



VILLAGE OF ELBERTA
FACILITY RENTAL CONTRACT

PENFOLD PARK PAVILION

Date of Event: \_\_\_\_\_ Name: \_\_\_\_\_

Refundable Reservation Fee (\$50): \_\_\_\_\_ Payment Method: [ ] Cash [ ] Check # \_\_\_\_\_

Rental Fee (\$200/4 hrs): \_\_\_\_\_ [ ] Cash [ ] Check # Damage Deposit (\$100): \_\_\_\_\_ [ ] Cash [ ] Check # \_\_\_\_\_

A \$50 non-refundable reservation fee is required to reserve any Elberta facility rental. Remaining balance of rental fee plus damage deposit of \$100 is due 30 days prior to the event. After the event, an inspection of the property and facility will be held. If the facility is free of trash, the damage deposit will be returned. Trash or damage to facility will result in charges to the applicant. Village residents receive a 25% discount off the rental rates shown. All rentals are scheduled in 4-hour increments. Note that Penfold Park Pavilion cannot be rented on Thursdays during Farmers Market season.

Rental Property



This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Village of Elberta, (hereafter referred to as "Village") and \_\_\_\_\_ (hereafter referred

to as "Licensee") for use/occupancy of the Penfold Park Pavilion property described above under the terms and conditions specified in this Contract which is attached hereto and incorporated herein by reference. The Penfold Park Pavilion will be rented on \_\_\_\_\_, 20\_\_\_\_\_.

The hours of possession will be \_\_\_\_\_ to \_\_\_\_\_. The event will be a \_\_\_\_\_.

The Licensee hereby agrees to pay a \$50 non-refundable reservation fee to secure the date of the rental. 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 \$\_\_\_\_\_ and a damage deposit of \$100 is due 30 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.

For events on this property that are open to the general public for a fee or at which alcoholic beverages will be served or sold, the Licensee is responsible for providing the Village of Elberta with a Liability Insurance Certificate and/or Declaration of Insurance in an amount no less than \$1 million (\$1,000,000.00) 30 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 canceled 60 days prior to the reserved date, the Village will refund any damage deposit and rental fees, less the nonrefundable reservation fee. If the event is canceled within 30 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: \_\_\_\_\_

email address: \_\_\_\_\_

**Penfold Park Pavilion Rental Contract**

**Terms and Conditions**

1. The Village Representative listed on page 4 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, 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. No furnishings/fixtures shall be removed from the premises, and all furnishings shall be replaced to their original locations by 8 AM the morning after the event.
4. Licensee agrees to 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 that 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 pet waste and cigarette butts). 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 premises immediately after the 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. Picnic tables must be put back in the original configuration. NO PROPERTY BELONGING TO THE VILLAGE OF ELBERTA SHALL BE REMOVED FROM THE BUILDING EXCEPT WITH PERMISSION. If Licensee's event requires other/additional tables, chairs, or any other furnishing, Licensee is responsible for renting or furnishing them separate from this contract.
8. Rental companies shall schedule their pick-up time with the Village Official. If there is an event the next day, items must be outside and removed by 7:30 AM the morning after the event.
9. All food, ice, and beverages must be removed from the premises before inspection.
10. All decorations must be installed in a way that does NOT damage the premises. No nails, tape, 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 shall be the responsibility of the Licensee.
12. A Village of Elberta representative will conduct a post-event. 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.
13. **PARKING** Parking must be confined to the public parking lots or legal street parking and must not occur on private property or the grass, except for food trucks in preapproved areas. Vehicles parked on the grass, private property, or in such a manner as to obstruct fire/EMS vehicles or create a safety hazard will be towed at owner's expense. Events expected to draw overflow parking must submit a parking plan, which will be subject to Village approval.

**Penfold Park Pavilion Rental Contract**

I, \_\_\_\_\_ agree to rent the Penfold Park Pavilion property described  
*Printed Name of Licensee*  
above in accordance with the terms of this contract.

\_\_\_\_\_  
*Licensee Signature* **Date:** \_\_\_\_\_

I, \_\_\_\_\_ accept this rental contact on behalf of the Village of Elberta.  
*Printed Name of Official*

\_\_\_\_\_  
*Village Official Signature* **Date:** \_\_\_\_\_

Contact information for Village Representative:

Village Clerk-Treasurer  
151 Pearson St. PO Box 8  
Elberta, MI 49628  
231-352-7201 - phone | 231-352-4033 - fax  
clerk@villageofelberta.com

All payments and signed contracts need to be delivered to the address above. **Make checks payable to Village of Elberta**

**List of Vendors** (include contact name and phone number)

Any rental companies or food vendors must have on file with the Village of Elberta a letter of intent to do business and a copy of their liability policy naming the Village as the certificate holder.

Rental Co: \_\_\_\_\_

Caterer: \_\_\_\_\_

A/V Contractor: \_\_\_\_\_

Mobile Vending Unit: \_\_\_\_\_