

Please fill out, sign and return first 6 pages to Markey Township

Markey Township
7400 E. Houghton Lake Dr.
Houghton Lake, MI 48629
989-366-9614

HALL RENTAL APPLICATION AGREEMENT

NAME OF RENTER: _____

ADDRESS: _____

PHONE: _____ CELL PHONE: _____

Day of Event: Monday Tuesday Wednesday Thursday
 Friday Saturday Sunday

Date of Event: _____ Time of Event: _____

Will food be served? Yes No
Will alcohol be served? Yes No (Proof of insurance coverage required)

THERE IS ABSOLUTELY NO FIREWORKS ALLOWED ON PROPERTY AT ANY TIME

To qualify for a resident rate for hall rental, the renter must be a Markey Township resident and be renting the hall for his/her own use, his/her son, daughter, parents, or grandparents only. All other uses are considered to be used by non-residents.

Please check one: Township Resident (\$100.00) Non-Resident (\$150.00)
 Governmental Agency Non-Profit Organization

Rental Fee required thirty (30) days before rental \$ _____ Date & Check # _____

Deposit required at time of reservation \$ 50.00 Date & Check # _____

Cleaning Fee \$ 25.00 Date & Check # _____

Date Security Deposit Returned _____

Renter's Signature

Date

Official's Signature, Markey Township

Date

Markey Township

HALL RENTAL AGREEMENT

1. To qualify for the resident's rate for hall rental, the renter must be a Markey Township resident and be renting the hall for his/her son, daughter, parents, or grandparents. All other uses are considered to be uses by non-residents. Renter must pay rental payment. No second party checks will be accepted.
2. Hall capacity is 227 persons and subject to state mandates. Renter is responsible for ensuring that the hall is cleaned and left in the same condition it was found when rented. After an inspection of the premises and hall, to ensure it is left in a clean, orderly condition with no loss of equipment, items or damages, the deposit will be refunded. To the extent that damage occurred, the deposit will be applied to repair or replace the damages. If the damages exceed the deposit, renter will be responsible for making payment sufficient to cure the full damage amount within 30 days. If the damages do not exceed the deposit, the remainder of the deposit will be returned.
3. Upon leaving the hall, the renter is responsible for making sure the hall is secured and that the lights are turned off. _____ initial
4. Under no circumstances will the hall be rented to minors. Under no circumstances will the hall be rented for profit making purposes where a cover or entrance fee is charged.
5. In the event the applicant has pending fines or caused damage from a previous rental, the facility will remain unavailable for rent to that applicant until all fines or damage money owing are paid in full to the township.
6. Keys will be provided to renters no earlier than twenty-four (24) hours before the rental date. Weekend renters must pick up the key at Markey Township offices before 2:00 p.m. on Friday. To ensure return of rental deposit, keys are to be returned to Markey Township. A metal box is located on the counter for the return of the hall key. When your event is over, place the key into the metal box.
7. Renter agrees to conduct his/her activities on Markey Township property so as not to endanger any person or property. Renter agrees to indemnify Markey Township and hold Markey Township from and against all actions, suits, damages, judgments, costs, charges, expenses, attorney fees, and consequences of any liabilities, of any nature, from events arising from renter's use and possession of the hall and/or Markey Township property, by renter, guests, or any third person and shall sign the attached release of claims.

8. Smoking is not permitted in the building. Absolutely no tacks, staples, or tape are to be used for fastening decorations to walls or ceilings. Tape or 3M removable fasteners may be used to fasten decorations to tables but must be completely removed. Renter shall bag all garbage and trash and deposit in container on east side of building, which includes picking up litter in the parking lot. If the kitchen, microwaves, and refrigerator are not left clean, all or part of the deposit will be forfeited.
9. THERE IS ABSOLUTELY NO FIREWORKS ALLOWED ON PROPERTY AT ANY TIME. IF ANY FIREWORKS ARE FOUND, IT WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR RENTAL AND FORFEITURE OF ALL MONEY PAID.
10. Renter agrees not to assign or in any manner transfer this agreement without the prior written consent of the Markey Township Board.
11. Renter is required and responsible for ensuring that before, during, and after the event, the building exits are clear and outdoor fire lanes open.
12. Renter acknowledges and agrees to fully comply with and abide by all local, state, and federal ordinances and laws and will see that guests and third parties do likewise.
13. In the event that the renter misrepresents its intent, purpose, or the age demographic that is attending the event for which the hall is being used, renter's event shall be cancelled, this agreement deemed void, and all fees paid forfeited.
14. All youth events (under 21 years old) are required to have 10 to 1 ratio of adult chaperones. Failure to abide by this requirement will result in the event being cancelled and all fees paid forfeited.
15. Renter is responsible for securing appropriate security at his or her own cost and expense. Renter is further responsible for controlling admittance of guests to avoid the possibility of party crashers.
16. Markey Township will not and is not responsible for any loss of articles, or damage to any vehicle on the premises during the event. Renter shall be solely responsible for such loss or damage and agrees to indemnify and hold harmless third parties arising out of such loss or damage.
17. Use of the hall for funeral luncheons, dinners, and/or wakes will be free of charge with no rental fee required, with a refundable security deposit of \$50.00 and a non-refundable cleaning fee of \$25.00, if the deceased was a current or former resident of Markey Township, owner of a grave site in Crestview Cemetery, an immediate family member of the deceased (mother, father, husband, wife, child, grandparent, grandchild) and the family requests use of the hall for said purpose. If the hall is already rented or scheduled for use, it cannot be made available to the family of the deceased for said function.

18. There will be no rental fee for local non-profit groups. The refundable \$50.00 security deposit and \$25.00 cleaning fee will be waived as long as the hall is cleaned and left in the condition it was found.
19. Cancellations should be made as soon as possible to the Markey Township Clerk. Cancellations at any time will receive a full refund of fees.
20. Markey Township reserves the right to accept or reject any or all applications.
21. This agreement may not be modified or changed without the written consent of the Markey Township Board.
22. Renter agrees to not enter off-limits areas marked with "Employee Only" signs.

By placing my signature below, I acknowledge that I have read the foregoing and understand and agree to the terms listed in this Hall Rental Agreement and agree to be bound by the terms and conditions. I further acknowledge and state affirmatively that I have had sufficient time to review this agreement with legal counsel of my choice prior to signing this agreement.

Signature of Renter

Date

Official's Signature, Markey Township

Date

Markey Township

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Renter covenants and agrees to hold harmless and indemnify Markey Township, its elected officials, employees, and volunteers (collectively Markey Township) of and from any and all claims, judgments, charges, causes of action, personal injury, lawsuits, death, damage to personal property, breach of contract, or any other injury brought by Renter, guests of Renter, and all third parties arising out of Renter's lease of the hall and/or Markey Township for any and all premise liability claims and negligence by Markey Township.

Renter further agrees to assume the defense and pay all of attorneys' fees of Markey Township's defense arising from any and all claims, judgments, charges, causes of action, personal injury, lawsuits, death, damage to personal property, breach of contract, or any other injury brought by Renter, guests of Renter, and all third parties arising out of Renter's lease of the Hall and/or Markey Township property.

Signature of Renter

Date

Official's Signature, Markey Township

Date

Markey Township
ALCOHOL POLICY AND AGREEMENT

Renter agrees to the following conditions with regard to the service of alcohol while renting the hall.

1. Renter agrees to abide by all State, Federal, City and Township ordinances and policies that apply to the serving of alcohol. Failure to strictly adhere to all laws regarding the serving of alcohol and consumption of alcohol shall result in the event being cancelled and all fees being forfeited. No person under the age of 21 may possess or consume alcohol at any time or for any reason while on Markey Township property.
2. All beverages are the sole responsibility of the Renter. If any type of alcohol is served at renter's event, the Renter must provide to Markey Township, no later than 10 days prior to the event, a homeowner's insurance policy in the amount of \$300,000.00. If the policy liability amount does not indicate \$300,000.00 liability, additional coverage must be provided to show the minimum amount of \$300,000.00. Failure to strictly comply with this policy and provision will result in the event being cancelled.
3. All liquor must be served behind the bar. No pitcher or drinks will be taken to the tables. The Renter must put in place proper procedures that all guests partaking in liquor will be asked to produce picture identification to provide proof of age.
4. Alcohol may only be consumed in the Hall and may not be consumed in the parking lot or parked vehicles.
5. Renter covenants and agrees to hold harmless and indemnify Markey Township, its elected officials, employees, and volunteers (collectively Markey Township) of and from any and all claims, judgments, charges, causes of action, personal injury, lawsuits, death, damage to personal property, breach of contract, or any other injury brought by Renter, guests of Renter, and all third parties arising out of Renter's lease of the Hall and/or Markey Township property. This hold harmless agreement further provides that Renter will hold Markey Township harmless for any and all premise liability claims and negligence by Markey Township.
6. Renter further agrees to assume the defense and pay all of attorneys' fees of Markey Township's defense arising from any and all claims, judgments, charges, causes of action, personal injury, lawsuits, death, damage to personal property, breach of contract, or any other injury brought by Renter, guest of Renter, and all third parties arising out of Renter's lease of the Hall and/or Markey Township property.

By placing my signature below, I acknowledge that I have read the foregoing and understand and agree to the terms listed in this Hall Rental Agreement and agree to be bound by the terms and conditions. I further acknowledge and state affirmatively that I have had sufficient time to review this agreement with legal counsel of my choice prior to signing this agreement.

Signed

Dated

Markey Township

RENTER CHECKLIST

BEFORE RENTAL BE SURE TO:

1. Unlock entry doors to the Hall.
2. Wind down bars on front and side doors with key (Allen wrench) on front window ledge so people can go in and out freely.
3. Turn on lights.

NOTE: NO SMOKING PERMITTED IN THE BUILDING. PLEASE REMIND SMOKERS TO ONLY SMOKE OUTSIDE BUILDING AND TO BE SURE TO USE THE CONTAINERS PROVIDED AT THE ENTRANCE FOR DISPOSAL OF ALL CIGARETTE BUTTS. DO NOT THROW CIGARETTE BUTTS ON THE GROUND.

AFTER RENTAL BE SURE TO:

1. Lock entry doors to the Hall.
2. Wind up bars on front and side doors with key (Allen wrench).
3. Bag up trash and place on tile in the kitchen near roll up door, which includes picking up any litter in the parking lot.
4. Make sure outside kitchen door is closed tight.
5. Wipe off tables and chairs. Return tables and chairs to storage area.
6. Leave the Hall key on front counter after locking the Hall doors.
7. BE SURE TO TEST BOTH OUTSIDE DOORS TO SEE THAT THEY ARE SECURELY LOCKED.
8. Turn off all inside and outside lights before you depart.
9. IN CASE OF BUILDING EMERGENCY CALL:
Supervisor: Stan Gardner – 989-965-3271
Clerk: Sheryl Tussey – 989-915-9817
Treasurer: Wendy Engle – 989-915-0099
Maintenance: Ralph Kitchen – 313-820-1010