

Solon Township Community Room Use Agreement

This Community Room Use Agreement ("Agreement") is made today, _____, 2020 by and between the Township of Solon, Kent County, Michigan (the "Township") and the undersigned, who is a resident of Solon Township (hereinafter, the "Renter").

It is understood and agreed that this Agreement constitutes a revocable license, terminable by the Township immediately, with or without cause, without prior notice. Inappropriate behavior or violation of any of the terms and conditions of this Agreement may be the basis for immediate termination by the Township. Renter agrees that he/she and all of Renter's invitees and guests shall immediately and peaceably leave the Township property if directed to do so by a Township official or Deputy Sheriff. The Renter's use of and presence on the Township property, including the Community Room, shall be subject to strict compliance with all of the terms and conditions of this Agreement.

In consideration of the fee and security deposit and the promises made in this Agreement, the Township agrees to permit the undersigned resident to use the Township Community Room on _____, 20____ from _____ to _____ (maximum 6 hour time frame) for the stated purpose of _____. The Community Room may not be used for any other purpose without the written consent of the Township. The Community Room may not be sublet.

The Renter has read and specifically agrees to all of the following:

- 1. Use of Community Room.** If the Community Room is available on the requested date and the Renter's use of the Community Room is approved, as indicated below, Renter shall observe, perform and be liable for faithful compliance with the terms of this agreement and will be responsible for all damage to the Community Room, and to any persons or property as a result of or arising out of the use of the Township property by Renter or Renter's invitees and guests. Liability is not limited to the security deposit.
- 2. Damages and Liability.** The Renter will be personally liable for all damages incurred as a result of the use of the Community Room, including failure to thoroughly clean the Community Room. Damages incurred, including the cost necessary to clean the Community Room (to be calculated at a rate of \$50 per hour per person required to complete the clean up), may be automatically deducted from the security deposit. If such amount exceeds the security deposit, Renter agrees to promptly pay the entire balance owed within 20 days. The Renter takes full responsibility for all damage, accidents, personal and property injury that occur on the property arising out of or related to use pursuant to this Agreement. The Renter will indemnify and hold harmless the Township, its Township Board, its officials and its employees and other members of the public on the Township property from any and all loss, including attorney's fees incurred, that may be sustained in connection with any such damage or injury. Renter will promptly pay all such liabilities.
- 3. Payment of Rental and Deposit.** The rental cost of \$90.00 (*rental cost of \$50.00 plus \$40.00 Covid-19 sanitation surcharge*) is payable immediately when the reservation is made. The security deposit shall be \$150.00, which shall be paid **by the Renter** on or before the access card to the Community Room is picked up. The card is to be picked up not more than one (1) week prior to the scheduled rental or at such other time as arranged with the Township office. Renter is to call or visit the office Monday-Wednesday, 9:00-5:00, at 616-696-1718 to schedule card pick up. The card must be returned to the drop box after the rental is complete.

The rental fee shall be non-refundable unless cancelled at least 30 days prior to the scheduled date. The security deposit must be paid by separate check when the Renter is given access to the Community Room.

The security deposit will be returned to the Renter if no excessive cleaning is required and there is no damage to the facilities. If damage exists or excessive cleaning is required, the deposit will be forfeited. If damage exceeds the amount of the deposit, the Renter will be held financially responsible.

Excessive cleaning is cleaning that is beyond the scope or extent of usual cleaning tasks undertaken by the Township cleaning staff on a periodic basis.

4. **Inspection.** A Township official shall inspect the premises after the rental. If the Community Room and Township premises have been properly cleaned and vacated and no damages have been incurred, Renter's security deposit will be returned within fourteen (14) days. If there are damages or failure to adequately clean up, the costs of such damages or clean up shall be deducted from the security deposit. If the costs exceed the security deposit, an invoice will promptly be prepared and provided to the Renter.

5. **Rules.** The attached rules governing use of Township Community Room are incorporated into this Agreement. Renter hereby agrees that Renter and his or her invitees and guests shall comply with each of the attached rules.

I am a Solon Township Resident and accept and hereby agree to the foregoing conditions.

Payment of \$90.00 by:

Cash _____

Check # _____

RENTER:

Signature: _____

Print: _____

Payment of \$150.00 by:

Cash _____

Check # _____

ADDRESS:

(Checks must be drawn on **Renter's** account)

PHONE NUMBER:

Date you are Renting: _____

The Use Agreement for the foregoing requested date is hereby accepted and approved.

DATE: _____

SOLON TOWNSHIP

By _____

Its: _____

Rules Governing Use of Township Community Room

- Renter must be an adult resident of the Township. **The Renter agrees to be present at the Community Room during the entire time the Community Room is being used.**
- Rental is for allotted time only, which shall include set up and clean up. Set up and clean-up will not be on the day before or the day after. Exceptions may be authorized by the Township Supervisor or his/her representative.
- Room capacity is 250, seating capacity is limited to 125. The Township furnishes tables and chairs. The wooden meeting table **cannot be moved** and may be used for food service **ONLY** if covered with plastic. **DO NOT ALLOW YOUR PATRONS TO STAND OR SIT ON TABLES – THEY WILL COLLAPSE AND/OR BREAK!!**
- Renter must supply all paper products, dishes, serving and eating utensils. A warming oven, refrigerator, and microwave oven are available for use.
- All chairs and round tables must be returned to storage location. **Rectangular tables should be left out.**
- Community Room, including kitchen, restrooms and entry areas must be cleaned and left in the same or better condition in which it was found. Stove, oven, microwave and refrigerator are to be wiped cleaned; all floors swept and damp mopped (with water and vinegar only) to remove all spills and tracks. **Prints, smudges and dirt are to be cleaned from all glass surfaces (i.e. doors & windows).**
- All trash must be deposited in the dumpster north of the building. **INCLUDING BATHROOM TRASH!** Do not put Helium tanks in the dumpster – renters must take tanks with them.
- If minors are present during the rental period, the Renter shall provide a proper number of chaperones to be present and oversee the minors' use of the premises while they are on Township property.
- The Township's business offices and designated "non-public" areas are absolutely off limits, and the Renter shall ensure that no one enters into these areas.
- The Renter must conduct his or her function and use of the Community Room and associated Township property in accordance with all applicable federal, state and local laws and regulations, and the Renter is responsible for the conduct of all persons who enter the Township property during the rental period.
- The Renter acknowledges that he/she is aware that the Community Room and surrounding area (with the exception of the restrooms) are **monitored by closed circuit recording devices.**
- Smoking and the consumption of alcoholic beverages on the Township property, including the Community Room, is strictly prohibited.

- No use of any flammable or hazardous material, including fireworks, is allowed on the Township property, including the Community Room.
- Hot objects, such as cookware or warming trays, shall not be placed directly on tables or counter tops.
- **No tacks, adhesive material or tape is to be used on the walls.** Non-marking poster putty may be used. **No decorations with glitter** are to be used in the community room.
- Absolutely nothing allowed to be attached to ceiling. Acoustic material is very fragile – and expensive.
- Renter will be held responsible for costs of emergency personnel response to false fire alarms.