# CLIO FIRE DEPT., INC.

# P.O. BOX 24 CLIO, MI 48420 CLIO FIREMEN'S PARK RENTAL AGREEMENT

| This agreement is between th    | ne Clio Fire Dept., Inc.          |
|---------------------------------|-----------------------------------|
| here in after to be referred to | as CFDI, and                      |
|                                 | _ here in after to be referred to |
| as the renter, for the date(s)  | of                                |
|                                 |                                   |

# RENTAL FEE FOR ONEDAY-

1- Day \$450 plus \$100 refundable maintenance deposit. (Security Deposit)- \$200 of the \$450 due at contract signing.

### RENTAL FEE FOR WEEKEND-

Friday, Saturday, and Sunday- \$650 plus \$100 refundable maintenance deposit.

(Security Deposit)- \$300 of the \$650 due at contract signing.

Rental of open pavilion - Additional \$50/ day.

- Maintenance deposit and remaining rental balance will be due upon receiving the key before event and maintenance deposit will be mailed back to renter after inspection of pavilion.
- Rentals longer than 3 days will be negotiated on an individual basis.
- Renter MUST be at least 18 years of age to rent pavilion and sign the agreement.

### RIGHT OF REFUSAL-

CFDI reserves the right to refuse rental of the pavilion and grounds.

## **CANCELLATION POLICY-**

- A full refund will be mailed back to the contractual address if a cancellation is received up to 45 days prior to contracted date.
- A refund of half the deposit will be mailed to the contractual address if a cancellation is received 15-44 days prior to contracted date.
- No refund will be returned if a cancellation is received 14 days or less prior to contracted date.

# **RENTAL TIMES-**

The renter will receive a key prior to the contracted event with the understanding that the renter will observe the contractual times. The renter can access the pavilion if renting for the entire weekend on Friday and must be cleaned up and out by 10pm on Sunday. If renting for one day, the renter can get into the pavilion at 9am of the day of the event and must be out by 12am. If renting for a single day there will be no access prior to that day. The renter is to /eave the *key* in the locked box provided at the pavilion.

#### COOKING-

No cooking or grilling will be allowed inside the pavilion. Warmers (provided by renter) may be used to keep food warm.

### CLEAN UP-

The renter is responsible for the cleanup of the entire pavilion. Picnic tables and counter tops shall be cleaned, washed, and returned back to how you found them. All refrigerators shall be cleaned out and washed. Wash and clean all areas of pavilion and the surrounding grounds. No furnishings shall be removed from the pavilion or the fenced in area around the pavilion for any reason by the renter. Renter will clean up any and all trashincurred from event. Trash bags will be provided and a dumpster for the trash bags.

Renter agrees that if CFDI feels that the pavilion or grounds are not cleaned up to our satisfaction or any damage may have occurred during event, CFDI may withhold your \$100 maintenance deposit and bill the renter for the labor and/or damages at a later time. Please leave the pavilion as you found it and as clean as you found it.

\*\*\*There will be a \$50 charge of your maintenance deposit if picnic tables are not returned how you found them.

#### RESPONSIBILITY-

- Renter is responsible for providing their own liability coverage if the renter intends on serving alcohol during the rental.
- Renter agrees that should alcohol of any kind be served at the pavilion or
  on the grounds, renter assumes complete and total responsibility and
  liability for any and all occurrences or accidents at the pavilion, on the
  grounds, or in the general public that may occur from the event at the
  pavilion.
- Renter agrees that's no one under the age of 21 shall be served or in the position of alcohol in the pavilion or on the grounds.
- Renter agrees that no illegal activities will be conducted in the pavilion or on the grounds and renter will assume full responsibility of those illegal activities if they are conducted.
- Renter agrees to comply with all laws of the United States of America, the State of Michigan, and with all ordinances of Vienna Township at all times and will not permit anything to be done in violation of these laws and ordinances on the premises.
- CFDI is not responsible for any items left after rental and items may be thrown away after contracted dates.
- · CFDI is not responsible for any lost or stolen articles.
- Renter agrees to indemnify and hold CFDI harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of the renters said use of the premises and to indemnify and hold CFDI harmless from and against any judgement based on any such claims.
- CFDI shall have the right to immediately terminate this agreement without
  notice or refund and may pursue all of its rights and remedies at law,
  without limitation, the right to recover any cost occurred, any court costs
  or attorney's fees, and any damages from renters use of premises and/or
  violation of said terms above.

# RENTER INFORMATION-

| Name:  |   |  |
|--|---|--|
| Address:   |   |  |
| City:State.  | :Zipcode:                               |  |
| Home Phone:  | Cell Phone:                             |  |
| Back-up Contact Name:  |   |  |
| Relation:  | Phone#:                                 |  |
| Representative for Clio Fire Dept. INC.: DUSTIN SCHULTZ  |   |  |
| Phone#: <u>(810) 618-5574</u>  | Email: <u>Dschultz@ClioAreaFire.com</u> |  |
| By signing this Agreement, the Renter Agrees that He/She has read said Agreement and does approve and will observe all terms stated above. |   |  |
| X  |   |  |
| Renter   | Date                                    |  |
| X  |   |  |
| Representative   | Date                                    |  |
| Deposit Paid: Cash:\$  | Check#:                                 |  |
| Main. Deposit: Cash: \$  | Check#:                                 |  |
| Balance Paid : Cash:\$   | Check#:                                 |  |

Remaining Balance Due upon the day the renter receives the key.