# HILDEBRAND HILLS COMMUNITY CENTER RENTAL AGREEMENT 10459 Garr Road, Berrien Springs, MI 49103

## **RENTAL FEE**

Rental fees are:

- 4 hours or less.....\$125
- More than 4 hours....\$200
- \* If snow removal is required at the time of your event, there will be an additional \$50 charge

Rental time includes set-up, prep, event, tear-down, and clean-up in a given day. In addition to the rental fee, all rentals require a refundable cleaning/damage deposit of \$50 *(Please provide a separate check)*. Rental fee and refundable cleaning/damage deposit are due and payable at time of the reservation. Cash, checks or money orders made payable to Hildebrand Hills Homeowners Association (HHHA) are acceptable forms of payment. Checks returned for insufficient funds or failure to remit the rental fee may result in termination of rental privileges. If Renter cancels the reservation, a full refund of the rental fee and cleaning/damage deposit shall be returned to the Renter if more than 48 hour notice is given.

#### <u>USE</u>

The Community Center will be opened 30 minutes prior to the time of your rental and closed immediately upon your departure. The Community Center must be vacated by 11:00 p.m. Renter agrees to use the Community Center for lawful and non-disturbing activities. Renter shall not use the Community Center for any dangerous activities or conduct any dangerous activities on the premises. In the event HHHA deems any activity to be unlawful, disturbing or dangerous, HHHA reserves the right terminate this Rental Agreement and have Renter removed from the premises immediately.

If Renter elects to serve alcohol, Renter is required to obtain a \$1,000,000 (\$1MM) alcohol and special events policy, listing you and/or your organization as Certificate Holder. Policies may be obtained from your insurance agent or websites such as wedsafe.com or privateeventinsurance.com. Renter must provide proof of such insurance policy to the Community Center Manager or Representative prior to occupancy. Renter is not allowed to sell or profit from the sale of alcohol. Violation of this alcohol policy will result in termination of this Rental Agreement and Renter removed from the premises immediately.

Smoking is not allowed inside the Community Center. Smokers must remain a minimum distance of 25 feet from any Community Center entrance. Violation of this smoking policy may result in the Renter's cleaning/damage deposit not being returned.

Use of adhesive products or nails that damage the paint and/or drywall is prohibited. You may use removable 3M Command Strips and/or painter's tape. All adhesive products must be removed prior to Renter's departure. Failure to remove adhesive products and/or damage to the paint and/or drywall may result in all, or part of cleaning/damage deposit not being returned.

### AMENTITIES

The Community Center has 10, 30" wide x 72" long tables and approximately 56 padded fabric folding chairs for your use. All tables and chairs must remain inside the Community Center at all times. Additional tables and chairs can be rented from businesses such as Taylor Rental (Benton Harbor) or Michiana Rental (Niles).

The Community Center has a kitchen. It includes an electric range, microwave, and a refrigerator/freezer for your use. Please use caution when using the kitchen appliances.

Paper towel, toilet paper, dish detergent, liquid hand soap, all-surface cleaner, window spray, and garbage bags are provided for your use. These items are the property of the HHHA and are not to be removed from the Community Center.

# **CLEAN-UP**

Renter is required to clean the Community Center and leave it as clean as when Renter entered the facility. In addition:

- All tables, chairs, and cleaning supplies should be returned to their original places
- All garbage should be gathered and placed the bin (black lid) outside of the Community Center. Please use the recycle bin (tan lid) for any recyclables.

The Community Center Manager or a Representative will conduct an inspection of the Community Center within 24 hours of Renter's departure. It will be the Renter's responsibility to repair or replace any damaged or missing items immediately upon notification from HHHA. Any charge for cleaning and/or damages shall be determined by the Community Center Manager. If no cleaning and/or damage charges are warranted, Renter's cleaning/damage deposit will be returned by mail within 7 days of rental.

### **ACCIDENTS**

Renter must notify the Community Center Manager at 317-771-7430 within 48 hours of any accident or injury incurred at the Hildebrand Hills Community Center during your rental use. Renter agrees to provide such information and complete any documents as may reasonably be requested by HHHA regarding any accident or injury.

#### **UNDERSTANDING**

Renter understands that reservation of a rental day(s) does not guarantee availability of the Community Center. Events beyond the control of HHHA, such as, fire, flood, etc., may occur that render the Community Center unavailable. If the Community Center is unavailable on the reserved rental day for such reason, HHHA will return any rental fee(s) paid by the Renter, and this will be the entire liability of HHHA. Except for the return of the rental fee(s), the Renter agrees to hold harmless and fully indemnify HHHA from and against any and all damages, claims, demands, judgements, expenses, (including but not limited to reasonable attorney fees) and injuries arising from or in any way related to Renter's reservation and/or use of the Hildebrand Hills Community Center.

This Rental Agreement is not assignable by the Renter. If Renter is an organization other than a natural person, the undersigned acknowledges that he/she is authorized to sign this Rental Agreement on behalf of Renter. I have read the above Rental Agreement and understand my responsibilities as Renter.

Rental Date://	Start Time:	End Time:
Renter – Signature		
Renter – Printed Name	Renter – Phone Number	
Renter – Mailing Street Address	Renter – Mailing city, state	e, zip code
Renter – Email Address	-	
Please return signed Rental Agreement and payments to: Denise Venable		
10353 Jill Lane		
Berrien Springs, MI 49103 <u>dgven1@gmail.com</u>		
317-417-9999		