the HLCA may pursue all of the rights and remedies at law or inequity including, without limitation, the right to recover court costs, or attorney fees arising out of the Renter's said use of the property and to indemnify and hold harmless from and against any judgment based on any such claims.
- **CANCELLATION:** It is HLCA's policy for the cancellation of a Hall Rental that notice must be received, **in writing, thirty (30) days prior** to the rental date for refund of the Security Deposit.
- **INSURANCE:**  
**Private Function:** Renter hereby acknowledges notice that the HLCA is not providing Renter with "Host Liquor Liability" or "Liquor Liability" coverage. If the Renter furnishes alcoholic beverages at a private function, HLCA requires that the Renter acquire appropriate liquor liability coverage. Renter shall submit to the HLCA evidence of general liability insurance (may be from Renter's homeowner's or renter's insurance, if appropriate) showing limits of liability. Renter agrees to enforce that No alcohol is permitted outside the HLCA Hall.
- **Event with Alcohol:** 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.
- **PERSONAL PROPERTY:** HLCA assumes no responsibility whatsoever for any property placed in or on said described property by Renter and/or Renter's guests and HLCA is hereby expressly released and discharged by Renter from any and all liability for such loss. All personal property must be removed from described property at the conclusion of the event.
- **MAIL:** All required copies, certificates, and any other correspondence are to be mailed to **Hubbard Lake Community Association, PO Box 55, Hubbard Lake, MI 49747**. Security Deposit, Rental Fee should be made out to the "**Hubbard Lake Community Association**".

### Acknowledgement and Waiver

Renters, as defined in the Agreement dated \_\_\_\_\_, 20\_\_\_\_, herein acknowledge that it is their sole responsibility for obtaining all necessary liquor permits, required licenses and Host Liquor Liability Insurance for the Function, as defined in the Agreement.

It is understood by the Renters, their agents, employees, invitees or contractors that no alcoholic beverages will be consumed on the premises or the surrounding grounds of the Owner, without first obtaining the prior written consent of the Owner.

In the event that the Owner has provided consent to the Renter, their agents, employees, invitees or contractors for alcoholic beverages, of any kind, to be consumed on the premises or on the premises grounds, the Renter acknowledges that it will purchase from a licensed insurance agent or broker a Liquor Liability Insurance Policy in an amount not less than \$300,000, and the Renter agrees to provide to the HLCA, or its representative, a Certificate of Insurance evidencing the coverage not less than seven (7) days prior to the Function, as defined in the Agreement.

It is further agreed that at all times the Renter, without limitation, indemnify and save harmless the Hubbard Lake Community Association, its directors, officers, agents, volunteers and all other representatives from and against all liability, claims, actions, losses, costs or damages arising out of actions or omissions of the Renter.

This Waiver/Acknowledgment shall survive the termination and/or expiration of the within Rental Agreement between the Owner and the Renter.

### I agree to all terms and conditions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Renter Signature \_\_\_\_\_

### For HLCA Use Only

Date Deposit Paid, Receipt Number, Amount Paid Received \_\_\_\_\_

By: HLCA Representative's

Signature \_\_\_\_\_