



Rental Contract

150 S. Leroy St. Fenton, MI
810.629.2512

Event Date (Day and Date): _____

Set Up Time:	Event Time:	Clean Up Time:	TOTAL Hours:
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Club, Organization, or Individual Name: _____

Contact Person Name: _____ Contact Person Phone: _____

Club, Organization or Individual for DEPOSIT refund: _____

Address: _____ Type of Event: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

Room Request: _____ Number of Attendee: _____

Main Hall, Recreation Room, Club Room, VanGilder Room, Art Room, and Restrooms

I AGREE:

1. To abide by the rules and regulations as outlined in these five pages of the Rental Contract with the Fenton Community and Cultural Center (FCCC).
2. To hold harmless the FCCC, Southern Lakes Parks & Recreation (SLPR) and the City of Fenton from any and all liability arising out of or in any way connected with the use by Lessee of the said premises.
3. That the Executive Director of the FCCC reserves the right to cancel this reservation of the proposed use if considered objectionable.
4. To deposit the sum of \$_____ as a good faith refundable deposit for the reservation due at the time the reservation is made. Deposit will be returned within 60 days after the event if there are no violations of the Rules and Regulations. If damage to the building or property is more than deposit the lessee hereby agrees to pay the difference for all damages incurred. The FCCC reserves the right to raise the deposit to the amount we feel is deemed necessary depending on nature of event. ***In case of lessee cancellation deposits are non-refundable.***
5. The rent shall be paid in full, one week prior to building use. Room layout should be submitted within one week of submitting deposit.
6. It is understood and agreed that alcoholic beverages are permitted on the premises per the Alcohol Policy section in the Rental Contract Rules & Regulations.
7. I have read, understand and agree to comply with the Rental Contract Rules and Regulations, pages 2 – 4.

Lessee Signature: _____ Date: _____

FCCC Signature: _____ Date: _____

Office Use Only

Alcohol (circle one): YES or NO

Yes, Date of insurance was provided: _____

Date on Calendar: _____ Staff Initials: _____

- ☐ Special Notes
- ☐ Layout Complete
- ☐ Paid in Full

Reservations

1. The facilities are not considered to be reserved until the contract, rules and regulations have been signed and reviewed and a security deposit has been paid.
2. Contract shall not be transferred, assigned, or sublet in whole or in part.
3. All cancellations must be submitted in writing and provided to the FCCC 30 days prior to the event to receive a refund on rental fees.

Use of Facility

1. Use of the grounds behind the FCCC are scheduled through the City of Fenton and are not a part of the rental contract. Additionally, any stakes installed for signs, tents, etc. must be approved by the City of Fenton (unless they are directional signs, depicting the room your event has rented). Occasionally there may be signs or tents on the lawn in conjunction with community events; they are to remain in position. All decorations including the ones out of doors must be removed by the end of the function or event by the Lessee.
2. The FCCC shall not be liable or responsible, nor be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of this contract when and to the extent such failure or delay is caused by or results from acts beyond the FCCC's reasonable control, including, without limitation:
 - a. Acts of God;
 - b. Flood, fire, earthquake, or explosion;
 - c. Government order or law;
 - d. Actions, embargoes, or blockades in effect on or after the date of this contract;
 - e. Action by any governmental authority.
3. Vehicles are not permitted on the lawn in front of or behind the FCCC.
4. The event shall be subject to inspection by the FCCC Staff at any time. The Lessee shall be responsible for the necessary supervision over all persons in the building; this may require onsite security.
5. **Smoking**: There is no smoking in the facility and that includes vaping or electronic tobacco devices.
6. **Illegal Drugs**: The use of any illegal drugs will not be tolerated, authorities will be immediately notified if person or persons are found to be in possession of them.
7. Music and/or Entertainment must be terminated at 11:00pm. In respect for other building Lessees, you may be asked/required to turn the volume down.
8. The piano stays in the main hall and may be used for gifts or photo display. Cover must always stay on. Use of piano is by request/approved only.
9. Pets: Within reason, allowing pets is at the discretion of Lessee, who takes on all responsibilities and associated cost.

Kitchen

1. The kitchen may not be used for the cooking of food but may be used for food prep in the Main Hall only.
2. The Lessee is responsible for all cooking (off site), serving items and any other items that may be deemed necessary for the needs of the meal. No equipment will be provided by the FCCC except for the Freezer and Refrigerator. These appliances are available for **Main Hall** rentals only.
3. Without exception, the only open flames allowed are the gas stove in the kitchen, which is approved for prep use only by the State of Michigan, Department of Agriculture & Rural Development and the use of Sterno or Methanol gel heating elements for food. Use of the stove is by request/approved only.
4. Building attendants must light the pilots of the stove or oven and turn the vent on. Anyone who attempts to light the stove or oven themselves will forfeit their deposit.

Set Up

1. Set-up of tables and chairs or other equipment provided under this contract shall be the sole responsibility of the FCCC unless otherwise agreed upon. The layout should be provided one week after the deposit being submitted.

Decorations

1. The throwing of rice, use of glitter, confetti, the use of crepe paper, cellophane wrapped candy mints, or artificial flower petals are not allowed in the building (or on the grounds). Birdseed may be thrown outside only. Barrels or tubs for ice inside the building must be leak proof.
2. Smoke machines, candles, any type of flame, electronic or manual device that could trigger a smoke detector or fire alarm are absolutely prohibited. There are no exceptions.
3. The only means to attach anything to the wall, floor or ceiling is by Command Strips only. Nothing else is allowed.
4. Whatever is brought into the building must be removed. This includes boxes used for transport of decorations. Boxes must be broken and taken to the dumpster.

Alcohol Policy

1. Drunkenness, profanity, fighting or other disorderly conduct is prohibited. Serving intoxicants to minors is strictly forbidden.
2. The sale of beer, wine, or alcoholic beverages on the premises is strictly forbidden unless a license is granted by the State of Michigan. License must be posted at the event.
3. If alcohol is to be served or sold at an event: ***an insurance policy/rider must be obtained and presented to the FCCC office at least one week before event will be allowed to take place.*** The Lessee's (or member of the Lessee's family) homeowners insurance policy/rider should state "One million dollars per occurrence" and the FCCC, SLPR and the City of Fenton must be named on the policy/rider. This means that the Lessee is responsible for the alcoholic beverages at the FCCC which releases the FCCC, SLPR and/or the City of Fenton of any responsibility pertaining to the use of alcoholic beverages. Another option for insurance is www.eventhelper.com, <https://www.theeventhelper.com/#sJFCex>
4. If alcohol is present at the event, without prior notification and an insurance rider (as described in above), the Lessee will be asked to remove the alcohol, the Fenton Police Department will be notified, and will result in forfeiture of deposit.

During Event

1. If glass breakage occurs, do not throw it in the garbage. You must notify the building attendant. Any broken glass found in the garbage may result in forfeiture of deposit.
2. Trash will be monitored by a building attendant during the time of the contract. Building attendants will empty trash and replace bags when needed or requested.
3. Please report any bodily fluids in the building from the guests at your event such as vomit, blood, urine, feces, etc., for building attendants to remove and clean.



Rental Contract Rules & Regulations

Clean Up/Damages

1. Whatever is brought into the building must be removed. This includes boxes used for transport of decorations. Boxes must be broken and taken to the dumpster.
2. Lessee shall be liable for all breakage, theft, and other damage or loss of property resulting from the occupancy and use of the building and grounds.
3. No equipment shall be transferred from one room to another or from one floor to another unless requested/approved.
4. In the event someone from your party is responsible for tampering with the emergency button in the elevator or fire alarms (for non-emergency issues) you will be billed in full for any costs incurred.
5. If any unreported bodily fluids are found in the building from the guests at your event such as vomit, blood, urine, feces, etc., your deposit WILL NOT be returned.
6. If any of the guests (adults or children) at your event are found in any rooms except the rooms that have been paid for, your deposit WILL NOT be returned, and you may be charged rental fees for the additional space.

Refunds of Security Deposit

1. The security deposit is separate from rental fees. The Lessee is responsible for any additional charges incurred during the contract.
2. The security deposit shall be forfeited, in part or in whole, under the following circumstances:
 - a. If the Lessee arrives before and/or stays past the signed contract time. Lessees will be charged for additional time.
 - b. If the Lessee or guests violates the no-smoking, or illegal drugs rules, or the alcohol policy.
 - c. If the Lessee fails to follow the cleanup requirements.
 - d. In case of cancellation deposits are non-refundable.
3. Deposits will be returned within 60 days after the event if there are no violations of the Rules and Regulations. If additional charges or penalties are more than deposit the lessee hereby agrees to pay the difference for all damages incurred. The Fenton Community & Cultural Center reserves the right to raise the deposit to the amount we feel is deemed necessary depending on the nature of the event. If additional hours are used, Lessee will be charged accordingly.

Fenton Community & Cultural Contact Information

Office Phone Number (Weekdays): 810.629.2512

Office Hours: Monday – Fridays, 10:00am – 6:00pm

Weekend Phone Number - Sherie: 810.908.7569 or Meg: 810.444.3591

Website: www.fentoncommunitycenter.org