

2024 HILDEBRAND HILLS COMMUNITY CENTER RENTAL AGREEMENT

10459 Garr Road, Berrien Springs, MI 49103

RENTAL FEES

- 4 hours or less .. \$175
- 4 - 8 hours..... \$300
- 8 - 12 hours..... \$450
- Over 12 hours ... \$450 for first 12 hours + \$30 for each additional hour

* **Rental time includes set-up, prep, event, tear-down, and clean-up**

* If snow removal is required at the time of your event, there will be an additional \$50 charge

In addition to the rental fee, all rentals require a refundable cleaning/damage deposit of **\$150**. You must provide a separate payment of **\$150** for the refundable cleaning/damage deposit. **The rental fee AND refundable cleaning/damage deposit are due and payable at time of the reservation.** Acceptable forms of payment include cash, checks, and/or money orders made payable to: **Hildebrand Hills Homeowners Association (HHHA)**. Checks returned for insufficient funds or failure to remit the rental fee at least seven days prior to rental date may result in termination of rental. If Renter cancels the reservation at least 48 hours prior to rental date, a full refund of the rental fee and cleaning/damage deposit will be returned to the Renter.

Use of Facility

The Community Center will be opened 30 minutes prior to the time of your rental and closed 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 to terminate this Rental Agreement and have Renter removed from the premises immediately.

If Renter elects to serve alcohol or if any alcohol will be, or is consumed by any attendees during your rental, Renter must 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 a copy of the insurance policy to the Community Center Manager or Representative 48 hours 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, Renter removed from the premises immediately, and/or Renter's \$150 cleaning/damage deposit not being returned.**

Smoking is prohibited inside the Community Center. Smokers must remain a minimum of 25 feet from any Community Center entrance. Violation of this smoking policy will result in the Renter's \$150 cleaning/damage deposit not being returned.

Use of glue, rubber cement, or similar type of adhesive inside the Community Center or on the exterior of the building is strictly prohibited. Use of adhesive products or nails that damage the paint and/or drywall is prohibited. **Any adhesive product must be removable and not leave any mark or damage to the paint and/or drywall. 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 or hardwood floors may result in all, or part of Renter's \$150 cleaning/damage deposit not being returned.**

AMENITIES

The Community Center has 11, 30" wide x 72" long tables and approximately 50 padded fabric folding chairs for your use. Do not drag tables and/or chairs across the floors. Also, do not stand on chairs or use chairs as a ladder. All tables and chairs must remain inside the Community Center. Additional tables and chairs can be rented from local rental businesses such as Taylor Rental (Benton Harbor) or Michiana Rental (Niles).

The Community Center has a full kitchen (microwave, range, and 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 HHA 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. Failure to do so may result in all or part of Renter's \$150 cleaning/damage deposit not being returned. In addition:

- All tables, chairs, and cleaning supplies returned to their original places
- All garbage should be gathered and placed in the bin outside of the Community Center. Do not place kitchen trash bin outside.
- Do not allow balloons to float to ceiling

Prior to departure, Renter must complete, date, and sign a Community Center Departure Check List.

The Community Center Manager and/or a Representative will inspect the Community Center within 24 hours of Renter's departure. If no cleaning and/or damage charges are warranted, Renter's \$150 cleaning/damage deposit will be returned by mail within 7 days of rental. If the Community Center Manager and/or Representative find any infractions as stated in this agreement, the Community Center Manager shall determine any charges necessary for cleaning, damages, and/or missing items. Damages can include but not limited to damage to any of the interior and/or exterior including walls and/or floors. Renter will be responsible for any charges immediately upon notification from HHA.

ACCIDENTS

Renter must notify the Community Center Manager at 317-771-7430 or 317-417-9999 within 48 hours of any accident or injury incurred at the Hildebrand Hills Community Center during your rental. Renter agrees to provide such information and complete any documents as may reasonably be requested by HHA 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 HHA, 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, HHA will return any rental fee(s) and cleaning/damage deposit submitted by Renter, and this will end the entire liability of HHA. Except for the return of the rental fee(s), the Renter agrees to hold harmless and fully indemnify HHA 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

I agree with the terms stated in this 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, zip code

Renter – Email Address

Please return signed Rental Agreement and payments to:

Denise Venable
10353 Jill Lane
Berrien Springs, MI 49103
dgven1@gmail.com
317-417-9999