BANKS TOWNSHIP HALL RENTAL AGREEMENT

PLEASE PRINT AND FILL OUT COMPLETELY:

APPLICANT'S NAME: _____

ADDRESS: _____

ZIP CODE: _____ **PHONE NUMBER:** _____

DATE OF APPLICATION: _____

PURPOSE FOR USE: _____

DATE TO BE USED: _____ **TIME: FROM** _____ **TO** _____

CHARGE FOR USE: RENT $ _____ **DEPOSIT $** _____

CONDITIONS FOR RENTAL

****THIS IS A SMOKE-FREE FACILITY ****

**** PLEASE READ CAREFULLY AND COMPLETELY BEFORE SIGNING ****

You must comply with all the following terms and conditions. This agreement is not valid unless approved. You must abide by the rules and regulations given to you, or ALL or a percentage of your deposit will be withheld. If damage exceeds your deposit, you will be charged according to the decision of the Banks Township Board.

1. **FEES AND TERMS:** In addition to the security deposit established by the Board, payment must be made to the Banks Township Board in full one (1) month prior to the rental date. If the hall is rented less than 30 days before the event, payment must be made in full at the time of booking. If the balance and/or fee are not received within the allotted time, Banks Township reserves the right to retain your security deposit. You will automatically forfeit your reservation rights, and said property will be opened for other rentals.
2. **DEPOSIT FOR COMMUNITY EVENTS:** If the hall is not left clean after a community event, the deposit will be applied toward the cost of cleaning.
3. **MINIMUM AGE:** You must be eighteen (18) years of age to rent property from Banks Township and must provide proper identification (i.e., a valid driver's license).
4. **HOURS OF USE:** All events and music must end by 11:00 p.m.
5. **FOOD:** Banks Township and its employees are not responsible for food or drinks that are delivered ahead of a scheduled activity or left behind after the activity.

In exchange for the privilege of using the Township facilities for the purposes indicated on the above dates and times, the signing Applicant agrees to and promises the following:

6. **CLEANUP:** The Applicant agrees to clean the inside of the Township Hall as well as the grounds, place all trash into the provided dumpster, and return the hall and premises to the condition in which they existed when the Applicant's use began.

7. **DAMAGES:** The Applicant agrees to reimburse and pay Banks Township for any damage to the premises, building, equipment, and grounds caused by the Applicant's use. All tables and chairs will be inspected for damage after each rental. If damages exceed your deposit, you will be billed for the repairs as determined by the Banks Township Board of Trustees.
8. **OTHER AREAS:** The Applicant agrees to use only the rooms that were applied for and approved (e.g., entire building vs. downstairs only), kitchen facilities, and restrooms in said building during the indicated period.
9. **DECORATIONS:** The use of open flames, glitter, and helium balloons is strictly prohibited.
10. **SECURITY:** It shall be the Applicant's responsibility to secure and maintain security at the sole expense of the Applicant.
11. **SMOKING:** Smoking is strictly prohibited inside the property.
12. **BUILDING CAPACITY:** The number of persons attending any function shall not exceed the capacity of the building as mandated by Banks Township and the Michigan Fire Code, which is posted at the doors.
13. **PERSONAL PROPERTY:** Banks Township assumes no responsibility for any property placed in or on said property by the Applicant or the Applicant's guests, and Banks Township is hereby expressly released and discharged from any and all liability for such loss. All personal property must be removed from the property at the conclusion of the event.
14. **LEGAL COMPLAINCE:** The Applicant shall comply with all laws of the United States of America, the State of Michigan, and all ordinances of Banks Township during its use. If the Applicant violates any of the terms or conditions of this Agreement, Banks Township shall have the right to immediately cancel this Agreement without notice or refund, and Banks Township may pursue all rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.
15. **HOLD HARMLESS:** The Applicant agrees to indemnify and hold harmless the Township of Banks against any and all liability to persons or property brought within the hall or upon the property of the Township by the Applicant, its members, agents, or anyone acting on the Applicant's behalf.
16. **RIGHT OF REFUSAL:** Any matters not explicitly covered by the rules and regulations in this Agreement shall be left to the sole discretion of Banks Township.
17. **CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to the Banks Township Clerk. Refund payments are issued following regular board meetings.

[ ] **ALCOHOL WILL BE AT THIS EVENT. (Please read below)**

Should liquor be present in ANY fashion—regardless of whether it is brought by outside subcontractors, event visitors, participants, or vendors, or supplied in any other manner—Liquor Liability insurance must also be secured through an admitted market for the State of Michigan holding an A.M. Best rating of "A" or better. This policy must also name the Township as an Additional Insured on a primary, non-contributory basis, including a Waiver of Subrogation and a 30-day cancellation notice.

The Applicant must carry a liability insurance policy of at least $1 million per occurrence, naming the Township as an Additional Insured on a primary, non-contributory basis, including a Waiver of Subrogation and a 30-day cancellation notice. Proof of insurance meeting these requirements must be submitted in writing to the Clerk's office at least ten (10) days prior to the event.

[ ] **NO ALCOHOL WILL BE AT THIS EVENT.**

I agree to the above terms and conditions.

Signature of Applicant: _____ Date: _____

----------OFFICE USE ONLY ----------

Accepted & Approved: [ ] Yes [ ] No

- **Security Deposit Fee Paid:** $ _____ **Receipt #:** _____ **Date:** _____

  Received by: _____

- **Rental Fee Paid:** $ _____ **Receipt #:** _____ **Date:** _____

  Received by: _____

Rental Rates and Security Deposits

Standard Rentals (All Users – No Resident/Non-Resident Rate Difference)

- **Entire Building (Upper & Lower Levels)**
  - Rental Fee: $500 per day
  - Security Deposit: $500
- **Lower Level Only**
  - Rental Fee: $125 per day
  - Security Deposit: $100

Community Event Rates

(Community events are defined as events open to the public or sponsored by a nonprofit/community group, as determined by the Township.)

- **Entire Building (Upper & Lower Levels)**
  - Rental Fee: $25 per day
  - Security Deposit: $500
- **Lower Level Only**
  - Rental Fee: $25 per day
  - Security Deposit: $100

Security Deposits

- Security deposits are required at the time of booking.
- Deposits will be refunded after the event, provided the facility is left in satisfactory condition and no damage or policy violations have occurred.
- The Township reserves the right to retain all or part of the deposit for damages, excessive cleaning, or failure to follow facility rules.

Food Service Requirements

- Any individual or group serving food must obtain all required permits and licenses from the local health department.
- Proof of proper licensing may be required prior to the event.
- The Township assumes no responsibility for food safety compliance.

General Conditions

- Rental fees and deposits must be paid in full prior to use.
- The renter is responsible for cleanup and proper use of the facility.
- The Township reserves the right to deny or revoke rentals for noncompliance with this policy.

Effective Date

This policy shall take effect upon adoption by the Township Board and may be amended by resolution.