

City of Gibraltar Community Center Rental Agreement



Rental Information

Date Requested _____ Building (Circle One): Talbert Center / Cooke Center
 Rental Time (including set up/clean up*) _____ am / pm - _____ am / pm
 Estimated Attendance _____ List reoccurring meeting dates _____

\$150 DEPOSIT REQUIRED TO RESERVE ROOM IN ADDITION TO BELOW RATES

Room Requested:		Sun-Thurs	Fri & Sat
<input type="checkbox"/> Entire Building	W/O Kitchen Seated Tables/Chairs up to 180 People	\$350	\$400
<input type="checkbox"/> Large Room	Seated Tables/Chairs up to 150 People	\$275	\$350
<input type="checkbox"/> Small Room	Seated Tables/Chairs up to 50 People	\$150	\$200
<input type="checkbox"/> Conference Room	Talbert Center Only up to 25 People	\$100 Any Day (\$100 Deposit)	
<input type="checkbox"/> Outdoor Pavillion	No Access to Indoor Spaces	\$50 Any Day (No Deposit)	

Utilizing any room you have not paid for will result in forfeiture of your deposit

- Kitchen \$55 Additional Fee on Top of Room Rental
- Non-Resident Fee \$50 Additional Fee for any Non-Resident Renter
- Early Access Fee \$100 Additional Fee for Night Before Access for set-up
- Gazebo \$25 Additional Fee (Can be booked in addition to rentals or as standalone)

- Non-Profit/501 c(3) Total Rental Fee- \$75 plus Deposit Requires Documentation at Time of Deposit
- Funerals Total Rental Fee- \$100 no Deposit Kitchen and Non-Resident Fee May Apply

Applicant Information

Name _____
 Address _____ City/Zip _____
 Daytime Phone _____ Evening Phone _____

FOR OFFICE USE ONLY:

Deposit Date _____ Cash / Check # _____ Copy of Rental Agreement given to Renter <input type="checkbox"/> Staff Initials _____	Rental Fee _____ Balance Due \$ _____ Due by: _____ Date Paid _____ Cash / Check # _____ Staff Initials _____
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Deposit Returned Date _____ Staff Initials _____
 Comments _____

Gibraltar Rental Policy

I. Building Use Rules and Regulations

A. Reservation Terms

It is understood that the building/rooms are rented on a first-come, first-served basis. Reservations are confirmed upon receipt of a deposit at the City Offices.

B. Rental of Unused Space

If the entire building is not rented, the City reserves the right to rent out any unused rooms. In the event that the Director or the City Offices receives a request to rent a room while another portion of the building is already rented, the Director will make a courtesy call to the first party to inquire whether they wish to rent the entire building. The first party must decide within 48 hours and submit the appropriate deposit to the Director. If no return call is received within this period, it is assumed that the first party waives the right to rent the entire building.

C. Responsibilities of the Responsible Party

The individual signing the application form is deemed the responsible party and agrees to the following responsibilities and duties:

- Set up any tables, chairs, equipment, and supplies needed.
- Clean all tables, chairs, equipment, and supplies used.
- Properly return all items used to storage.
- Manage and supervise any guests or participants.
- Clean the floor area, including sweeping and mopping any spills, debris, or trash.
- Remove trash bags and place them in the dumpster.
- Cover payment for any property that is damaged, stolen, or missing.
- Pay all required deposits and rental fees in advance.
- Receive deposits/fees if the rental is canceled no later than 5 business days prior to the rental date.
- Note that deposits will not be returned if the rental is canceled within 5 business days of the rental date.

II. Overall Building Responsibilities

A. Rental Application Records

The Director of the Parks and Recreation Department is responsible for processing rental applications and maintaining them on file for three years beyond the date of actual use.

B. Refund Determination

The Parks and Recreation Director shall have the final authority to determine whether a refund of the deposit is warranted. This determination will be based on whether the center was properly cleaned and that no property was stolen or damaged.

C. Refund Issuance

Refunds will be issued within 30 days after the applicant's personal check clears the bank of issue.

III. Rental Fees

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

The renting party is responsible for cleaning the facility after use. If the facility is found not to have been cleaned after use, the renting party will be assessed a \$150.00 cleaning penalty.

IV. Use of Alcoholic Beverages

A. Provision and Consumption

The City permits individuals and organizations utilizing the center to provide and consume alcoholic beverages provided they (1) sign a waiver of liability and (2) comply with all applicable state and local laws and regulations governing the possession, use, and consumption of alcoholic beverages. The City reserves the right to require the renting party to provide a copy of a liability insurance policy covering the use, possession, and consumption of all alcoholic beverages, with the City of Gibraltar named as an additional insured. The renting party acknowledges that the City shall not be liable for any claims, losses, or damages arising from the use of alcoholic beverages, and agrees to fully indemnify and hold the City harmless from any such claims.

B. Responsibility for Guest Conduct

The individual signing the rental application is responsible for the conduct of all guests on the premises and immediately thereafter.

C. Sales of Alcoholic Beverages

Individuals selling alcoholic beverages at the Community Center or on park grounds must obtain their own liquor license from the Michigan Liquor Control Commission and provide proof of liability coverage for such sales, with the City of Gibraltar named as an additional insured. The seller agrees that the City shall not be liable for any claims, losses, or damages arising from the sale of alcoholic beverages, and further agrees to fully indemnify and hold the City harmless in this regard.

V. Non-Smoking Area

By Council action, the Community Center is designated as a smoke-free facility. Smoking is permitted only in designated outdoor areas, which must be at least 5 feet away from any doorway.

VI. Release and Hold Harmless

In consideration of being permitted to rent and use the Gibraltar Community Center and any associated City premises, the renting party (including its agents, employees, guests, and participants) hereby agrees to release, waive, discharge, and covenant not to sue the City of Gibraltar, its officers, employees, agents, and volunteers from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees) arising out of or in connection with the rental, use, or occupancy of the premises. This release applies to any claims arising from negligence, whether active or passive, or any other cause, regardless of whether such claims are based on the City's actions or omissions.

The renting party acknowledges that use of the premises is at its own risk. Furthermore, the renting party agrees to fully indemnify, defend, and hold harmless the City of Gibraltar from any claims, actions, damages, or losses, including those related to property damage, personal injury, theft, or any other loss, that may arise during or after the use of the premises. This indemnification extends to any claims related to the conduct of guests, the use or consumption of alcoholic beverages, or any other activities taking place on the premises.

This release and indemnification obligation shall be binding upon the renting party, its successors, heirs, executors, administrators, and assigns.

VII. Assumption of Liability, Release, and Non-Waiver of Governmental Immunities

By signing this rental agreement, the renter acknowledges that the City of Gibraltar is providing a space for rental without any representations or warranties regarding its condition, and that nothing in this agreement shall constitute or be deemed a waiver of any governmental immunities or privileges afforded to the City. The renter expressly acknowledges and agrees that they assume full and unconditional responsibility for any and all liability, claims, losses, damages, injuries, or expenses arising out of or related to the rental, use, or occupancy of the premises. This includes, without limitation, any claims for personal injury, property damage, or theft suffered by the renter, its guests, invitees, or agents during the rental period.

Furthermore, the renter acknowledges that the City of Gibraltar, its officers, employees, agents, and representatives shall not be held liable for any such incidents, regardless of whether they result from the negligence, active or passive, of the City. The renter agrees to indemnify, defend, and hold the City of Gibraltar harmless from and against any and all claims, demands, actions, damages, or losses, including reasonable attorney's fees, arising out of or related to the use of the premises.

This assumption of liability is a material and essential condition of this rental agreement, and by executing this document, the renter confirms that they fully understand and voluntarily accept all associated risks and responsibilities.

Acknowledgement

By signing below, the renter certifies that they have carefully read, fully understand, and voluntarily agree to all terms and conditions of the Gibraltar Rental Policy, including all provisions regarding assumption of liability, release, and indemnification. Their signature confirms that any questions or concerns regarding these terms have been addressed to their satisfaction, and they consent to be bound by the entire agreement.

City of Gibraltar:

By: _____
(Authorized Representative)

Printed Name: _____

Title: _____

Date: _____

Renter:

By: _____
(Signature of Authorized Renter)

Printed Name: _____

Title (if applicable): _____

Date: _____

Release and Hold Harmless Agreement

This Agreement is made this _____ day of _____, 20____, by and between the City of Gibraltar, MI (hereinafter "City"), and _____ (hereinafter "Renter"), representing _____ (hereinafter "Organization"), with an address of _____ and telephone number _____.

In consideration of the City granting permission to the Renter to use the City-owned facility, _____ (e.g., Community Center or City Park), on _____ (day & time) for the purpose of _____, the Renter agrees as follows:

1. Release and Indemnification

The Renter, on behalf of itself, its agents, employees, guests, and invitees, hereby releases, indemnifies, defends, and holds harmless the City of Gibraltar, including its elected officials, employees, and agents, from any and all claims, demands, losses, costs, expenses, liabilities, penalties, and damages (including reasonable attorney fees) arising out of or relating to the rental, use, occupancy, or possession of the facility. The Renter acknowledges and agrees that the City assumes no risk associated with the rental and use of the facility.

2. Assumption of Risk

The Renter acknowledges that they assume full and unconditional responsibility for any and all liability, claims, injuries, or damages that may occur during the rental period, regardless of whether such incidents result from the negligence (active or passive) of the City or otherwise.

3. Licenses and Permits

The Renter is solely responsible for obtaining all necessary licenses and permits required for the event, including—but not limited to—any permits for serving alcoholic beverages and any other permits required by applicable local, state, or federal law.

4. Alcoholic Beverage Permit (If Applicable)

If the Renter intends to serve alcoholic beverages, the following provisions apply:

- The Renter agrees to serve alcoholic beverages only to individuals 21 years of age or older and shall verify identification when necessary.
- The Renter agrees not to serve alcoholic beverages to anyone who appears to be under the influence of alcohol and/or drugs.
- The Renter agrees to immediately notify the Gibraltar Police Department at 734-676-1022 should any issues arise regarding persons consuming alcoholic beverages.
- The Renter assumes all liability for any actions or incidents arising from the service and consumption of alcoholic beverages during and immediately after the event and acknowledges that they may be subject to criminal and civil sanctions if any liquor laws of the State of Michigan or the City of Gibraltar are violated.

- The Renter acknowledges that the Chief of Police has the authority to immediately revoke permission to serve alcoholic beverages should any liquor law be violated.

By signing below, the parties acknowledge that they have read, understand, and agree to all terms and conditions set forth in this Release and Hold Harmless Agreement.

Renter / Applicant:

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: _____

City of Gibraltar:

By: _____

Printed Name: _____

Title: _____

Date: _____

Rental Agreement for City Premises

This Rental Agreement ("Agreement") is made and executed this _____ day of _____, 20____, by and between the City of Gibraltar, a Michigan Municipal Corporation located at 29450 Munro Street, Gibraltar, MI, Wayne County (hereinafter referred to as the "City" or "Lessor"), and _____, whose current address is _____ and whose phone number is _____ (hereinafter referred to as the "Renter").

WHEREAS, the City agrees to rent to the Renter the City-owned facility known as the Gibraltar Community Center, located at 29340 South Gibraltar Road, Gibraltar, MI, Wayne County, Michigan; and

WHEREAS, the Renter acknowledges that the rental is subject to the City's established Rental Policy and the Release and Hold Harmless Agreement, both of which have been provided to and reviewed by the Renter prior to signing this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Premises and Selection

The City hereby rents to the Renter the following portion(s) of the facility (the "Premises") for the purpose of holding a social gathering:

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

The event shall be held on _____, from _____ A.M./P.M. until _____ A.M./P.M. (with the facility to be vacated no later than 12:00 a.m.), for the purpose of hosting a social gathering for _____ people.

2. Rental Fees and Payment

The Renter shall pay the City the sum of \$_____ for the use of the Premises. Payment is due on or before fifteen (15) business days prior to the event date. In addition, the Renter shall pay a Security Deposit in the amount of \$_____.

3. Compliance with Policies and Additional Terms

a. The Renter acknowledges that they have reviewed and fully understand the City's Rental Policy and the Release and Hold Harmless Agreement, which are incorporated herein by reference.

b. The Renter is solely responsible for obtaining any required licenses, permits, and approvals necessary for the event.

4. Release, Hold Harmless, and Assumption of Risk

- a. The Renter assumes full and unconditional responsibility for any and all liability, claims, losses, damages, injuries, or expenses arising out of or related to the rental, use, or occupancy of the Premises.
- b. The Renter acknowledges that the City is providing a space for rental without any representations or warranties as to its condition and expressly assumes no risk associated with its use.
- c. The Renter agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from and against any and all claims, demands, actions, damages, losses, or expenses, including reasonable attorney fees, arising out of or related to the use of the Premises.

5. No Refunds for Acts of God

The Renter understands and agrees that there shall be no refunds for the rental of the Premises if an act of God (e.g., storm, power outage, fire, rain, wind, etc.) or any other cause prevents or limits the Renter's use of the rented Premises.

6. Miscellaneous

This Agreement, together with the Rental Policy and Release and Hold Harmless Agreement, constitutes the entire agreement between the parties. No oral statements or prior agreements shall have any force or effect. Any amendments to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date first above written.

City of Gibraltar:

By: _____

(Authorized Representative)

Printed Name: _____

Title: _____

Date: _____

Renter:

By: _____

(Signature of Authorized Renter)

Printed Name: _____

Title (if applicable): _____

Date: _____