



VILLAGE OF ELBERTA

151 Pearson St, PO Box 8

Elberta, MI 49628

231-352-7201 tel 231-352-4033 fax

Contract #

Event Date:

for office use only

ELBERTA LIFE SAVING STATION RENTAL CONTRACT

Date of Event: Name: Non-Refundable Reservation Fee: Payment method: Rental fee: Damage Deposit:

This agreement entered into this ___ day of ___, 20___, between the Village of Elberta, (hereinafter referred to as "Village") and ___ (hereafter referred to as "Licensee") for use/occupancy of the Elberta Life Saving Station (ELSS). The ELSS will be rented on ___, 20___.

The hours of possession will be ___ to ___. The event will be a _____.

The Licensee hereby agrees to pay a \$_____ non-refundable reservation fee to secure the date of the ELSS. The reservation fee may be applied toward the rental fee. The reservation fee will lock in the rental fee rate at the time of the signed contract.

The rental fee, less the reservation fee, in the amount of \$_____ is due 60 days prior to the event.

A damage security deposit of \$_____ is due 60 days prior to the event. The damage deposit will be kept in an escrow account and refunded after the event, less any damage to the property or violations of this agreement as noted in the post-event inspection.

The Licensee is responsible for providing the Village of Elberta with a Liability Insurance Certificate and/or Declaration of Insurance in the amount of at least \$1 million (\$1,000,000.00) 60 days prior to the event naming the Village of Elberta as additional insured. Insurance must include Host Liquor Liability coverage. Licensee initials _____

Cancellation Policy: If the event is cancelled 60 days prior to the reserved date, the Village will refund any damage deposit and rental fees, less the non-refundable reservation fee. If the event is cancelled within 60 days of the reserved date, the Village will refund the damage deposit only.

Make all payments payable to the Village of Elberta. Rates are subject to change without notice.

Licensee Name: _____ Phone: _____

Street or Mailing Address: _____

City: _____ State: _____ Zip Code: _____

e-mail address: _____

(2nd contact person) Name: _____ Phone: _____



ELSS Rental Contract

Terms and Conditions

1. The Village Representative listed on page three of this contract shall be the primary point of contact for administration of this contract.
2. If alcohol is served as part of the event, no alcohol shall be consumed by minors in accordance with Michigan State laws and Michigan Liquor Control Commission rules shall be followed, and the insurance policy shall provide for appropriate coverage limits for the use and service of alcoholic beverages on the premises, including Host Liquor Liability coverage. The insurance shall include an express provision that the Village of Elberta is an additional insured party for this coverage.
3. Licensee shall use/occupy the premises for no improper or illegal purposes. The No Smoking, No Pets, and No Removal of Furnishings from Building policies shall be honored.
4. Licensee agrees release and hold the Village of Elberta harmless from any claims arising out of the Licensee's use/occupancy of the premises, and indemnify the Village of Elberta for any claims which might be pursued against the Village of Elberta, including indemnifying the Village of Elberta for its costs and reasonable legal fees in defending actions(s).
5. All trash and refuse generated by the event must be removed from the building and grounds (including cigarette butts) and put in the dumpster. The Village will provide 6 trash bags. Licensee is responsible for any additional trash bags.
6. All personal items from the event shall be removed from the ELSS by 2 AM. ALL DOORS MUST BE LOCKED AND LIGHTS OFF. This is to allow for janitorial cleaning to occur on schedule for the next event. A \$50 per hour fee will be charged to the Licensee until any personal belongings left on the facility property are removed. Any personal items left on the property will be documented in the post-event inspection and the fee to remove and store such items will be deducted from the damage deposit.
7. Tables and chairs must be put back in original storage area. NO TABLES, CHAIRS, OR PROPERTY BELONGING TO THE VILLAGE OF ELBERTA SHALL BE REMOVED FROM THE BUILDING OR PREMISES. If Licensee's event requires outdoor tables, chairs, or any other furnishing, Licensee is responsible for renting or furnishing them separate from this contract.
8. Rental companies shall have their items removed by 7:30 AM the morning after the event.
9. All food, ice, and beverages must be removed from the premises.
10. All decorations must be installed in a way that does NOT damage the premises. No nails, tacks, or adhesive hooks (e.g 3M Command Strips) shall be used on the walls or ceiling. (Poster putty or ties are acceptable). All decorations shall be removed from the premises prior to the post-event inspection.
11. No driving on the grounds other than in the parking lots and areas designated by the Village of Elberta DPW Superintendent. Any damage to the grounds or sprinkler system shall be the responsibility of the Licensee.
12. Nothing shall be driven into the ground without authorization by the Village of Elberta DPW Superintendent.
13. Any keys issued to the Licensee shall be returned before 7:30 AM the morning following the event.
14. A Village of Elberta representative will conduct a post-event inspection prior to the cleaning of the ELSS. If the Licensee wants to be present for the post-event inspection, arrangements need to be made with the Village Representative at least one week in advance. During the post-event inspection the Village Representative will assess the property for damage or violation of terms of this Agreement. After the Village Representative completes the inspection, an accounting will be provided to the Licensee as to any offset for damages to the property or for violations of the Agreement which will reduce the amount of the damage deposit. To the extent the inspection reveals damages which exceed the amount of the deposit; the Licensee shall remain responsible to pay for all damages.
15. Licensee shall be entitled to one scheduled visit to the ELSS prior to the event for planning purposes. Additional visits to the ELSS prior to the event are available with a \$25/hr non-prorated fee. All Licensee visits to the ELSS shall be scheduled with the Village Representative.



ELSS Rental Contract

I, _____ agree to rent the Elberta Life Saving Station in accordance with the terms of this contract.

Licensee Signature Date: _____

I, Kristine N. Mills accept this rental contact on behalf of the Village of Elberta.

Village Representative Signature Date: _____

Contact information for Village Representative:
Kristine N. Mills, Simply Exquisite by the Bay
4538 Benzie Highway, Benzonia, MI 49616
231-383-5826, ElbertaLifeSavingStation@gmail.com
checks to be made payable to Village of Elberta

List of Vendors (include contact name and phone number)

Tent Co: _____

Caterer: _____

Photographer: _____

Other: _____

Elberta Life Saving Station Fee Schedule - May 1 to October 31

COMPLETE LOWER LEVEL OF BUILDING

Friday - Saturday - Sunday	\$500 reservation fee	\$1000 damage deposit	\$2900 rent per day
Monday thru Thursday	\$500 reservation fee	\$1000 damage deposit	\$2000 rent per day

WING PORTION OF BUILDING ONLY

Friday - Saturday - Sunday	Not Available		
Monday thru Thursday	\$100 reservation fee	\$500 damage deposit	\$500 rent per day

Residents of Elberta, Gilmore Township, and the City of Frankfort qualify for a discount of \$750 off the rent for the complete lower level of the ELSS. Deposit and inspection policies still apply as stated above.