

**Security Deposit and Rental of the
Gibraltar Community Center – Cooke Community Center**

Date of rental agreement _____

Event Date _____

Deposit Amount _____ Cash/Check # _____

\$100.00 Early Access fee (non-refundable) _____ Cash/Check # _____

\$50.00 Non-Resident Fee _____

Rental Amount _____ Cash/Check # _____

Payment _____ Cash/Check # _____

Final Payment Date _____ Amount _____ Check/Receipt _____

Name _____

Address _____

City, State, Zip _____

Phone _____

Rental Deposit Return (office use only)

Refund Date _____

Deposit Amount _____ **Check/Receipt#** _____

Community Center Director _____

Rental Policy

1). Building Use Rules and Regulations

- A. It is understood that the building/rooms are rented on a first-come, first served basis. Reservations are made when deposit is made with the City Offices.
- B. It is also understood that if you do not rent out the whole building, the City is allowed to rent out any and all other unused rooms in the building. Should the Director or the City offices receive a request to rent out a room when another portion of the building is already rented out, the Director will make a courtesy call to the 1st party to inquire as to whether or not they wish to rent out the whole building. The 1st party must decide within 48 hours and place the appropriate deposit with the Director. If no return call is received, it is assumed the 1st party waives the right to rent out the whole building.
- C. The person signing the application form is the responsible party, and is required to comply with the following responsibilities and complete the following duties;
 - The setup of any tables/chairs/equipment/supplies needed.
 - The cleaning of all tables/chairs/equipment/supplies used.
 - Proper return to storage of all items used.
 - Conduct of any guest/participants.
 - Clean up floor area, including sweeping and mopping up any spillage and/or debris or trash on the floors.
 - Taking of trash bags out and placing them in the dumpster.
 - Payment for any property damaged/stolen/missing.
 - Paying all required deposits and rental fees in advance.
 - Deposits/fees will be returned if the rental is cancelled no later than 5 business days prior to the rental date
 - Deposits will not be returned if the rental is cancelled within 5 business days of the rental date.

2.) Overall Building Responsibilities

- A. The Director of the Parks and Recreation Department is responsible for processing rental applications and keeping them on file for 3 years past the date of actual use.
- B. The Parks and Recreation Director shall make final determination as to whether a refund of deposit is warranted. Determination will be based on whether the center was properly cleaned and nothing was stolen or damaged.
- C. Refunds will be issued within 30 days after the applicant's personal check clears the bank of issue.

3.) Rental Fees:

The Mayor and City Council shall determine by resolution, the appropriate rental fees. Current fees remain in effect until changed by majority vote of the Mayor and Council.

- A. The renting party is responsible for cleaning the facility after usage. If the rental facility is found to be un-cleaned after usage, party will be assessed a \$150.00 cleaning penalty.

4.) Use of Alcoholic Beverages:

- A. It is the policy of the City to allow individual/organizations who utilize the center to provide and consume alcoholic beverages, provided that they sign a waiver of liability form and adhere to all state and local laws and regulations for the possession, use and consumption of alcoholic beverages. The City reserves the right to require that the renting party provide a copy of a liability insurance policy covering the use, possession and consumption of all types of alcoholic beverages. Said policy will name the City of Gibraltar as an additional insured.
- B. The responsible party signing the rental party application is responsible for the conduct of all guests while on the premises and immediately thereafter.
- C. Individuals selling alcoholic beverages in the Community Center or on the park grounds must obtain their own liquor license from the Michigan Liquor Control Commission, plus provide proof of liability coverage for the sale of alcoholic beverages, with the City of Gibraltar names as additionally insured.

5.) Non-Smoking Area:

By Council action the Community Center has been declared a smoke free facility and the designated smoking area is outdoors only, and a minimum of 5 feet away from any doorway.

6.) Damages (Responsibility): As addressed in the community center policies and procedures and release and hold harmless agreement

Acknowledged, understood, and received:

City of Gibraltar, a Michigan Municipal Corporation

Lessor:

By: _____

Lessee: _____

Release and Hold Harmless Agreement Attached

Lease agreement Attached

RELEASE AND HOLD HARMLESS AGREEMENT

This agreement is made this _____ day of _____, by and between the City of Gibraltar, Gibraltar, MI, a Municipal Corporation, and _____, (Name) representing _____ address _____ (self/organization) phone _____.

In consideration of permission granted to _____, by the City of Gibraltar to use the City owned facility, _____ on _____ (community center/city park) (day & time) for the purpose of _____.

I/We hereby and forever release, indemnify, defend, and hold the City of Gibraltar, its elected officials, employees, and agents, harmless from any claim, demand, loss, cost, expense, liability, penalty and damages, including attorney fees, resulting from the occurrence arising from or alleged to arise from, the use of the _____ and /or while (facility) serving alcoholic beverages while such facility is in my possession or control.

ALCOHOLIC BEVERAGES PERMIT: If you intend to serve alcoholic beverages, you agree to the following provisions:

1. I/We agree to service only those people 21 years of age or older, and if unsure, agree to ask for identification.
2. I/We agree to not serve any alcoholic beverages to anyone who appears to be under the influence of liquor and/or drugs.
3. I/We agree to immediately notify the Gibraltar Police Department at 734-676-1022 should any problems arise with any persons invited or uninvited.
4. I/We agree that by serving alcoholic beverages, I assume any and all liability for the actions of those people served at our function during and immediately after, and understand that I subject myself to possible criminal and civil sanctions, should it be determined I violated any liquor law of the State of Michigan and/or the City of Gibraltar.
5. It is understood that the Chief of Police has the right to immediately revoke permission to serve alcoholic beverages should any liquor law be violated.

Signature: _____ Date: _____

City of Gibraltar: _____ Date: _____

Chief of Police: _____ Date: _____

Lease Agreement

The Agreement made and executed this _____ day of _____ year _____ by and between the City of Gibraltar, a Michigan Municipal Corporation located at 29450 Munro Street, in the City of Gibraltar, Wayne County, Michigan hereinafter referred to as the LESSOR, and _____ whose current address is _____, County, Michigan and whose phone number is _____ (_____) _____, hereinafter referred to as the LESSEE in consideration of mutual covenants contained herein, the parties agree as follows:

WITNESSETH:

(1) Lessor agrees to lease to the Lessee the premises commonly known as the Gibraltar Community Center located at 29340 South Gibraltar Road, in the City of Gibraltar, Wayne County, Michigan, and more particularly a room therein specifically described below. The Lessee will adhere to all policies in the lease agreement, and before signing the lease agreement the Lessee was allowed to read and understand the policies set forth in said agreement.

- A. Small Room
- B. Small Conference Room
- C. Large Room
- D. Entire Building
- E. Kitchen
- F. Pavilion

For the day of _____ between the hours of _____ o'clock A.M./P.M. until the hours of _____ o'clock A.M./ P.M. (Facility must be vacated by 12:00 a.m.) for the purpose of holding a social gathering _____ for _____ people.

- (2) Lessee shall pay to the City of Gibraltar the sum of \$ _____ for use of said premises on the date of this agreement on or before fifteen (15) business days.
- (3) The Lessee shall pay to the Lessor the sum of \$ _____ for Security Deposit.
- (4) By signing this Lease Agreement, the Lessee confirms that he/she has reviewed and understands the current Rental Policy(s) established by the City of Gibraltar for the Gibraltar Community Center and related facilities.
- (5) By signing this Lease Agreement, the Lessee understands and agrees that there shall be no refunds for the rental of the above stated premises if an act of God (storm related power outage, fire, rain, wind, etc.) shall prohibit or limit the Lessees usage of the rented premises.

City of Gibraltar, a Michigan Municipal Corporation

Lessor:

By: _____

Lessee:

City of Gibraltar Community Center Rental Rates

Small Room (Sunday-Thursday) 50 People

Rental w/out Kitchen:	\$300.00 (Includes \$150.00 Refundable Deposit)
Rental w/Kitchen:	\$355.00 (Includes \$150.00 Refundable Deposit) (\$50.00 will be added for Non-Resident)

Small Room (Friday & Saturday) 50 People

Rental w/out Kitchen:	\$350.00 (Includes \$150.00 Refundable Deposit)
Rental w/Kitchen:	\$405.00 (Includes \$150.00 Refundable Deposit) (\$50.00 will be added for Non-Resident)

Small Conference Room (any day) 25 People

Rental w/out Kitchen/day:	\$100.00 (plus a \$100.00 Refundable Deposit)
Rental w/Kitchen/day:	\$155.00 (plus a \$100.00 Refundable Deposit) (\$50.00 will be added for Non-Resident)

Large Room (Sunday – Thursday) 150 People

Rental w/out Kitchen	\$425.00 (Includes \$150.00 Refundable Deposit)
Rental w/Kitchen	\$480.00 (Includes \$150.00 Refundable Deposit) (\$50.00 will be added for Non-Resident)

Large Room (Friday & Saturday) 150 People

Rental w/out Kitchen:	\$500.00 (Includes \$150.00 Refundable Deposit)
Rental w/Kitchen:	\$555.00 (Includes \$150.00 Refundable Deposit) (\$50.00 will be added for Non-Resident)

Entire Building (Sunday – Thursday) 180 People

Rental w/out Kitchen:	\$500.00 (Includes \$150.00 Refundable Deposit)
Rental w/Kitchen	\$555.00 (Includes \$150.00 Refundable Deposit) (\$50.00 will be added for Non-Resident)

Entire Building (Friday & Saturday) 180 People

Rental w/out Kitchen:	\$550.00 (Includes \$150.00 Refundable Deposit)
Rental w/Kitchen	\$605.00 (Includes \$150.00 Refundable Deposit) (\$50.00 will be added for Non-Resident)

Gazebo

Rental:	\$25.00 (no deposit, add \$50.00 Non-Resident)
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Outdoor Pavilion

Rental:	\$50.00 (no deposit, add \$50.00 Non-Resident)
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Funerals

Rental w/out Kitchen:	\$100.00 (no deposit, add \$50.00 Non-Resident)
Rental w/Kitchen:	\$155.00 (no deposit, add \$50.00 Non-Resident)

Notes:

- The above stated \$150/rental deposit is intended to cover damages and cleaning. After usage, if the room is properly cleaned and no damage exists, deposit will be returned.
- Full payment including deposit is required at time of reservation.
- Deposit requirement waived for Gibraltar Employees and Committee/Commission Members
- City events and government entities will not be charged for rental
- Non-Profit/501 c(3) - \$75.00 charge, Deposit Required, Only Gibraltar Based Entities Eligible
- \$100.00 fee to set up the evening before event applies to all above rentals