



**NORTON
SHORES**

IT'S IN OUR NATURE.

Rental Agreement - Ross Park Outlook Deck

This Agreement Made between the **City of Norton Shores**, hereinafter referred to as “**Owner**”, and, _____ hereinafter referred to as “**Renter**”.

WITNESSETH

This agreement includes and incorporates the conditions of Rental Agreements attached or on file at Parks and Recreation offices, and all applicable Norton Shores Municipal Codes and State and Federal Laws.

Rental Categories

Half, Full, and Full Plus Day Use Renters:

Renters are defined as residents of Norton Shores, for profit and non-profit organizations and governmental entities who hold a function and require full use or partial use of the complete Ross Park lookout deck facility. A **cleaning/damage** deposit is required. Full use renters may rent for a full day or half day dependent upon their needs. **A rental fee for the kitchen will be charged for use of the ovens and/or food preparation.**

Determination of Use:

Reservations are booked on a first come, first served basis. This space will be available for Norton Shores **residents** to rent, with exception to any Norton Shores City event or meeting taking precedence.

The Renter agrees to pay \$_____ for rental of the Ross Park Outlook Deck and Facilities located on the shore of Ross Park Beach. The Renter agrees to pay Two Hundred Dollars (\$200.00) for a cleaning/ damage deposit. This is refundable subject to the terms of this agreement, the prompt return of the completed Outlook Deck and Facilities checkout list, and the key. If cleaning and/or damage repair exceeds the deposit of Two Hundred Dollars (\$200.00), the Renter agrees to accept full responsibility and liability for the additional amount.

Both the key and the completed Outlook Deck and Facilities checkout list must be returned to the Parks and Recreation Office before the cleaning/damage deposit is returned. If the Renter violates these terms, the Owner may unilaterally terminate the contract. The Renter agrees to abide by the terms of this agreement.

Rate: \$100 per hour

Minimum: 5 hours (= \$500 minimum)

<u>Rental Duration</u>	<u>Cost</u>
5 Hours (Minimum)	\$500
6 Hours	\$600
7 Hours	\$700
8 Hours	\$800
9 Hours	\$900
10 Hours	\$1,000
11 Hours	\$1,100
12 Hours (Maximum)	\$1,200

*****PRICES ARE SUBJECT TO CHANGE DEPENDING ON EVENT TYPE
MY SIGNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTAL
AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I
AGREE TO AND DO ACCEPT FULL RESPONSIBILITY TO ABIDE BY THESE
CONDITIONS AS WELL AS ALL OTHER APPLICABLE LAWS AND
REGULATIONS.**

HOURS AVAILABLE TO RENT ARE FROM 6:00 AM TO 10:00 PM

Name _____ Event Type _____

Date of Event ___/___/___ Event Start Time _____ Event End Time _____

Resident Address _____ City _____ State _____ Zip Code _____

Phone Number (_____) _____ - _____ Email _____

For Office Use Only

Total Amount Charged \$ _____

Deposit Received \$ _____ Date _____ Receipt # _____

(No Receipt Given for Deposit Check) Initials _____

Amount of Deposit Returned \$ _____ Date Deposit Returned _____

Deposit Returned: By Mail In Person

To _____

Address _____

Initials _____

Conditions of Rental Agreement:

- a. The City of Norton Shores is excited to showcase our newly renovated Outlook Deck and Indoor Rental Space. The Rental space is located on the shores of Mona Lake inside the beautiful Ross Park. This venue features outdoor as well as indoor space with a breathtaking view that is unlike any other rental spaces in the area.

With a max capacity of 50 inside and 125 outside, it is the perfect venue for an intimate wedding, business or association meeting, or family gathering.
- b. Reservations are booked on a first come, first served basis. This space will be available for Norton Shores residents to rent, with exception to any Norton Shores City event or meeting taking precedence.
- c. Final head counts are due 21 days prior to the event. We are not responsible for the loss of or damage to personal items during your event. At the end of the event all items associated with the event must be removed from the premises. (Please see our liability clause for further details)
- d. All groups using the room must comply with local fire safety regulations, state laws, and building regulations. Furniture and equipment may not be moved with prior permission.
- e. A Parks & Recreation representative shall be present for opening and closing of the community room. If the renter does not show up at said time, they will forgo their rental and no refund will be issued. If the renter is not cleaned up and ready to leave at said time they will not receive their deposit back. The return of the deposit is dependent upon the cleaning checklist (this list can be viewed on the last page of the contract).
- f. The deposit and payment are due when the date is secured and the contract is signed. Cash or Check is preferred in the amount of the deposit. Card information will be taken on file, and the client may be subject to credit card processing fees. Failure to give payment on said time will result in loss of reserved event space. No refunds will be issued in the event of a cancellation.
- g. According to Michigan State law, uneaten food cannot be taken away from our establishment. Food and catering are permitted within the building and refrigeration is provided. Leaving food behind and not cleaning up properly will result in the loss of your deposit.
- h. We have the right to shut down event if any guest who is a minor or cannot provide proof of age. We have the right to stop alcohol service if we believe state laws are being broken. Also, in accordance with state law, we will not allow the service of overly intoxicated guests and refrain the right to deny alcohol to those too intoxicated to control themselves. Guests are not allowed to bring outside alcohol in and guests are not allowed

to leave our premises with alcohol. Failure to comply will result in the loss of your deposit

- i. Special Event Liability insurance is required of all renters and is due no later than ten (10) days prior to your event. The insurance must, at the renter's sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability, insuring The City of Norton Shores, employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. The City of Norton Shores shall be named as an additional insured of said policy. If alcohol is served at the event your policy must include Liquor Liability coverage. This coverage should protect you, The City of Norton Shores, against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Any caterers and/or outside vendors, companies, and/or institutions must provide certificate of insurance, evidencing General Liability and Liquor Liability coverage, as well as a copy of their Catering License to The City of Norton Shores, naming The City of Norton Shores as an additional insured of said policy, and will be delivered at least ten (10) days prior to the event.

CONTACT OF NAME/COMPANY INSURED:

Street _____, City _____, State _____, ZIP _____,

Phone _____

Email _____

LIABILITY Renter agrees to indemnify, defend and hold The City of Norton Shores, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at The City of Norton Shores . In the event The City of Norton Shores, its landlord, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay The City of Norton Shores, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by The City of Norton Shores including all collection expenses and interest due.

- j. No tape or tacks will be used to hang decorations. No decorations such as but not limited to glitter, confetti, silly string, open flames, sand, etc. will be allowed. Use of these decorations will result in the loss of your deposit. All decorations must be approved before they are set out. Chairs and tables will be provided by the city.

- k. Cost of damages to the building, furnishings, and equipment beyond normal wear will be deducted from the deposit before it is returned. If the cost of damages exceeds the deposit, the person responsible for the event will be invoiced for the additional cost.
- l. Please be aware the premises are located near residential units and therefore neighborhood noise regulations do apply. In the event the renter's event creates a disturbance due to high noise volume, The City of Norton Shores has full authority to ask the renter, DJ or music presenter to turn the entertainment down and/or off. If repeated disturbances are created, The City of Norton Shores at its discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter. The renter will also be solely responsible for any fines or fees associated with noise ordinances. Loud music must end by 9 p.m. during weeknights (Sunday through Thursday) and by midnight on weekends (Friday and Saturday). Additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors: however additional time is never guaranteed and events may not be advertised and/or promoted as such. All music vendors must be approved by The City of Norton Shores. The DJ must provide certificate of insurance, evidencing General Liability and Liquor Liability coverage, to The City of Norton Shores, naming The City of Norton Shores as an additional insured of said policy, and will be delivered at least seven (7) days prior to the event. If it is found that the renter has hired a different DJ that was not approved, "i.e. a band/concert", this will result in immediate expulsion and no portion of the event costs will be refunded to renter.
- m. There is absolutely no drug use of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside in parking areas at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as graduation parties, underage individuals do not have in and out privileges. Conduct deemed disorderly at the sole discretion of The City of Norton Shores team members shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases refunds of the event costs will not be available. During events using or selling alcohol, alcoholic beverages must not be taken outside the event space. All legal consequences and ramifications are the sole responsibility of the rental party and/or event space.
- n. Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, and there are no exceptions. The City of Norton Shores does NOT allow renter to sublease the agreed upon rental space or any of the property/space. The renter shall NOT sell access to any scheduled event as this represents a sublease. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. The City of Norton Shores reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs, or who shall, in any

manner, do or participate in any act jeopardizing the rights, use permit, or insurability of Ross Park Pavilion or the safety of its staff, guests, or building contents. Renter agrees to allow guests of legal drinking age to be identified by stamp or bracelet by for responsible alcohol service.

- o. The renter agrees to save and hold harmless the City of Norton Shores from any and all liabilities or responsibilities during the occupancy of the building thereof, it being understood and agreed that the said City of Norton Shores assume no obligation respecting the use of the premises by the renter.

The City of Norton Shores Parks & Recreation Division reserves the right to determine who shall and shall not reserve the building and can deny a group the use of the facility if it is felt that the reservation would not be in the best interest of the public facility.

- p. No individual, corporation, partnership, association, or other organization, whether organized for profit or not shall be allowed to use its facilities for the purpose of any activity which is intended to result in a profit to said individual, corporation, partnership, association, or other organization, or which is for the purpose of conducting solicitation of funds, donations, bingo, or other activities designed to raise funds for any purpose.

This paragraph shall not prevent the request of nominal donations from persons attending any function for the sole purpose of paying for expenses actually incurred in holding functions. Donations must be received at the function, not requested or collected in advance, and must in no way prohibit a person from free participation in such a function if they choose not to donate.

- q. Insurance/Credit Card—all caterers working at The Ross Park Pavilion are required to have a valid certificate of insurance and a credit card on file with us. Kitchenette Policy – The Ross Park Pavilion is production space and is to be used for final food presentation, plating, and bussing only. Please note The City of Norton Shores does not provide dishes, glassware, pots, pans, knives, or utensils. The kitchen production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event. Please refer to check lists either attached to this document or with the City of Norton Shores team member. Caterers must remove all trash, composting and recyclables from the site. All trash, including sorted recyclables and properly sorted combustibles, must be collected, properly bagged, and removed by the caterer or party renting the space. Failure to remove or clean will result in additional fees to the caterer and will be charged to the caterer’s credit card or rental party on file.

*****CAPACITY OF THE OUTLOOK DECK, BY STATE LAW, IS 50 PERSONS INSIDE AND 125 OUTSIDE**

The undersigned acknowledges and accepts this contract and all of its stipulations, and agrees to comply with the same.

Signature_____ Date_____

P&R Coordinator_____ Date_____



Ross Park Outlook Deck Closing Checklist

Event and Contact Name: _____

Event Date: _____

- All decorations are removed including tape if applicable
- Tabletops wiped down and returned to original location
- Chairs wiped down and returned to original location
- All countertops and hard surfaces wiped down including ovens, refrigerator and microwave if used (kitchen and bar area)
- All hard floors have been swept and mopped (main room, kitchen, bar area, men's and women's bathrooms, stage)
- Tables on deck are placed back in original positioning
- Men's and women's bathrooms wiped down (countertops, toilets, mirrors)
- All trash cans emptied and new bags are placed in cans
- All food is taken off the premises
- All guests are out of the building
- All lights are turned off
- All damage must be reported immediately
- The building is in the same condition as it was prior to the event

I have read and agree to complete the items on the cleaning checklist with the understanding that part or all of my deposit can be forfeited according to the rental agreement if these items are not completed satisfactorily

Signature of responsible party

Date

Employee Initials