VILLAGE OF ELBERTA
151 Pearson St. • PO Box 8 • Elberta, MI 49628
ELSS Manager • 231-871-9321 • elss@villageofelberta.com • villageofelberta.com

ELBERTA LIFE SAVING STATION RENTAL AGREEMENT

Complete this page, sign page 6, and return with payment to the address above.

SECTION 1 — LICENSEE & CONTACT INFORMATION

Licensee (full legal name): _____

Phone: _____ **Email:** _____

Mailing address: _____

City: _____ **State:** _____ **Zip:** _____

Primary contact: _____

Phone: _____ **Email:** _____

Secondary contact: _____

Phone: _____ **Email:** _____

SECTION 2 — EVENT INFORMATION

Date of event: _____ **Type of event:** _____ **Est. guest count:** _____

Rental type (check one):

❑ Weekend (Fri 12:00 PM – Sun 12:00 PM) ❑ Friday ❑ Saturday ❑ Sunday ❑ Monday–Thursday

Hours of possession:

From: _____ (date) at _____ (time) **To:** _____ (date) at _____ (time)

Alcohol will be served: YES / NO **Tent required:** YES / NO **Resident discount claimed:** YES / NO

Resident discount: Village of Elberta, Gilmore Township, and City of Frankfort residents receive $1,000 off the rental fee. Proof of residency required at signing — see page 2.

SECTION 3 — FEES AND PAYMENT SCHEDULE

Enter your amounts from the Fee Schedule on page 2. Make all payments payable to the Village of Elberta.

Payment	Amount	Due	Cash / Check #	Date paid
Reservation fee (25%)	$	With signed agreement		
Rental fee balance	$	120 days before event		
Damage deposit	$	120 days before event		
Total rental fee	**$**	**(reservation fee + balance)**		

This Agreement is entered into on _____, 20____, between the Village of Elberta ("Village") and the Licensee named above, for use of the Elberta Life Saving Station ("ELSS") on the date in Section 2, under the Terms and Conditions of this Agreement.

A Certificate of Liability Insurance of not less than $1,000,000, including Host Liquor Liability coverage and naming the Village of Elberta as an additional insured, is due 60 days before the event. Licensee initials: _____

FEE SCHEDULE

Rental period	Hours of possession	Rental fee	Reservation fee (25%)	Damage deposit
Weekend	Friday 12:00 PM – Sunday 12:00 PM	$6,500	$1,625	$1,000
Friday	8:00 AM – 2:00 AM	$4,000	$1,000	$1,000
Saturday	8:00 AM – 2:00 AM	$4,500	$1,125	$1,000
Sunday	8:00 AM – 2:00 AM	$3,500	$875	$1,000
Monday–Thursday	8:00 AM – 2:00 AM	$2,200	$550	$1,000

Tables and chairs are included with every rental at no additional cost. The ELSS provides 200 white chairs, 17 rectangle tables (8'), 3 rectangle tables (6'), 4 round tables (5'), 4 cocktail tables (30" round).

RESIDENT DISCOUNT

Residents of the Village of Elberta, Gilmore Township, and the City of Frankfort receive $1,000 off the rental fee. The discount is applied to the rental fee only. The reservation fee is calculated as 25% of the rental fee before the discount is applied, and the damage deposit is not reduced. Proof of residency is required at the time of signing. One discount per rental.

ADDITIONAL FEES

Fee	Amount
Additional planning visit beyond the one included visit (billed in full hours)	$25 per hour
Missed (no-show) planning appointment	$25
Personal items left on the property after the move-out deadline	$50 per hour
Damage to the property or violation of these terms	Actual cost

Fees for late removal of personal items and for damage or violations are deducted from the damage deposit. If damages exceed the deposit, the Licensee remains responsible for the difference. See sections 11, 12, and 13 of the Terms and Conditions.

RATE LOCK AND RATE CHANGES

Posted rates are subject to change without notice. Once this Agreement is signed by both parties and the reservation fee is paid, the rates on this page are locked in for that event and will not change.

BUILDING CAPACITY

Maximum occupancy of the ELSS is **450** persons, as set by the fire marshal. The Licensee is responsible for keeping attendance at or below this number.

TERMS AND CONDITIONS

These terms are part of the Rental Agreement and are binding on the Licensee.

1. POINT OF CONTACT AND ACCESS

1.1 The ELSS Manager, whose contact information appears at the top of page 1 and on page 6, is the primary point of contact for all matters relating to this Agreement.

1.2 For a one-day rental, the door code is valid for the hours of possession listed in Section 2 of the Agreement. For a weekend rental, the code is valid from 12:00 PM Friday until 12:00 PM Sunday.

1.3 The door code is issued to the Licensee only and may not be shared beyond the Licensee's vendors and event staff. All doors must be locked, and all lights turned off whenever the building is left unattended.

1.4 The Licensee, or a designated adult representative named in writing to the ELSS Manager before the event, must be present on site for the duration of the event.

2. PAYMENT

2.1 A non-refundable reservation fee equal to 25% of the rental fee is due with the signed Agreement and secures the event date. The reservation fee is applied toward the total rental fee.

2.2 The balance of the rental fee and the damage deposit are both due 120 days before the event.

2.3 If the balance or the damage deposit is not received by the 120-day deadline, the Village may cancel the reservation and release the date. The reservation fee is forfeited.

2.4 All payments are made payable to the Village of Elberta and mailed to PO Box 8, Elberta, MI 49628 or delivered to the Village office.

2.5 The damage deposit is held in escrow and is not applied toward the rental fee.

3. CANCELLATION AND DATE CHANGES

3.1 If the Licensee cancels more than 120 days before the event, the Village refunds any rental fee and damage deposit already paid. The reservation fee is not refunded.

3.2 If the Licensee cancels 120 days or fewer before the event, the Village refunds the damage deposit only. The reservation fee and the full rental fee are forfeited.

3.3 The Licensee may request one change of event date. The request must be made in writing more than 120 days before the original date and is subject to availability. Fees paid transfer to the new date at the locked-in rate. A second date change is treated as a cancellation under 3.1 or 3.2. If the new date carries a different rental type, the fee for that rental type applies.

3.4 If the Village cancels the event, or if the building becomes unusable due to fire, flood, storm damage, utility failure, government order, or another cause outside the Licensee's control, the Village refunds all fees paid, including the reservation fee. This is the Village's full liability in that circumstance.

4. INSURANCE AND LIABILITY

4.1 The Licensee must provide the Village with a Certificate of Liability Insurance or Declaration of Insurance in an amount of not less than $1,000,000, naming the Village of Elberta as an additional insured, no later than 60 days before the event. The policy must include Host Liquor Liability coverage.

4.2 If the certificate is not received by the 60-day deadline, the Village may cancel the event under section 3.2.

4.3 The Licensee releases and holds the Village of Elberta harmless from any claim arising out of the use or occupancy of the premises by the Licensee, their guests, vendors, or contractors.

4.4 The Village is not responsible for loss of or damage to personal property, gifts, equipment, or rented items brought onto the premises.

5. USE OF THE PREMISES

5.1 The premises may not be used for any improper or illegal purpose.

5.2 Attendance may not exceed the posted maximum occupancy listed on page 2.

5.3 No pets are permitted inside the building. Service animals as defined by the Americans with Disabilities Act are permitted.

5.4 Amplified music and sound must end by **11:00 PM**, and the event must end by **12:00 AM**. The Licensee is responsible for complying with the Village noise ordinance.

5.5 By signing this agreement, the Licensee acknowledges that Village parks remain public spaces and that other individuals, groups, or permitted users may be lawfully present in the park during the rental period.

5.6 This Agreement may not be assigned, sublet, or transferred to another party.

6. ALCOHOL, SMOKING, AND MARIJUANA

6.1 If alcohol is served, no alcohol may be consumed by minors, and all Michigan Liquor Control Commission rules and Michigan state law must be followed.

6.2 Alcohol may be served to guests at no charge under the Licensee's Host Liquor Liability coverage. Alcohol may not be sold, and no cash bar or ticketed drink sale is permitted, unless the Licensee obtains the appropriate Michigan Liquor Control Commission license and provides a copy to the Village at least 30 days before the event.

6.3 Smoking and vaping are not permitted inside the building. Smoking outdoors is permitted only in areas designated by the ELSS Manager, and all cigarette butts/cigars must be collected and disposed of responsibly in a receptacle.

6.4 Under Michigan law, consuming marijuana products on public property is illegal. This includes the ELSS building and grounds.

7. DECORATIONS

7.1 Decorations must be installed in a way that does not damage the premises. Nails, tape, tacks, and adhesive hooks, including 3M Command Strips, may not be used on walls or ceilings. Poster putty and ties are acceptable.

7.2 No open flame is permitted. Candles must be enclosed or battery-operated.

7.3 Confetti, glitter, rice, birdseed, and silk or artificial flower petals are not permitted inside or on the grounds.

7.4 All decorations must be removed before the post-event inspection.

8. TABLES, CHAIRS, AND VILLAGE PROPERTY

8.1 Tables and chairs must be returned to their original storage area before move-out.

8.2 No tables, chairs, or other property belonging to the Village of Elberta may be removed from the premises.

8.3 If the event requires additional tables, chairs, or other furnishings, the Licensee is responsible for renting or supplying them separately.

9. VENDORS AND TENTS

9.1 All vendors should be listed on page 6 of this Agreement.

9.2 Tent rentals are handled through G.J.'s Rentals, Inc., which will provide a price quote based on the requested tent size. Tent rental payments are made directly to G.J.'s Rentals, Inc. and are not part of this Agreement.

9.3 To use a different tent vendor, the Licensee must submit a written request to the ELSS Manager at least 90 days before the event for Village Council approval.

9.4 Rental companies must schedule delivery and pick-up times with the ELSS Manager. If another event is scheduled the following day, all rented items must be outside the building and removed by 7:30 AM the morning after the event. If no event is scheduled the following day, items must be removed by 12:00 PM the following day.

9.5 The Licensee is responsible for the conduct of all vendors, event planners, coordinators, and guests the Licensee brings onto the premises. Hiring an event planner or coordinator does not transfer any of the Licensee's obligations under this Agreement. The Licensee must provide each vendor with a copy of these Terms and Conditions before the event. Any damage, violation, overtime, or additional cleaning caused by a vendor, planner, or guest is treated as the Licensee's own.

10. GROUNDS AND PARKING

10.1 Driving is permitted only in the parking lots and in areas designated by the Village of Elberta DPW Superintendent.

10.2 Any damage to the grounds or the sprinkler system is the responsibility of the Licensee.

11. MOVE-OUT AND CLEAN-UP

11.1 The Licensee must return the ELSS to the condition in which it was found. The rental fee does not include clean-up of the Licensee's event. Clean-up responsibilities are set out in 11.2 through 11.6 and must be completed before the move-out deadline listed in the Fee Schedule under hours of possession.

11.2 Before move-out, the Licensee must: remove all personal items, decorations, food, ice, and beverages; remove all trash and refuse from the building and grounds and place it in the dumpster; wipe down all counters, tables, and kitchen surfaces used during the event; sweep all floors and clean up any spills; return all tables and chairs to their original storage area; and lock all doors and turn off all lights.

11.3 The Village arranges a final janitorial service before the next scheduled event. That service covers routine building upkeep only and does not relieve the Licensee of the obligations in 11.2.

11.4 Tables and chairs must be returned to their original storage area, as required by section 8.

11.5 A fee of $50 per hour is charged until any personal belongings left on the property are removed. Items left behind are documented in the post-event inspection, and the cost to remove and store them is deducted from the damage deposit.

11.6 Cleaning required beyond normal janitorial service — including excessive mess, spills or stains requiring extraction, and cleaning related to damage — is charged to the Licensee at actual cost and deducted from the damage deposit.

12. POST-EVENT INSPECTION AND DAMAGE DEPOSIT

12.1 A Village representative conducts a post-event inspection before the ELSS is cleaned, and assesses the property for damage and for violations of this Agreement.

12.2 A Licensee who wishes to be present for the inspection must arrange it with the ELSS Manager at least one week in advance.

12.3 After the inspection, the Village provides the Licensee with a written accounting of any deductions from the damage deposit. The remaining balance is refunded within **30** days of the inspection.

12.4 If damages exceed the amount of the deposit, the Licensee remains responsible for paying the difference within 30 days of receiving the accounting.

12.5 Deductions under this section apply to damage and violations caused by the Licensee, their guests, and any vendor, planner, or coordinator the Licensee hires.

13. PLANNING VISITS

13.1 The Licensee is entitled to one scheduled planning visit to the ELSS before the event. All visits must be scheduled with the ELSS Manager.

13.2 Additional visits are available at $25 per hour, billed in full hours. A $25 fee is charged for any missed appointment.

14. GENERAL

14.1 This Agreement, including the Fee Schedule on page 2 and these Terms and Conditions, is the entire agreement between the parties. Any change must be in writing and signed by both parties.

14.2 This Agreement is governed by the laws of the State of Michigan.

14.3 If any provision of this Agreement is found unenforceable, the remaining provisions stay in effect.

SIGNATURES AND VENDOR LIST

LICENSEE

I have received, read, and understand this entire Agreement, consisting of 6 pages, including the Fee Schedule and the Terms and Conditions, all of which are incorporated into and made part of this Agreement. I agree to rent the Elberta Life Saving Station in accordance with all of its terms. I understand that page initials are provided for convenience only, and that my signature below binds me to every page of this Agreement whether or not each page has been initialed.

_____

Printed name of Licensee

_____ _____

Licensee signature *Date*

VILLAGE OF ELBERTA

I accept this rental agreement on behalf of the Village of Elberta.

_____ _____

ELSS Manager signature *Date*

VENDOR LIST

Role	Company	Contact name	Phone
Tent rental company	G.J.'s Rentals, Inc.		
Event planner/coordinator			
Caterer			
Photographer			
Bartender/server			
Music / DJ / band			
Other			

RETURN THIS AGREEMENT TO

Village of Elberta — ELSS Manager

PO Box 8, Elberta, MI 49628

231-871-9321 • elss@villageofelberta.com • villageofelberta.com

Make all checks payable to the Village of Elberta.

Revised: *10.30.2026*