

**VILLAGE OF COLUMBIAVILLE
COMMUNITY CENTER & BANQUET HALL
LEASE AGREEMENT**

Application Date: _____ Deposit Paid: _____ Rental Paid: _____

The Deposit is due upon date of application, the rental fee are due 15 business days prior to the event. Insurance Rider is required 15 days prior to the event. Cancellations: 15 days prior to event for full refund.

TYPE OF EVENT: _____

Date of Event: _____ **Setup Time:** _____ **End Time:** _____

Event Time: _____ **End Time:** _____ **Total hours:** _____

Rental Fee: _____ **Deposit Fee:** _____ **Janitorial Fee:** _____

Additional Day (before or after) Fee: _____ **Total Due:** _____

Lessee/s (Person/s in Charge): _____

Address: _____ **City** _____ **State** _____

Phone Number: _____ **Driver's License:** _____

Birth date: _____ (must be 21 or older)

I hereby declare and affirm that I am of legal age to enter into this agreement for myself, other person or persons private or otherwise, families, community service organizations, clubs, unions, other organizations and/or activity and that by affixing my signature to this document do hereby render the conditions of this agreement binding on myself and the above named if other than myself.

A. Lessor (Village of Columbiaville) shall not be liable for any personal injury or property damage occurring on or to the demised premises or to any persons thereon resulting from; a loss of property by theft or burglary, accidental damage to person or property on or about the premises from the use of any utility on the premises, any damage caused by action of the natural elements, or damage or injury resulting from the conduct of the employees of lessee (renter), whether negligent or otherwise. Lessee shall not make any claim against the lessor for any loss or damage described herein.

B. Lessee (renter) shall be responsible for the application of insurance proceeds, if any to the repair or replacement of the premises or property thereon necessitated by any damages caused by the above circumstances, and if the injury was not insured against, lessee shall repair the demised premises or replace or repair property thereon as the sole expense of the lessee.

C. Lessor shall not be liable in any manner for any loss, injury, or damage incurred by lessee from acts of theft, burglary, or vandalism committed by either indented or unidentified parties.

D. Lessor shall not be liable to lessee, or the agents, employees, customers, patrons, visitors, or guests of lessee for any injury of death occurring in or about the demised premises or the sidewalks or alleys adjoining the premises, and lessee shall indemnify lessor against all claims by any agents, employees, customers, patrons, visitors or guests of lessee.

E. Lessee shall not allow person under 21 years of age or intoxicated to consume alcoholic beverages.

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I (we) assume full responsibility for damage and agree to pay for any such damage to the building and/or equipment. Upon termination of use of the premises and equipment I (we) agree to restore said premises to the condition it was in at the time of occupancy (reserved date), i.e., to leave floors, tables, kitchen facilities, restrooms, entries, vestibule, building and grounds, and adjacent walkways in a clean and acceptable order; that all trash and garbage be properly disposed of i.e., removed at the end of the event and taken home. I (we) further agree to have the building and grounds cleaned and vacated by 2:00 a.m. otherwise the building deposit shall be forfeited in part or in whole to the Village of Columbiaville. It is understood that I (we) agree, that should the building equipment and/or be left in an unacceptable condition (to be determined by Inspecting Official) all monies of deposit shall be forfeited and non-refundable.

Further, monies of deposit will be forfeited and non-refundable should I (we) cancel the reservation less than 15 days prior to the reserved date shown on this agreement unless other arrangements have been made with Village Administrator. Rental amount payment must be paid in full 15 business day prior to the event. **All monies due by _____**

_____ I (We) have received and have read the Rules, Guidelines and Policies.
Initials

_____ A copy of the Noise Ordinance has been given/received by Lessee.
Initials

_____ I understand the building will be checked thoroughly before & after event.
Initials

I understand that if the building is not thoroughly cleaned after the event, my deposit shall be completely or partially forfeited.

By signing this document I (we) have read and agreed to follow all the Columbiaville Community Center and Banquet Hall Policies, Guidelines and Rules.

Lessee (Person in Charge)
Print name: _____

Date

Lessee (Person in Charge)
Print Name: _____

Date

Village Staff

Date

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INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION OF THE RENTAL OR USE OF PREMISES OWNED BY THE VILLAGE OF COLUMBIAVILLE, A MUNICIPAL CORPORATION, THE UNDERSIGNED PARTIES AGREE TO SAVE HARMLESS AND INDEMNIFY THE VILLAGE OF COLUMBIAVILLE, VILLAGE EMPLOYEES, VILLAGE COUNCIL FROM ANY CLAIMS, DEMANDS ACTIONS, JUDGEMENTS OR OTHER PROCEEDINGS OF WHATSOEVER NATURE AND KIND, AND THE EXPENSES ARISING HEREFROM, INCLUDING ATTORNEY FEES, FOR ANY AND ALL DAMAGES SUSTAINED AND/OR EXPENSES INCURRED BY SAID VILLAGE OF COLUMBIAVILLE, INCLUDING DIRECT AND/OR DERIVATIVE CLAIMS, DEMANDS, ACTIONS, JUDGEMENTS OR OTHER PROCEEDINGS OF WHATSOEVER KIND AND NATURE, ARISING FOR ANY INURIES SUSTAINED OR CLAIMED TO HAVE SUSTAINED AS A RESULT OF THE USE OR RENTAL OF THE PREMISES OF THE VILLAGE OF COLUMBIAVILLE.

THE UNDERSIGNED AGREE THAT THEY HAVE READ THE ABOVE IN ITS ENTIRETY AND KNOWINGLY AND VOLUNTARILY SIGNED SAME.

IN WITNESS WHERE OF THE UNDERSIGNED HAVE HEREUNTO SET THEIR HAND AND SEAL THIS _____ DAY OF _____, _____.

Lessee/s Signature: _____

In the presence of (Village Staff): _____

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CLEANING CHECKLIST FOR HALL RENTAL

BATHROOMS

- _____
Initials
1. Sweep and Mop Floors
 2. Wipe down stalls, walls and entrance doors, remove all scuff marks
 3. Clean sinks, toilets and urinals
 4. Wash mirrors
 5. Turn off lights
 6. Remove all garbage including inside the stalls

COAT ROOM

- _____
Initials
1. Sweep and Mop Floors
 2. Wipe down walls, entrance door inside and out, remove scuff marks
 3. Check Hangers and Racks
 4. Check All Tables and Chairs for damage
 5. Turn off lights

KITCHEN AND BAR AREA

- _____
Initials
1. Sweep, mop floors and mats
 2. Wipe down walls, counters, cabinets and entrance door
 3. Clean inside and outside of all appliances
 4. Clean and rinse sink
 5. Make sure coffee pot (keep lid off coffee pot) and microwave are cleaned
 6. Hang all used towels and rags on sink
 7. Remove food items, other than those labeled
 8. Double check cupboards for personal items
 9. Make sure stove is off
 10. Turn off lights
 11. Remove all garbage

MAIN AREA

- _____
Initials
1. Sweep, mop and clean floor mats
 2. Check walls for marks and clean
 3. Turn thermostat down to 60° during winter and off during summer.
 4. Clean off all tables and chairs, return tables and chairs to storage carts
 5. Turn off lights

MAINTENANCE ROOM

- _____
Initials
1. Keep neat and organized
 2. Hang all brooms, mops etc...
 3. Rinse sink, mop bucket, and mops
 4. Make sure floor is clean at all times
 5. Turn off lights

BEFORE YOU LOCK THE DOOR

- _____
Initials
1. Make sure thermostat is at 60° in winter or off during summer
 2. Lights are off and stove is off
 3. Leave key in outside drop box
 - 4. Remove all garbage from the building and take home with you**

I, _____ understand the cleaning checklist and acknowledge that if all items are not complete my deposit shall be partially or completely forfeited.

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Lessee/s Signature: _____

Date: _____

POLICIES, GUIDELINES, AND RULES

Capacity: 160 persons

16- 60in. Round Tables, 4- 6ft. Long and 4- 8ft. Long Tables and 184 Chairs Available for use.

OBJECTIVE AND PURPOSE: This policy will communicate the desires of the Village of Columbiaville Council to serve as a guideline to notify the facility users of items pertaining to the activities, lease agreement and rental restrictions.

The Columbiaville Community Center and Banquet Hall is equipped and maintained to provide a gathering place to serve the community by providing residents access to the facilities for their use and for the use of public gatherings. Persons or groups may use the facility as the schedule allows, the Village Council has the right to authorize and/or limit the uses and types of activities to take place in the facility and set rental rates as desired.

POLICY DISCLOSURE: The Village Council reserves the right to change, amend, make exceptions to, revise or discontinue any policy, practice, rule or regulation set forth herein at any time at its sole and absolute discretion.

PRIORITY: In the event of an emergency, crises, or other unexpected business, the Village Council or authorized personnel reserves the right to cancel or change the scheduling of any activities as necessary.

ADMINISTRATION AND MAINTENANCE: All reservations, permitted uses and scheduled events shall be the responsibility of the current Village Administrator. This position shall serve as the liaison to the Village Council in the event of a conflict, discrepancy or special request of the facility. All maintenance issues will be handled by the Village DPW or Janitor.

The janitor will review the facility before and after each event and report to the Village Administrator which will determine if a full deposit is appropriate. Any damage to the facility or extra cleaning will result in loss of deposit, additional charges will be billed for all replacement costs and fees associated with repairs.

LEASE AGREEMENT: Signing a lease agreement is required by the person to be held responsible for the use of the facility. Upon signing the lease agreement, he/she acknowledges and accepts responsibility of the rules and rental fees explained in the lease agreement form. The Lease Agreement is an extension of this policy.

TYPES OF APPROVED ACTIVITIES: Senior Activities, Wedding Showers, Anniversaries, Graduations, Birthdays, Baby Showers, Holiday Parties, Church Activities, Funeral Receptions, Non-Profit Groups, For Profit Individuals and Groups, Family Reunions, Political Groups, and Fundraisers. All others not listed are subject for approval with special permit.

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All activities are subject to rental fees; with certain exceptions.

Rental Charges, Security Fees, and Deposit:

Reserving the hall one day prior includes four hours the day prior to your event and will be an additional \$ 75.00 Sunday through Thursday and \$150.00 Friday through Saturday.

Time begins at set up. Sunday rates are \$150.00 for all day, unless prior booking.

Janitorial Fees: \$150.00 if needed.

Rental Rates:	<u>4 hours or fewer</u>	<u>4 to 8 hours</u>	<u>8 – 12 hours</u>
Village Residents:	\$ 150.00	\$ 300.00	\$ 400.00
Non- Residents:	\$ 300.00	\$ 500.00	\$ 600.00

Deposits:

Village Residents:	\$100.00	\$200.00	\$300.00
Non-Residents:	\$200.00	\$350.00	\$500.00

Fee Exceptions:

Local Non-Profit Organizations/Groups:

Any local non-profit organization that wishes to rent the hall during the weekdays or weeknights (Monday – Thursday) shall pay an hourly rate of \$10.00.

Profitable Individuals/Businesses: Monday – Friday shall pay \$15.00 an hour for rental, must do all cleaning related to activity; sweeping, moping, bathrooms, and wiping down area.

Fundraisers

Any fundraising activity is primarily for the purpose of raising funds for the Village of Columbiaville, the purpose of the donation if one is to be specified, must be approved prior to hall rental. The individual or group hosting the event will pay the applicable rental fee OR 25% of the gross profits made by the event, **whichever is less**. The deposit for the event will be paid as indicated in the Lease Agreement. All other rules remain in effect.

Funerals shall pay \$250.00 for rentals, includes cleaning. Families must remove all food related items, however.

GENERAL GUIDELINES & RULES: All events must end by 1:00 a.m. -hall emptied by 2:00 a.m.

Person Responsible (Lessee):

1. Any person signing a lease agreement must be at least 21 years of age and assume the responsibility and liability for damages to the Columbiaville Community Center and Banquet Hall. The person signing the lease agreement will assume the role of the “**Lessee**”, throughout this agreement.
2. The **Lessee** assumes the responsibility of cleaning the building and equipment used for their event. **The renter must take their garbage home with them.**
3. The **Lessee** must be present during the use of the facility and will be in charge of the activities during the lease period.
4. If your event or occasion will be providing alcohol the **Lessee** must provide “host liquor” liability coverage. This extends your homeowners insurance coverage to the Columbiaville Community Center and Banquet Hall. Included in your Facility Lease Package is a copy of the Village of Columbiaville Insurance Coverage Requirements. A copy of this coverage must be submitted at the time of the rental payment.

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Facility Equipment and Facility Property:

5. Any equipment that belongs or that is located in the facility can not be removed or lent to any other person or group. The janitor will have a “check list” of all equipment and supplies in the hall; after each use a tally shall be made. If any items are missing and can not be located this will reflect the amount of deposit returned. If replacement values are greater you will be charged additional fees.
6. **Lessee *must supply their own paper products; paper towel, trash bags, napkins etc*** . . . Toilet paper is supplied by the Village.
7. **Lessee** must place all tables and chairs back on the racks before vacating the building.
8. Mops, brooms, buckets will be located in the storage room please be sure to put mop bucket, brooms etc... back in the storage room.
9. **Lessee** is responsible to shut down event at 1:00 a.m. and have building cleaned and vacated by 2:00 a.m.

Alcohol Use and Smoking:

10. The use of alcohol is permitted, however the “person in charge” or lease signer shall be held responsible for all security measures and clean up.
11. The sale of alcohol is allowed for fundraisers, however a State Liquor License must be applied for by the individual or group and a copy must accompany the Lease Agreement. The individual or group shall be held responsible for all security measures and clean up.
12. If the event allows alcohol; you are required to follow all State and Local Laws regarding the use of alcohol; do not serve or allow anyone under the age of 21 or anyone intoxicated to consume alcohol. This person shall have the right to contact our County Sheriff’s Department if deemed necessary.
13. If your event or occasion will include alcohol the **Lessee** must provide “host liquor” liability coverage. This extends your homeowners insurance coverage to the Columbiaville Community Center and Banquet Hall. Included in your Facility Lease Package is a copy of the Village of Columbiaville Insurance Coverage Requirements. A copy of this coverage must be submitted at the time of the rental payment.
14. No smoking or other use of tobacco products are allowed in the Community Center at any time, this does include “chew”.

Decorations:

15. You may decorate using Command Strips ONLY the use of tape or tacks are prohibited.
16. Table decorations may set on top of tables and table cloths are allowed.
17. No glitter or confetti may be used inside or outside.
18. No Candles with Flames are allowed to be lit in the building.

Entertainment:

19. The **Lessee** shall be in charge of the complying with the Village of Columbiaville Noise Ordinance. Please inform your Entertainer that local noise ordinances are in effect and try to respect the residents that live near the facility.
20. All entertainment must end by **1:00 a.m.**

Food Preparation and Kitchen Use:

21. **The Community Center kitchen is not a licensed food service kitchen. All foods must be prepared off-site.**

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22. A temporary food license may be applied for at the Lapeer County Health Department, for those events that wish to cook food at the facility. The cost of the license shall be the responsibility of the **Lessee**.
23. Caterers must be licensed and a copy of their license must accompany **Lessee's** Rental Application.
Caterers must use west side entrance.
24. Caterers must supply all the necessary equipment for the event or occasion.
25. **Cutting boards must be used, do not cut on counter tops. Deposit will be forfeited and additional replacement charges will apply.**
26. Private parties may use the kitchen for storing, oven-warming and distribution of home-cooked food. All public functions will require the food to be catered or apply for a temporary food license with the health department.
27. Microwave may be used to warm previously cooked food.
28. Oven maybe used to warm food only without a food license.
29. Ice and frozen foods may be stored in freezer; cold food may be stored in refrigerator.
30. **ALL Garbage must be removed by Lessee, and taken home with you.**
31. Be sure to empty all food storage areas and leave kitchen as found. This will also be inspected by the Janitor before any deposits are returned.

Janitorial Services:

If you would like janitorial services you must pay an additional \$150.00, however the Lessee (renter) must do the following:

1. The Lessee (renter) is required to remove all garbage, remove everything off tables, and remove personal items from kitchen and bar area.
2. The Lessee is required to check the hall and bathrooms for any vomit or human waste and clean if any. This also includes outside of the hall. If this type of mess is not cleaned your deposit will be forfeited.
3. All decorations must be removed from tables and/or chairs including any balloons that have floated to the ceiling.
4. The outside of the hall must have all litter and cigarette butts picked up.

After all required cleaning is complete shut off all lights, turn heat or air down, lock all doors (kitchen door, side door and front doors), and return key to village office on the next business day. If the key is not returned your deposit will not be refunded.

No Janitorial Services:

If you are not paying for janitorial services are require to perform the following:

1. Put tables and chairs on carts and put in front corner of the building opposite of the coat room.
2. Sweep and mop **ALL** floors, including bathrooms.
3. Wipe off **all** counters and appliances (including the oven and inside of refrigerator). Wipe down all walls including below the counters and cabinets.
4. Clean up cigarette butts and litter inside and out including parking lot.
5. Be sure to check building for human waste, if this type of mess is left; deposit is forfeited. Outside of the building is included.
6. Must complete all cleaning items as noted on the checklist. The checklist is posted at the Community Center and one is attached to your agreement.
7. **ALL GARBAGE MUST BE REMOVED AND TAKEN HOME WITH YOU!**

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NOISE CONTROL ORDINANCE

An Ordinance to regulate excessive noise that creates a nuisance or disturbs the public peace within the Village of Columbiaville and to provide penalties for the violation thereof. THE VILLAGE OF COLUMBIAVILLE ORDAINS:

Section 1. SHORT TITLE. This ordinance shall be known and cited as the "NOISE CONTROL ORDINANCE."

Section 2. DISTURBING THE PEACE and/or NUISANCE. No person shall create any noise within the Village of Columbiaville which by its nature, continuousness, and intensity operates to disturb the peace of the inhabitants of the Village between the hours of 10:00 p.m, and 7:00 a.m. If any such noise continues for a period of twenty-four (24) hours or more, it shall constitute a public nuisance.

Section 3. MOTOR VEHICLES. No person shall operate a motor vehicle as defined by the Michigan Motor Vehicle Code within the Village of Columbiaville in such a manner as to create a noise louder than that which would be created if the motor vehicle was equipped with a standard muffler system for that type of car in good working condition.

Section 4. OFF-ROAD VEHICLES. No person shall operate within the Village of Columbiaville a trail bike, snowmobile, or other vehicle which is not licensed for use upon the public roads unless it is equipped with a muffler which effectively prevents loud noises therefrom.

Section 5. No person shall create any excessive noise upon any property zoned, single-family residential, multiple-family residential, office-service, commercial, or central business within the Village of Columbiaville between the hours of 10:00 p.m, and 7:00 a.m. Such noises include sounds created by phonographs, radios, stereo equipment, televisions, musical instruments, and loud parties. For the purposes of this Section, the term "excessive noise" shall be deemed to mean any noise which is audible beyond the property lines of the property or street on which the noise originates and which is audible beyond such property or street lines at a level louder than the noise caused by ordinary conversation,

Section 6. DOGS, No person shall permit any dog which is harbored

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NOISE CONTROL ORDINANCE

upon his premises in the Village of Columbiaville to create a nuisance that disturbs the public by loud and frequent or habitual barking or howling.

Section 7. DEFINITIONS. (a) The term "person" shall mean any individual person, or firm, or corporation within the Village of Columbiaville.

Section 8. WAIVER. The Village Council of the Village of Columbiaville may by motion duly adopted waive the provisions of this ordinance for specific events or social occasions.

Section 9. PENALTY. Any person who violates any provisions of this ordinance shall be guilty of a misdemeanor which shall be punishable by a fine of not more than \$500.00 or by imprisonment for not more than 90 days, or by both fine and imprisonment in the discretion of the court.

Section 10. SEVERABILITY. This ordinance and the various sections and provisions thereof are hereby declared to be severable, and if any section or provision is adjudged unconstitutional or invalid, the same shall not affect the validity of the remainder of this ordinance.

Section 11. This ordinance shall become effective on the 23rd day of November, 1982.

AYES: Blue, Olson, Simms, Traver, Wood and Worvie

NAYS: None

MOTION CARRIED, AND ORDINANCE ADOPTED,

The undersigned Clerk of the Village of Columbiaville hereby certify that this ordinance was adopted by the Columbiaville Village Council on the 2nd day of November, 1982, and was published in the Millington Herald/Lakeville Aerial on the 9th day of November, 1982



E, Irene Traver
Village Clerk

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Village of Columbiaville Community Center: Insurance Coverage Requirements

Many homeowners insurance policies provide for host liquor liability coverage. This extends your homeowners insurance coverage to the Columbiaville Community Center as an “additional insured.” Whether you want beer, liquor, or “one sip” of champagne, this insurance certificate is required to allow any alcohol whatsoever on the premises. **Without this insurance, no alcohol may be brought into the building.** If alcohol were brought into the building without this insurance, ever accidentally, the building and event would be shut down immediately and vacated. We want to ensure your event goes as smoothly as possible, so we cover this issue ahead of time. The following is a list of details you need to know when you speak with your insurance provider:

1. Renter must obtain the appropriate license (if needed) and insurance coverage adding the Village of Columbiaville as a named insured.
2. The Village of Columbiaville requires proof of liability coverage from the renter in the form of a certificate of insurance that names the renter as insured, states the **liability limit** with a **minimum of \$300,000.00** and also names the Village of Columbiaville as an additional insured. This certificate of insurance must be completed and in our office **not less than 15 days before your scheduled rental**, or no alcohol will be allowed. We have a small administrative staff and cannot accommodate last-minute searches for insurance certificates. **The recommended liability limit is \$1,000,000.00+ for more than 50 guests.**
3. Required Wording on Certificate: **“Comprehensive Personal Liability extends to use of rental facilities and also provides host liquor liability coverage.”**
4. Policy effective and expiration dates are the date of your scheduled rental and the following day. This is why we allow rentals to have alcohol and music until midnight. At midnight, the party is over!
5. Certificate Holder: Columbiaville Community Center
4620 Water Street
P.O. Box 100
Columbiaville, MI 48421
6. Have your insurance provider fax this certificate to us at (810)793-4777 or deliver it directly to us. The post office does not always guarantee prompt delivery, so if it will be close, we would recommend personal delivery of the certificate to our office. Remember, 15 days prior to your rental is the absolute deadline if you want to have alcohol.
7. Should you have difficulty obtaining this insurance through your homeowners insurance provider, some insurance agencies offer one-time policies just for host liquor liability. It can be costly, and they usually need several weeks to obtain the document, but it will fulfill these requirements if alcohol is necessary.
8. The Village of Columbiaville requires all events with alcohol to hire at least one Security Guard for the *entire event*. A photocopy of the contract signed and dated by both parties to be filed with our office 15 days prior to your rental. Failure to submit this required document will result in your rental to be changed to one without alcohol.
9. Last but not least, **absolutely no alcohol is allowed outside the building.** Our local police are very strict about this, Don't Risk It. If any 'uninvited guest' should arrive, your security guard should direct them to leave immediately. In any event they do not leave, you should instruct the security guard to contact a police officer immediately at (810)667-0292 or call 911. We don't want anyone to put your deposit at jeopardy, and recommend you provide a list of invited guest to the security guard in advance to prevent uninvited guest from spoiling your event. However your security guard is not your “bouncer.”