



SPR 319-10

PAVILION RENTAL AGREEMENT/DEPOSIT FORM

395 Mill St. P.O.BOX 929 Ortonville, MI 48462-0929 (248) 627-4640

Securing Party Name: _____ Group: _____

Address: _____

City: _____ Township: _____ Zip: _____

Number to be contacted at: _____ Alternate Number: _____

Date Of Use: _____ Times: Arrival: _____ Departure: _____

Type of Activity: _____ Number Of People Attending: _____

Alternate Contact: _____ Phone #: _____

RESERVATION INFORMATION

<u>RESERVATION INFORMATION</u>	<u>Regular Fee</u>	<u>501c3 Fee</u>	<u>AMOUNT PAID</u>
Security Deposit	\$ <u>50.00</u>	\$ <u>50.00</u>	\$ _____
Rotary 30 x 50 (Alcoholic Beverages Prohibited)	\$ <u>90.00</u>	\$ <u>67.50</u>	\$ _____
Standard 30 x 30 (Alcoholic Beverages Prohibited)	\$ <u>60.00</u>	\$ <u>45.00</u>	\$ _____

Must remit two (2) separate checks payable to: **Brandon Township Parks & Recreation**
Security check is to be returned within 10 working days after activity date Pavilion is in same condition as prior to function. See attached Terms and Conditions Sheet.
Reservation Check for proper amount is nonrefundable.

I have read, understand, agree and will follow all of the above listed terms and conditions associated with the rental of the pavilions. I hereby agree the premises shall not be used for any illegal purpose or in violation of Local, State, Federal Laws or Ordinance, Police or Fire Regulations. I further agree that I shall be responsible for and shall make payment for any damages, which my party or I may cause to the said facility or equipment. I also further agree to hold the Charter Township of Brandon, its agents and employees harmless for any loss, damage, injury or expense from any suit arising out of or in connection with the use of the pavilions by me or any other persons during my period of rental and occupancy. The Securing Party and Group agrees to indemnify and hold harmless Charter Township of Brandon and Brandon Township Parks and Recreation against from all expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demand of every kind or nature, including attorney fees, by or on behalf of any person, party or governmental authority pertaining to arising out of the securing party's use of the leased premises.

Securing Party Signature

Date

Parks & Recreation Director Signature
Date

Township Supervisor Signature

Office Use Only:

Date of Activity: _____ Day: _____ Time: _____ to _____
Month/Day/Year Day of Week

Hold Check Y / N

Deposit Received: _____ Processed By: _____ Deposited Check Y / N
Date & Amount Name

Condition of Pavilion: _____ and _____
Before Function - Inspected by - Date after Function - Inspected by - Date

Deposit Return Requested: _____ Requested by: _____
Date & Amount Name/Department

OK to Pay: _____ Deposit Returned: Issued New Check: _____
Initials & Date Check # Date

PAVILION RENTAL AGREEMENT

TERMS AND CONDITIONS

1. Reservation agreements will be accepted starting January 1st of each year and ending December 31th. Park hours are 8:30 am to 9:30 p.m. The Securing Party agrees to pay security deposit and rental fees at time of reservation to hold desired date.
2. A security deposit of fifty dollars (\$50.00) must be paid in full to hold/reserve the desired rental date and **MUST** accompany any and all reservations. The security deposit will be returned within 10 working days after the rental date following the completion of an approved inspection.
3. The Securing Party is to ensure all attendees comply with all park rules and regulations set forth by the Charter Township of Brandon Board of Trustees.
4. The Securing Party will be responsible for any and all damage during the occupancy of the facility. Malicious destruction or careless use of the facility that causes property to be stolen or damaged will be penalized by the amount of the cost to repair or replacement costs connected thereto.
5. NO alcoholic beverages are allowed on park property.
6. A minimum of fourteen (14) business days notice must be given for any and all cancellations. Without the required notice, the Securing Party and Group will forfeit the security deposit.
7. Groups comprised of individuals less than eighteen (18) years of age **MUST** have one adult in attendance for every ten (10) persons less than eighteen (18) years of age while using the facility.
8. Proper and orderly behavior shall be maintained at all times and any and all damages made to the pavilion or park property shall be the financial responsibility of the securing party.
9. All advertising except that incidental to programs, all sale of merchandise or other materials and solicitation and circulation of petitions or any other activity is prohibited unless specific written approval is obtained in advance by the Charter Township of Brandon Board of Trustees.
10. The pavilion will be left clean and in the arrangement as upon arrival. Any materials or decorations brought in by the Securing Party and Group **MUST** be removed and properly disposed of at the end of the rental. Confetti of any sort will **NOT** be allowed on park grounds. Only tape will be used to hang objects on the pavilion, there will **NOT** be any use of staples, tacks, nails, etc. on the pavilion. The use of the above mentioned items would result in the forfeiture of the security deposit. Additional fees may be charged for required maintenance.
11. The Securing Party and Group acknowledge the pavilion is located on public property and any other facilities on the property are open to the public.
12. The Securing Party and Group shall be responsible for necessary supervision over any and all persons using the building during the rental period.
13. The Securing Party and Group are to ensure that all attendees comply with any and all park rules and regulations set forth by the Charter Township of Brandon Board of Trustees.
14. The Brandon Township Parks and Recreation Director reserves the right to cancel this contract or make a decision on any situation not covered herein.
15. The Charter Township of Brandon and the Brandon Township Parks and Recreation Department and their agents and employees assume **NO** responsibility, financial or otherwise, for accidents or injuries sustained by individuals or groups using the facility.
16. It is prohibited for any individual or group to discriminate on the basis of race, color, national origin, religion or sex during any event/activity held on Brandon Township Parks and Recreation property.
17. Any and all catered events must use a caterer holding all permits and licenses required by an applicable law, ordinance or regulation. Please submit a copy of the caterer's license two weeks prior to the rental date. The Securing Party and Group shall be responsible for any and all use by the catering company and its employees.
18. Brandon Township Supervisor and/or Parks and Recreation Director shall have the right to restrict the use of the facility or grounds when determined that such use shall be detrimental to the general operations of the parks and/or facilities.
19. The Securing Party and Group agree that they will be jointly and severally responsible for and shall make payment for any damages, which may be caused to the facility or equipment. The Securing Party and Group further agree to hold the Charter Township of Brandon, its agents and employees, and the Brandon Township Parks and Recreation Department, and its agents and employees harmless for any loss, damage, injury or expense arising out of or in connection with the use of the pavilion caused by any persons during the period of rental and occupancy. The Securing Party and Group further agree to indemnify the Charter Township of Brandon, its agents and employees, and the Brandon Township Parks and Recreation Department, its agents and employees, against all expenses, liabilities, loss, damage, suits, actions, claims, judgments, and demands of every kind or nature, including attorneys' fees for an attorney chosen by indemnified parties, pertaining or arising out of the use of the leased premises.
20. Non-Profit organizations will receive a 25% discount on pavilion rental fees provided the organization submits a 501c3 and the securing party agrees to be present during the event.