



# Facility Rental Contract

151 Pearson Street | PO Box 8  
Elberta, Michigan 49628-0008  
Phone: 231-352-7201  
Clerk@villageofelberta.com

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

Non-Refundable Reservation Fee (\$50): \_\_\_\_\_ Payment: To the Village of Elberta  Cash \_\_\_\_\_  Check # \_\_\_\_\_

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

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. **Note that Penfold Park Pavilion cannot be rented on Thursdays during Farmers Market season (May-October) and the Amphitheater cannot be rented on Mondays during Jammin Mondays Free Concerts (May – September from 6pm – 10pm).**

**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 \_\_\_\_\_ property described above under the terms and conditions specified in this Contract which is attached hereto and incorporated herein by reference. The \_\_\_\_\_ will be rented on \_\_\_\_\_, 20\_\_\_\_\_ the hours of possession will be \_\_\_\_\_ to \_\_\_\_\_ the event will be a \_\_\_\_\_

**Licensee**

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

Phone: \_\_\_\_\_

Street or Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_

Printed Name of Licensee (Below)	Signature of Licensee (Below)

**Signature signifies the agreement to rent in accordance with the terms of this contract.**

Printed Name of Clerk (Below)	Signature of Clerk (Below)

**Signature signifies the acceptance of this rental contract on behalf of the Village of Elberta.**

### Terms and Conditions

- The Village Representative listed on page 1 of this contract shall be the primary point of contact for administration of this contract.
- 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 7:30 AM the morning after the event. Any keys/codes issued will be returned/removed before 7:30 AM the morning after the event on a one-day rental (in the Village Office drop box). 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.
- 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).
- All trash and refuse generated by the event must be removed from the building and grounds (including pet waste and cigarette butts). Licensee is responsible for any additional trash bags.
- All personal items from the event shall be removed from the premises immediately after the event. 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 at \$50.00 per hour.
- Picnic tables (where applicable) 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.
- All food, ice, and beverages must be removed from the premises before inspection.
- 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. For outdoor events: No balloons, No glitter, No decorations that create litter/eco hazard. Think **"no trace left behind"**.
- All events must comply with The Villages fire/fireworks ordinances.
- No **event tents** are allowed at the Elberta Beach Pavilion.
- No driving on the grounds other than in the parking lots and areas designated by the Village of Elberta DPW. Any damage to the grounds shall be the responsibility of the Licensee.
- 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.
- 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.
- A Village of Elberta representative will conduct a post-event inspection. 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.

**OFFICE USE ONLY: Damage/Cleaning Fees Assessed** \_\_\_\_\_

Fee: \_\_\_\_\_

Paid  \_\_\_\_\_

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Village Rep. Initials

### Liquor Liability Insurance Disclosure

1. 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.
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.

**Private Function:** Renter hereby acknowledges notice that Village is not providing Renter with "Host Liquor Liability" coverage. If the Renter furnishes alcoholic beverages at a private function, the Village strongly recommends the Renter acquire host liquor-liability coverage.

**Event with Alcohol:** Renter hereby acknowledges notice that Village is not providing "Host Liquor Liability" or "Liquor Liability" coverage whatsoever, nor is the Village to be considered a licensee when applying to the Michigan Liquor Control Commission (MLCC) for special liquor license. If the Renter furnishes alcoholic beverages at the event and persons who attend the event are charged an entry fee, or are required to purchase tickets in advance, or Renter has a cash bar, then Renter must provide evidence they have complied with the Michigan Liquor Control Commission. It is understood and agreed that the Renter is the licensee of the liquor bond and shall have sole responsibility for any and all liability relating to said license. The renter shall obtain and maintain during the duration of the event, at their sole expense, general liability insurance with limits of liability not less than \$1,000,000.00, prior to the event. Renter further agrees to comply with the laws of the State of Michigan as noted in No. 2 above.

**Event with No Alcohol:** Renter hereby acknowledges that no alcoholic beverages will be furnished by the Renter or consumed at the Renter's event. Renter shall submit to Village evidence of general liability insurance (can be from Renter's homeowner's or renter's insurance, if appropriate) showing limits of liability not less than \$1,000,000.00, prior to the event. In any event, Renter hereby agrees to indemnify and hold Village harmless from and against any judgment based on any such claims.

Renter: I agree to the above terms and conditions: I recognize and am fully aware that if I determine not to purchase separate "Host Liquor Liability" or "Liquor Liability" insurance for this event, I may be held solely and personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event.

**I do not intend to serve alcohol at this event.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**I intend to serve alcohol at this event.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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