

Hall Rental Policy

Village of Estral Beach

P.O. Box 107 Newport, Michigan 48166

PHONE: (734) 586-8380

The Village of Estral Beach hereby adopts the following as the policy for rental of the Village Hall. The Village Hall does not include the Fire Department side of the Building.

I. Hall Rental Oversight

- a. The Village Council is responsible for the preparation and approval of this policy, inclusive of applicable Federal, State, and Local laws.
- b. The Village Clerk or designee shall be the contact person for reserving, rental fee and security deposit collection, and contract signing for rental of the Village Hall.
- c. This policy may be amended by the Village Council at any time by a majority vote at any regular or special meeting.

II. Rental and Use of the Village Hall

- a. The Village Council reserves the right to refuse rent and/or usage of the Village Hall to any Person(s), group(s), or organization(s).
- b. Village functions will take priority for reservation of the hall. Emergency situations associated with the Village may prevent the honoring of previously booked days but will be avoided whenever possible. In the event of scheduling conflict, the judgment of the Village Council will prevail. Renter agrees that in case of such cancellation, the Village of Estral beach shall not be responsible for any damages, of any nature, due to said cancellation.
- c. Reservations shall be made on a first come, first served basis. The contract is between the Village of Estral Beach and the signer of the contract, hereafter referred to as “the Renter”.
- d. Reservations must be made with the Village Clerk or designee. Reservations are considered confirmed upon signing of the contract, and receipt of the rental fee and security deposit. A copy of the signed contract will be confirmation of the date reserved.
- e. The Village Hall shall be vacated by 1:00 am on the night of the event.
- f. The privacy, property, and sleep patterns of the Village Residents shall not be negatively impacted due to loud noise or other activities associated with the event.

- g. Music must be confined to inside of the building. All noise generated must comply with Village ordinances.
- h. The Village War Memorial Park is also available for use during the event; however, it is not part of the Village Hall rental. Therefore, respect the rights of the Village Residents that may also be using the park.
- i. Access to the Village Hall will be worked out with the Village Clerk or designee in advance of the day of the event. Access for pre-event setup shall be worked out well in advance with the Village Clerk or designee.
- j. If a Hall key is made available to the Renter for pre-event setup or Hall access, the Renter assumes full responsibility for security of the key. A copy of the key shall not be made for any reason. Any key(s) provided for Hall access shall be returned to the Village Clerk or designee in the pre-arranged manner.
- k. Decorations shall be limited to tables only. No wall or ceiling decorations are allowed.
- l. The Renter is responsible for obtaining any licenses and/or permits required by the State of Michigan, County or Local Municipalities for the planned activities, such as gambling, food service, etc.
- m. The Renter may not sublet the Hall, nor may the contract or responsibilities be transferred or assigned to another person.
- n. The Renter may not charge admission.
- o. Renter shall use Hall only for legal purposes. No illegal activity of any sort shall be conducted in or on Village property.

III. Safety

- a. The maximum capacity of the Village Hall is 64 people if chairs and tables are set up, or 135 people if only chairs are set up. The Renter is responsible for assuring that the Hall does not become overcrowded.
- b. The Renter(s) shall familiarize themselves with the building exits and the location and operation of the fire extinguishers. Note that exiting through the double doors into the Fire Department side is not an option.
- c. No furniture, decorations, coolers, or other items may be placed in such a way as to block the exits.
- d. Personnel attending the event shall not stand or sit on any furniture, other than sitting on chairs which is their design function.

- e. The Village Clerk or designee should be made aware of any damaged furniture, appliance, playground equipment, etc. at the earliest convenience so that it may be repaired or disposed of so as not to cause a safety concern for future users. Use of the damaged equipment shall be halted until the concern can be rectified.
- f. No open flames (e.g., campfires, bonfires, etc.), sparklers, or any fireworks are permitted in the Hall or on the Village property.
- g. The Village oven / stove and heating are natural gas fired, therefore, persons attending the event that require the use of oxygen should avoid these areas of the Hall.

IV. Parking

- a. Parking in front of the Fire Department doors is **STRICTLY PROHIBITED**. Vehicles will be ticketed and towed at the owner's expense if left unattended in this No Parking area.

V. Contract

- a. Each group using the Village Hall will assume responsibility for the facility during their usage time in accordance with the requirements of this policy, guidelines posted in the facility, and as covered by the signed contract. Proof of insurance for general liability coverage for the Hall is required for all Renters, even if rental fee is waived. Should an incident occur during your rental, you are individually liable for any damages incurred, unless the incident was caused by the willful acts or omissions or gross negligence of the Village, Village Council, employees or contractors.
- b. By signing the contract, the Renter agrees to indemnify and hold harmless the Village of Estral Beach, Council Commissioners, and employees from and against any and all claims, damages, losses and expenses, including attorney's fees, resulting from the use of the facilities.

VI. Fees

- a. Failure to pay the security deposit and/or rental fee at least five (5) days prior to the day of scheduled rental is grounds for cancellation.
- b. Waivers
The following events or organizations are pre-approved by the Village Council for which the daily Hall rental fee will be waived. However, this does not prevent legal action against the person or organization using the Hall should intentional damage to the facility occur.

1. Holiday Party for the children of the Village of Estral Beach, should a resident wish to sponsor and organize such an event, with the exact date to be determined, for the following holidays:
 - Easter
 - Halloween
 - Christmas
 2. Wakes held for deceased Village residents or immediate family members or in-laws (i.e., parents, siblings, or children).
 3. Any event, with prior approval of the Village Council, which is held solely to raise funds for the direct benefit to the Village (e.g., Euchre tournaments, preparation for the Fireman's Festival, etc.).
 4. Legitimate 501(c)3 non-profit organizations (e.g., Boy Scouts, Girl Scouts, etc.) that are open to the public AND seek a waiver from the Council. The Sponsor shall be held responsible for the facility as if it were a paid Hall rental. The inspection fee, as described in 6.3.a, will be required to protect the interests of the Village.
 5. Any event (e.g., training, fundraisings, etc.) which supports the functions of the Estral Beach Volunteer Fire Department (EBVFD), unless the Hall is already reserved by a paying Renter.
- c. Other Civic Social groups consisting of Village Residents and open to the public shall be assessed a token sum of \$10 per gathering for use of the Village Hall (e.g., Elite Bunco Club). The Sponsor, who shall be a resident of the Village, shall be held responsible for the facility for deposit fee waiver.
 - d. An active member of the Estral Beach Volunteer Fire Department, with over one year of continuous service, wishing to use the Hall for a personal gathering shall be assessed a reduced rate of \$20 per use to cover utilities, and limited to one use per member per year. This does not include Holiday weekends unless the Hall is not reserved by a paying Renter. The Fire Chief will determine who is an active member.

- e. An active member of the Village Council, President or Village Clerk, with over one year of continuous service, wishing to use the Hall for a personal gathering shall be assessed a reduced rate of \$20 per use to cover utilities, and limited to one use per member per year. This does not include Holiday weekends unless the Hall is not reserved by a paying Renter. The Clerk will determine who is an active member, except in the case where the Clerk wishes to rent the Hall, in which case the President shall determine whether the Clerk is an active member.
- f. An active member of the Village Planning Commission, with over one year of continuous service, wishing to use the Hall for a personal gathering shall be assessed a reduced rate of \$20 per use to cover utilities, and limited to one use per member per year. This does not include Holiday weekends unless the Hall is not reserved by a paying Renter. The Village Clerk will determine who is an active member.
- g. Each Maintenance employee with over one year of continuous service, wishing to use the Hall for a personal gathering shall be assessed a reduced rate of \$20 per use to cover utilities, and limited to one use per member per year. This does not include Holiday weekends unless the Hall is not reserved by a paying Renter.
- h. Daily charges for any paid rental of the Village Hall are listed below.
1. Rental
 - a. Weekends (Friday, Saturday, or Sunday), Government Holidays, or the day prior to a Government Holiday will be charged at the rate of \$100 per day hall rental fee. The following are recognized government holidays:
 - New Year's Day
 - Martin Luther King Jr's Birthday
 - Washington's Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving
 - Christmas Day

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- b. Other Weekdays will be charged a \$50 hall rental fee unless for a Civic Social group as specified above.

2. Security Deposit

- a. A \$200 security deposit will be required for all paid Hall rentals, except for those groups or functions listed in 6b through 6f above.
- b. The security deposit amount will be refunded in full to the Renter following inspection of the facility by the Village Clerk and/or designee within 14 days after the function provided that all of the guidelines have been adhered to and no damages were incurred during the rental period. All Village property, including any keys to the facility, must be left in the Village Hall or collected prior to receipt of the security deposit.

3. Inspection fee

- a. In addition to the rental fees listed in sections 6.f.1.a & b above, a \$10 inspection fee will also be charged to cover the time for post-rental inspection of the Hall for compliance. This will also apply to 501(c)3 organizations described in section 6.b.4.

4. Cancellation

a. By Village

- i. If the Hall rental is cancelled by the Village due to an emergency, accident, natural event, etc., the Village will refund in full the Hall rental fee and security deposit.
- ii. If such cancellation should occur, the Village will work with the Renter to reschedule the event for half the normal rental fee.

b. By Renter

- i. If the Hall rental is cancelled by the Renter more than fourteen (14) days prior to the event, the Village will refund in full the Hall rental fee and security deposit, UNLESS the scheduled event falls on a Holiday weekend. In such case, the Renter will forfeit half of the Hall rental fee with the security deposit refunded in full.
- ii. If the Hall rental is cancelled by the Renter fourteen (14) days to five (5) days prior to the event, the Village will refund half of the Hall rental fee with the security deposit refunded in full, UNLESS the scheduled event falls on a Holiday weekend. In such case, the Renter will forfeit the full Hall rental fee with the security deposit refunded in full.

- iii. If the Hall rental is cancelled by the Renter less than five (5) days prior to the event, the Renter will forfeit the full Hall rental fee with the security deposit will be refunded in full.

VII. Vandalism / Damages

- a. Vandalism, malicious mischief, or willful breakage of any part of the Village Hall or contents thereof, will be reported to the Monroe County Sheriff's Department and/or the Michigan State Police for prosecution.
- b. The Village Hall is government property; therefore, intentional damage may result in additional Federal or State legal action against the Renter for property damages incurred.
- c. Any breakage, damage, or loss of property will be deducted from the security deposit. Any damage above the amount of the security deposit must be paid by the Renter within five (5) working days following the event.
- d. Responsible use of the Kitchen appliances is allowed during the event. Consideration should be given to the environment, in that water should not be left running unnecessarily, doors shall not be left open when the heating system is operating, and the oven / stove should be turned off when not in use.
- e. The offending person and/or persons will be held liable for repair or replacement costs and possible prosecution. If the offending person and/or persons cannot be identified, the Renter will be held liable for repair or replacement cost and possible prosecution.

VIII. Smoking

- a. Smoking is prohibited inside of the Village Hall under penalty of Michigan State Law. Any infraction will result in the forfeiture
- b. Smoking outside of the building is allowed; however, all debris (i.e., cigarette butts, matches, etc.) must be collected at the end of the event and properly disposed in a manner which will not cause a fire hazard.

IX. Alcohol

- a. Alcohol use is allowed with the rental of the Village Hall; however, drinking shall be done responsibly.
- b. Under no circumstances should minors be allowed to consume alcohol under penalty of Michigan State law.
- c. The Renter releases the Village of Estral Beach from liability resulting from the use of alcoholic beverages during or following the rental of the Hall.

- d. Alcohol may not be sold unless the proper State license and/or permit are obtained, and a copy provided to the Village Clerk or designee.

X. Drugs

- a. Drug use on Village property is strictly prohibited and is punishable under Federal and State law.

XI. Supervision

- a. The Renter(s) will be responsible for supervision of all activities during the event, be responsible for all damages to Village property, and be responsible for cleaning of the facility after the event.
- b. Any teenage or pre-teen activities shall be properly supervised and chaperoned by the Renter. NO alcoholic beverages will be allowed. A “closed-door policy” should be considered during such events such that anyone leaving the Hall or park should not be allowed to return to the event.
- c. Any members of the group under the age of 18 should be under the supervision of a responsible adult 21 years of age or older.
- d. An adult must supervise children at all times. Unsupervised children are the responsibility of the Renter, and will be held liable.

XII. Pets

- a. Only service animals will be allowed inside of the Village Hall. No other pets will be allowed.

XIII. Conduct

- a. Profane or abusive language, drunkenness, brawls, excessive noise, or conduct not acceptable at public gatherings will not be tolerated at any time. Rowdy behavior or disturbances to the Village residents will be just cause for immediate cancellation of the activity by the Village. An attempt may be made to provide one warning to the Renter prior to activity cancellation if justified.

XIV. Clean up

- a. Any decorations installed, including fixatives, shall be removed completely following the event.
- b. An attempt should be made to leave the Village Hall cleaner than it was found. Any time required for cleaning by Village Employees following the event will be deducted from the security deposit at a janitorial fee of \$12.00 per hour.

- c. Clean up shall include the appliances, if used, to at least the degree of cleanliness at the start of the event. Check that the kitchen water faucet is OFF. Note that the kitchen light is to be left ON.
- d. Remove all food and supplies that were brought into the Hall. Dish towels, dish detergent, glasses, plates, eating and cooking utensils, etc. are not provided by the Village and must be provided by the Renter.
- e. Bag and remove any trash. The trash dumpster is outside the Fire Department side of the building. Reline the garbage containers with bags provided by the Village.
- f. Floors shall be swept and mopped as needed.
- g. All chairs, tables, etc. must be put away in their proper location or left in an orderly manner.
- h. All restrooms must be checked and cleaned. Verify that the toilets are not left running, and that the bathroom lights are turned OFF.
- i. Renter is responsible for turning off the lights, turning down the heat to 55°F (if applicable), and securing the building following the event.
- j. The Hall must be restored to its original condition by 10:00 am on the following day, unless the Hall is rented for the next day, then the Hall must be restored the same day/night of the event.

XV. Consequences

- a. Anyone using the Village Hall that fails to comply with this policy, rules, and regulations will forfeit any deposits and may lose eligibility for future use of the facility.
- b. The Village reserves the right to terminate any activity that is in violation of the Hall policies, rules, and regulations.
- c. The Village Council reserves the right to grant exceptions to these rules, or revise this policy at anytime deemed necessary. All confirmed reservations will be held to the policy in place at the time the reservation was made unless determined to not be in the best interest of the Village.

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Village of Estral Beach

P.O. Box 107 Newport, Michigan 48166

PHONE: (734) 586-8380

Date: _____

I, _____ of _____
(name) (address)

(city) (state) (phone)

agree to be held liable for all damages/charges over and beyond the security deposit for renting the Village Hall on _____. I have read and received a copy of the Village Hall Rental Policy and will abide by this policy.

(Renters Signature)

Attested by: _____

Rental Charges:

Village Residents only: Deposit - \$200 (returned on compliance)

Rental - \$ 100 (\$50 if M, T, W, or Th and not a holiday or day before)

Inspection Fee - \$ 10

Total - \$310 (\$260)

Receipt Number: _____

Hall Inspector's Comments: _____

