

AGREEMENT TO UTILIZE MARQUETTE CHARTER TOWNSHIP COMMUNITY CENTER

This agreement to occupy and utilize the Marquette Charter Township Community Center is made and entered into by the User and the Charter Township of Marquette, 1000 Commerce Drive, Marquette, Michigan 49855.

User's Name: _____

Phone Number: _____

Address: _____

Date Signed: _____

The user agrees to the following terms and conditions for the use of the Marquette Charter Township Community Center:

FEES:

- All fees due shall be paid when the agreement is signed.
- Base use fee for organizations in all cases is \$100 for 1-4 hours. Additional hours are \$35 per hour.
- \$40/hour for Marquette Charter Township residents; \$50/hour for non-residents
- \$50 Cleaning fee
- A mandatory deposit of \$100.00 is required for all users, deposit of \$200.00 or \$400.00 for alcohol use (see "Conditions" section below); all deposits include use of the kitchen.
- Deposit will be refunded within fourteen (14) days following the facility and its equipment being found to be in an acceptable condition following use.
- All uses require mandatory on-site Township supervision at \$15/hour of use.

CONDITIONS:

- User will supply a personal liability/property damage insurance certificate with a combined limit of at least \$100,000.00, or \$300,000.00 if alcohol use, identifying Marquette Charter Township as "additional insured" for the event.
- Alcohol use will be in compliance with all State laws governing the use of alcoholic beverages; user has full responsibility for investigating and complying with requirements and obtaining any required permit/license, which must be provided to Township not less than two (2) business days prior to the event. User also assumes any and all liability for damage/spillage/staining correction to Township facilities, and monitoring guests. Sale of alcohol on Township premises is prohibited.
- The user agrees to inform the Township at least five (5) business days prior to the use if cancellation becomes necessary. The applicable user fee will be forfeited and deducted from deposit if notification of cancellation is less than five (5) business days prior to use.
- Gaming or gambling of any sort is prohibited.
- Use of open flame of any sort is prohibited (no Sterno for chafing dishes or candles)
- Animals of any sort are prohibited; service animals must be pre-approved by Marquette Charter Township.
- The user agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon and to indemnify and save harmless the Marquette Charter Township against any and all claims for injury to person or property arising out of the activities conducted or contracted by the user, its agents, members, or guests.
- Smoking is prohibited inside the building; deposit will be forfeited should smoking occur inside the building. Smoking outside the building is prohibited within 25 feet of any doorway, window, or air intake.
- Parking on the grass is prohibited and no vehicles are to be on the walkways of the front entrances to the building.
- Live Bands and disc jockeys are allowed; equipment connection and set-up will occur under Township supervision.
- Children must be supervised at all times when they are outside the building. No one is allowed on side slopes; the areas of water detention; the landscaped areas including shrubbery and flower planting areas.
- Nothing is to be affixed or fastened to the ceiling, walls, windows, doors, or any finished surface.
- Before departing the Community Center, user will ensure that all refuse will be picked up and placed in the trash containments supplied; the kitchen area, bath rooms, all tables, and all floors will be clean (a vacuum is available for use, if necessary); on-site Township supervision is informed of end of use.
- The Township Manager, on behalf of the Board, preserves the right to cancel or prohibit the use of this facility with or without cause if conditions change, such use conflicts with the regular or special use by the Township Board, or if any one of the Terms and Conditions as described above are determined to be at issue.
- All MDHHS COVID related recommendations and mandates in place at the time of the rental must be followed.

I have read the above conditions and rules and agree to abide by them as set forth. Failure to do so will mean the forfeiture of my deposit.

Signature: _____

Date of Use: _____

Start Time of Use: _____

End Time of Use: _____

Fee Amount: _____

Check # _____

Deposit Amount: _____

Check # _____