

**FENTON TOWNSHIP CIVIC COMMUNITY CENTER  
BANQUET/RECEPTION FACILITIES  
RULES & REGULATIONS**

Please read the following rules and initial at the end of each section as indicated.

**USE OF FACILITY**

1. The building may not be used for profit making endeavors unless approved in advance by the Fenton Township Board.
2. The Lessee shall be responsible for the supervision of all persons in the building and on adjacent grounds. Disorderly conduct is prohibited.
3. The Lessee shall be permitted access to the building for the purpose of decorating/set-up no earlier than 8:00 a.m. on the day of the event. If there is no event scheduled for the Friday before a Saturday event than Friday set up can be added to the rental for an additional \$100 fee.
4. After the event has concluded and the appropriate cleanup procedures have been completed, the Lessee shall be responsible for locking all exterior doors to the building and depositing the keys & card key into the drop box located on the front counter in the lobby of the building.
5. The event must end by midnight and the building must be cleaned and vacated by 1:00 a.m. or eight hours after the start of the event, whichever comes first. Violation of this rule will result in forfeiture of the deposit.

Lessee initials: \_\_\_\_\_

**LIABILITY**

1. The Township assumes no responsibility for any foodstuffs, beverages, or other items brought into the building by the lessee, guests or contracted services (caterer, disc jockey, etc.).
2. The sale or offer for sale of beer, wine, or other alcoholic beverages on the premises is strictly prohibited.
3. Alcoholic beverages are not allowed in the building's upper level or on the building grounds.
4. The serving of alcohol to minors is strictly prohibited.
5. In the event special permits are necessary, it will be the responsibility of the Lessee to make application and obtain such permit(s), and submit copies to the Township. Liquor liability insurance shall be purchased by the Lessee when alcoholic beverages will be consumed. A copy of the liquor liability coverage must be submitted to the Township at least thirty (30) days prior to the date of the event.
6. There is absolutely NO SMOKING anywhere inside the building. Violation of this rule will result in forfeiture of the security deposit.
7. The building shall be subject to inspection at any time by any authorized representative of the Fenton Township Board.

8. The Lessee shall be liable for all breakage and other damage or loss to property resulting from the occupancy and use of the building and grounds, other than normal wear and tear. No equipment shall be transferred from one room to another or from one floor to another except by permission of the Township.
9. The Lessee shall not remove, alter, adjust or otherwise change any light fixtures or light bulbs, or turn off any electrical circuit breakers. Violation of this rule will result in forfeiture of the security deposit plus the cost of any damage caused by such violation.

Lessee initials: \_\_\_\_\_

### **SET-UP**

1. All candles must be contained. Open flames are prohibited.
2. No decoration shall be displayed on or hung from the ceiling or walls. Violation of this rule will result in forfeiture of the security deposit plus reimbursement by the Lessee to the Township for the cost of repairing and/or replacing any ceiling tiles and/or walls.
3. Glitter of all types are strictly prohibited from being used for decoration or any other purpose. Violation of this rule will result in forfeiture of the security deposit.
4. Set-up of tables, chairs, bandstands, etc. shall be the responsibility of Lessee. Music must stop by 12:00 a.m. (midnight) or seven hours after the start of the event, whichever comes first. Violation of this rule will result in forfeiture of the security deposit.

Lessee initials: \_\_\_\_\_

### **CLEANUP**

1. After use, place all trash/rubbish in plastic trash bags and place the bags in the dumpster located on the west side of the building, (trash bags are not furnished by the Township). Everything that is brought into the building by the Lessee must be removed before vacating the building.
2. Lessee shall remove all adhesive materials from tables, chairs and windows. Violation of this rule will result in forfeiture the security deposit.
3. ALL TABLES AND CHAIRS SHALL BE WIPED DOWN AND LEFT STANDING IN THE BANQUET AREA.

Lessee initials: \_\_\_\_\_

**I HAVE READ THE ABOVE RULES AND REGULATIONS FOR USE OF THE FENTON TOWNSHIP CIVIC COMMUNITY CENTER AND AGREE TO COMPLY WITH SAME.**

Signature of Lessee: \_\_\_\_\_

Date: \_\_\_\_\_



**BANQUET/RECEPTION FACILITIES RENTAL GUIDELINES  
FENTON TOWNSHIP CIVIC COMMUNITY CENTER  
RENTAL CONTRACT PROVISIONS**

**Reservations**

1. A prospective lessee may “hold” a reservation date by submitting a request to Fenton Township by email or verbally by phone or in person, however any such “held” reservations will be cancelled if a rental application is not submitted within thirty (30) days.
2. The Lessee shall pay a security deposit of five hundred dollars (\$500.00) to reserve the Fenton Township Civic Community Center facilities, along with a signed copy of the rental contract within seven (7) days of submission of application.
3. The facilities are not considered to be reserved until the Contract and Rules & Regulations have been signed and the security deposit has been paid.
4. All cancellations must be submitted in writing on the cancellation form provided by Fenton Township.
5. The security deposits will not be refunded if the rental fee is not paid by thirty (30) days prior to event.
6. Reservations for a “no-charge” use may be made no more than 12 months in advance.
7. All other reservations can be made at any time.

**Refund of Security Deposits**

The security deposit is separate from, and therefore **not included** in, the rental fee.

The security deposit shall be forfeited under the following circumstances:

- a. If the facilities are occupied past the 1:00 a.m. deadline.
  - b. If the Lessee fails to use the facilities on the contracted date.
  - c. If the Lessee or guests violate the no-smoking rule.
  - d. If the Lessee fails to follow cleanup requirements.
  - e. If the Lessee fails to remove trash from the hall and place in the dumpster.
  - f. If the Lessee fails to remove all adhesive materials from tables, chairs and windows.
  - g. If the rental fee is not paid at least thirty (30) days prior to the event date.
  - h. If the rental is cancelled less than six (6) months prior to the event date.
1. The security deposit, minus any forfeiture for violations of the rental contract provisions, shall be refunded within thirty days of the event date.
  2. All cancellations shall be submitted in writing on a cancellation form provided by the Township.
  3. Cancellation of a rental less than thirty (30) days prior to the event date shall result in forfeiture of the rental fee and security deposit.

### **Force Majeure**

Fenton Township 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 Township's reasonable control, including, without limitation:

1. Acts of God;
2. Flood, fire, earthquake, or explosion;
3. War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest;
4. Government order or law;
5. Actions, embargoes, or blockades in effect on or after the date of this Agreement;
6. Action by any governmental authority; and
7. National or regional emergency.

The Township shall give prompt notice to the Lessee of any such occurrence and shall use reasonable efforts to ensure the effects of such Force Majeure event are minimized.

### **Cleaning/Damage**

The Lessee shall complete the following prior to vacating the premises:

- Remove all food, equipment decorations or any other materials not owned by the Township.
- Place all trash/garbage/rubbish into plastic trash bags.
- Place all trash bags into the dumpster located on the west side of the building.
- Wipe down all tables and chairs and leave them standing, (i.e. do not put them away).
- Turn off all lights, except those designated for night security lighting.
- Make sure all exterior doors are properly closed and locked.
- Deposit rental keys & card key into the drop box located on the front counter in the lobby of the building.

Fenton Township may inspect the facilities to determine if any damage occurred during the Lessee's rental event. If the facilities are found to have been damaged during the Lessee's rental event or if the Lessee fails to comply with the cleaning requirements of this Section, Fenton Township may have the same repaired or cleaned by a third party of its choosing. Further, the Lessee authorizes the Township to deduct from said security deposit a sum sufficient to repair any damages sustained by the use of the facilities. The Township shall present a written statement of damages to the Lessee within thirty (30) days from the date of the use of said facilities. If the cost of damage repair exceeds the amount of the security deposit, the Lessee shall reimburse the Township for all costs over and above the amount of the security deposit.

Fenton Township shall not be liable for any damage to the property of the Lessee and agrees to hold the Township harmless from any claims arising out of damages to the same, including subrogation claims by Lessee's insurance carrier.

### **Alterations and Decorations**

1. The Lessee shall not make any alterations, additions, improvements, partitions or structural changes to the facilities.
2. The Lessee may not attach nor hang decorations or other items that violate the Rules and Regulations.

### **Termination/Breach of Contract**

Without limiting any other rights Fenton Township may have, the following remedies will apply should Lessee be in breach of this Contract.

1. If the Lessee fails to pay any sum of money under this Contract, or fails to provide the insurance required, by the date the same is due, Fenton Township may terminate this Contract and retain the security deposit;
2. If the Lessee fails to observe any requirement of the Rules and Regulations during Lessee's event, Fenton Township may terminate Lessee's facilities privileges prior to the expiration of the Lessee's event and end said event, without any obligation of refund or other liability to the Lessee.

### **Costs**

If Fenton Township pays any amount for property damage, personal injury, or otherwise, which costs arise or result from Lessee's failure to observe or perform any requirement of this Contract or the Rules and Regulations, such amount, together with all costs, damages, and reasonable legal fees, shall be considered an additional amount owed under this Contract, payable by Lessee upon demand. Any sum due to Fenton Township under this Contract which remains unpaid will bear interest from the date due at an annual rate of four percent (3%). In the event Fenton Township is required to file any action in court in order to enforce any provisions of this Contract, the Lessee agrees to pay the Township all reasonable legal fees, court fees, and costs of suit incurred by the Township, including all collection expenses and interest due. The terms of this Section shall survive the termination or cancellation of this Contract.

### **Controlling Law**

This shall be interpreted in accordance with the laws of the State of Michigan. If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired. The Lessee acknowledges this document is not a lease under Michigan law and cannot be interpreted as such and hereby waives any rights Lessee may have as a tenant under Michigan law.

### **Entire Contract**

This Contract, and the attached Rules and Regulations which are incorporated herein by reference, concludes and supersedes all prior understandings, representations, negotiations and correspondence between the parties, whether written or oral. It is the entire Contract between the parties with respect to all matters contained herein. This Contract can only be modified by a written Contract signed on behalf of Fenton Township and the Lessee.

Signature of Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

### **HOST LIQUOR LIABILITY INSURANCE**

If alcoholic beverages will be served at your event, Fenton Township requires proof of host liquor liability insurance coverage. Either a copy of your homeowners insurance policy containing the specified coverage or a signed statement from your insurance agent shall be consider proof of insurance coverage.

Access to the Fenton Township Civic Community Center banquet facilities will not be permitted until this proof of insurance has been provided to Fenton Township.

Any questions or concerns may be directed to the Fenton Township office at (810) 629-1537.

Insurance information may be faxed to the Fenton Township office at (810) 629-9736, or emailed to [info@fentontownship.org](mailto:info@fentontownship.org).

### **CATERING LICENSE REQUIREMENT**

If food is going to be served at your event, Fenton Township requires a current copy of the catering license\*. A copy of the catering license can be faxed, emailed, mailed, or physically dropped off at the Fenton Township Office.

\*Food prepared at home by the lessee does not need to provide a catering license.

Signature of Lessee: \_\_\_\_\_

Date: \_\_\_\_\_