

VILLAGE OF SOUTH ROCKWOOD  
COMMUNITY ROOM  
USER/RENTAL APPLICATION  
REVISED 3/19/2018

USER: ORGANIZATION/PERSON REQUESTING \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

DRIVER'S LICENSE NUMBER \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

TIME OF DAY REQUESTED: \_\_\_\_\_ TO: \_\_\_\_\_  
REQUESTED HOURS OF USE MUST BE CONSECUTIVE AND INCLUDE SET-UP TIME, CATERER  
AND CLEAN-UP TIME)

NUMBER OF ATTENDEES AT EVENT: ADULT: \_\_\_\_\_ CHILDREN: \_\_\_\_\_  
(MAXIMUM CAPACITY 126 PEOPLE WITH TABLES AND CHAIRS)

WILL ALCOHOLIC BEVWERAGES BE SERVED: \_\_\_\_\_  
(CERTIFICATE OF LIABILITY WITH THE VILLAGE OF SOUTH ROCKWOOD LISTED AS  
ADDITIONAL INSURED)

WILL EVENT BE OPEN TO PUBLIC: \_\_\_\_\_  
(ALL FODD BEING SERVED AT A PUBLIC INVITED EVENT MUST BE CATERED BY A LICENSED  
CATERER OR USER MUST OBTAIN A TEMPORARY LICENSE FROM THE MONROE COUNTY  
HEALTH DEPARTMENT, AND MUST COMPLY WITH ALL COUNTY HEALTH DEPT. RULES)

I/We hereby release the Village of South Rockwood, its employees, officials and agents from any responsibility whatsoever for any personal injuries or damages. I/We further agree to hold the Village, its employees, officials and agents harmless from any claims or damages arising out of such use. I/We specifically agree that this release and hold harmless shall apply to any and all claims or damages arising out of, including, but not limited to, the consumption of alcoholic beverages.

I/We have read the regulations governing the use of the South Rockwood Community Center and agree to abide by all policies established for the center use. It is also understood that, unless requested from the Village, cleaning will be my/our responsibility before leaving the building.

DATE: \_\_\_\_\_ SIGNATURE OF USER: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE OF VILLAGE OFFICIAL; \_\_\_\_\_

VILLAGE OF SOUTH ROCKWOOD  
COMMUNITY ROOM USE  
AGREEMENT  
Revised 3/19/18

1. APPLICATION

- A. An application is necessary to make a reservation to use the community room. Such application must be made in person on the Village application form and picture identification is required at the time.
- B. Rentals can be arranged during the normal business hours of the Village of South Rockwood.
- C. Functions for the Village of South Rockwood shall have priority for the use of the Community room. Thereafter, The South Rockwood Library and the Friends of the South Rockwood Library shall be given the next priority in requests for use of the community room.
- D. The applicant shall be referred to in this agreement as the user.
- E. A booking will not result in a reservation of the community room unless the security deposit fees are paid and the supporting documents provided

2. CATEGORIES OF USERS. The Village of South Rockwood has first priority for the use of the community room. Thereafter, the South Rockwood library and the Friends of the South Rockwood library shall have the next level of priority. To qualify for priority treatment, the South Rockwood Library and the Friends of the Library must provide six months advance notice of the event with a clear statement of the purpose of the proposed event to receive priority reservation status.

In the event the foregoing organizations have not reserved the room, the community room may be made available to the following groups

- A. Community groups
- B. Others.

3. RIGHT TO CANCEL EVENT. The Village reserves the right to cancel use of the community room in the event of an emergency as declared by the Village of South Rockwood.

4. CANCELLATION POLICY FOR USERS.

- a. All cancellations must be made in writing and signed by the user.
- b. If the user cancels the event, less than 89 days before the event, there will be no refund of the security deposit fees.
- c. All cancellations shall be assessed a Fifty (\$50.00) dollar administrative fee unless the Village Council determines otherwise.

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- d. The refund check, if any, will be mailed to the user/applicant 15 days after the event.
5. BUSINESS OPERATION. It is the policy of the Village of South Rockwood that the community facility will not be made available to any individual or entity for his, her or its use on a recurring single or multi-night day basis where the purpose of such use is the individuals or entities conducting a business operation unless otherwise approved by the Village Council
6. WAIVER OF USER FEE. The Village Council may, upon prior request in the Council's sole discretion, make the community facility available for use without charge or for reduced charge for a particular event sponsored by a community organization which is open to the public. Organizations requesting reduced fees or fee waivers must submit a written request to the Village Clerk at the time of the application.
7. RECURRING APPLICATIONS. Use of the community room on a regular recurring basis will be referred to the Village Council for approval
8. USAGE RATES FOR THREE CATEGORIES. The usage fee and security deposit are set forth in the attached exhibit A which is set by resolution of the Village Council and is subject to adjustment by the Village Council
9. ALCOHOL USE. Additional charges for bookings that request to have alcohol at user's event shall have the charges consistent with those set on exhibit A. The applicant must provide the appropriate license from the state of Michigan, if applicable, and a Host Liquor Liability insurance policy in the amount of \$1,000,000 which names the Village of South Rockwood, its officers, employees and agents as additional insureds. This information must be provided at the time the user makes the application for use of the community room.
10. FOOD
  - a. All kitchen equipment must be cleaned and left in an orderly fashion.
  - b. Users must empty all trash containers and deposit the trash into the appropriate trash receptacle.
  - c. No food or liquid may be left in the refrigerator.
  - d. User shall comply with all applicable state and county health regulations.
11. SECURITY DEPOSIT
  - A. One of the goals of the security deposit is to encourage compliance with the community room rules. Failure to comply may result in deductions from the security deposit.
  - B. Security deposit must be provided by check, cash or money order
  - C. Completion of the attached exit form and delivery to the Village hall are required for review of the return of the security deposit to obtain the security deposit return.
  - D. Following the event, inspection of the community room by Village officials will determine if the property has been damaged or the rules have been violated.

- E. Any damage to the Village property, including but not limited to, equipment, walls, flooring, ceiling, tiles and doors, by guests of the user shall be charged to the user and will be deducted from the security deposit. Conduct of a user's guests is the responsibility of the user.
- F. In the event the security deposit is not sufficient to cover the cost, the Village of South Rockwood will send an invoice to the user of the facility and that invoice shall be due within 10 days after the date of the invoice

## 12. CLEAN UP

- a. Clean up is the responsibility of the user.
- b. The clean up must be completed at the close of the event. Next day clean up is not allowed
- c. Community room clean-up includes removal of all decorations and table covers.
- d. All refuse shall be put in the containers and those containers shall be emptied into provided receptacles.

## 13. MISCELLANEOUS RULES

- a. No doors shall be propped open at any time.
  - b. None of the furnishings including but not limited to tables and chairs shall be removed from the building.
  - c. Smoking is specifically prohibited in all areas of the community room.
  - d. No pets or animals shall be allowed during any event unless prior written authorization is granted by the Village of South Rockwood. This does not apply to dog or other animals used as aides or guide animals.
  - e. Events for persons fewer than 18 years of age must have one adult supervisor for each eight children.
  - f. No rice, birdseed or confetti may be thrown inside or outside of the building.
  - g. No fireworks may be used on Village properties.
  - h. All deliveries for an event must be made during the reserved time unless otherwise agreed by the Village of South Rockwood.
  - i. The number of persons attending any function shall not exceed the number of people taking into account the configuration of the seating and tables. This is done pursuant to the order of the fire officials.
    - Capacity with tables and chair – 126 people
    - Capacity with chairs only – 250 people
    - Capacity standing space only -350 people
  - j. Staining beverages such as Gatorade, Kool- Aid or red pop are not allowed.
  - k. **Freestanding decorations may be used. No decorations shall be attached to the walls, ceiling or light fixtures.**
  - l. All tables must be covered by plastic or cloth tablecloths for the event. After the event, the table covers must be removed and placed in the appropriate containers. The tables must be wiped clean.
  - m. Mylar balloons shall not be used in decorating
  - n. The Village of South Rockwood will not provide ladders or extension cord service or the use of Village equipment.
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- o. Equipment, walls, flooring, ceiling tiles, doors, etc. damaged by DJs, or other contractors or guests will be charged to the user and payment taken from the security deposit.
- p. The user is responsible for cleanup of the facility. All trash shall be deposited in the appropriate receptacle. It is the user's responsibility to take out of the facility all items which are brought in by the user, its agents, contractors and guests no later than 15 minutes after the close of the event.
- q. No taper candles, open flame, sparklers or other type of fireworks including but not limited to luminaries flying lanterns or similar devices are permitted in the facility or on the adjacent Village grounds.
- r. No unrestrained helium balloons.
- s. Failure to clean up the facility result in appropriate cleanup be taken from the security deposit

14. TERMINATION OF RIGHT TO USE THE COMMUNITY ROOM. A user who fails to pay any required fees, fails to furnish required documents, fails to comply with the terms of this agreement shall be subject to termination if the Village believes there is injury or damage to the facility. If the user or any guest of the user is or is believed to be the cause of the damage, the user may be deemed to have forfeited the opportunity to use the facility.

15. NONCOMPLIANCE WITH RULES. If the community room is not left in good condition or if the user or a guest of the user does not comply with the rules, future booking privileges will be suspended.

16. LIABILITY FOR PERSONAL PROPERTY. The Village of South Rockwood and its representatives shall not be liable for any loss, theft, personal injury or property damage that may occur to property of user or user's guests.

17. COMPLIANCE WITH ALL LAWS. The user shall obey and observe all federal, state and local laws, ordinances, statutes and regulations, including applicable provisions of the Village codes. Those rules and regulations are incorporated herein by reference. User shall obtain all required permits and acquire any and all applicable federal, state and/or municipal permits for doing business with Village of South Rockwood.

18. NO ASSIGNMENT. This agreement is not assignable by the user without the written consent of the Village

19. TERMINATION BY VILLAGE. The Village may terminate this agreement in the event the user fails to take any action that is necessary to become a user, including but not limited to failure of contract payments OR security deposit reservation deposit OR the documentation evidencing insurance coverage OR fails to observe any of the insurers requirements OR fails to comply with the terms of this agreement, including the standard terms and conditions.

20. HOURS OF USE. The rental space shall be available as arranged by the Village of South Rockwood. The term of use is the only time the user is authorized to use the facility with hours to run consecutively. Refunds will not be given for hours not used. Rental spaces are scheduled by the hour and the Village reserves the right to require a minimum number of hours and a maximum number of hours for rental.

21. **SMOKING.** Smoking is prohibited in all areas within the community center and the adjacent areas except in designated areas.

22. **INSURANCE.** The Village of South Rockwood reserves the right to require proof of insurance under circumstance deemed necessary by the Village.

23. **PERSONAL PROPERTY.** The Village assumes no responsibility whatsoever for any property placed in or on the premises by the user or its guests. User expressly releases and discharges the Village from any liability and all losses whatsoever. The Village shall not be responsible for loss or theft, damage or injury occurring in connection with the Village property and the facility.

24. **CONDITION OF THE PREMISES.** The Village makes no warranty or representation to the user of any kind regarding the suitability of the facility, or any portion thereof, as built for any aspect of the use user expects or intends to make of the facility.

The facilities are offered by the Village and accepted by the user in their current condition on an "as is" basis and user waives any claim against the Village for defects in the premises, including latent defects. User agrees it has examined the premises and is satisfied with the condition, fitness and order. Commencement of the use of the premises shall be conclusive that the premises were in good order and satisfactory condition, fitness and order. User agrees the property is accepted as is, where is, and with any and all faults without any warranty, express or implied, as to the merchantability or fitness for the use thereof.

25. **COMPLIANCE WITH LAWS.** The user and its guests shall obey and observe all federal, state and local laws, ordinances, statutes and regulations, including applicable provisions of the Village's code of ordinances, building code and fire code as those codes may be amended from time to time. User shall comply with and acquire any and all applicable federal, state, and/or municipal permits or licenses for doing business within the state of Michigan and Village of South Rockwood including regulations of the Monroe County Health Department.

26. **RENTAL/USER FEES.** Fees shall be as established from time to time by resolution of the Village of South Rockwood Council. Rental/user fees must be paid a minimum of thirty (30) days prior to the event. The amount due for usage, setup fee, security deposits and cancellation policies are provided in the attached Exhibit A which is incorporated by reference and this agreement.

27. **RULES AND REGULATIONS.** User shall cause its servants, agents, employees and user's guests to abide by the Village of South Rockwood rules and regulations governing the use, occupancy and operation of the facility.

28. **RIGHT TO REMOVE OBJECTIONABLE PERSONS.** The Village reserves the right to control all personnel and all other employees, contractors and invitees of the user and the Village may remove from the premises any employee, agents, contractors, or invitees. The Village has the option to eject any objectionable person or persons from the premises.

29. **FORCE MAJEURE.** Force majeure shall include but not limited to acts of God, acts of public enemy, war, blockades, insurrection, strikes, lockouts, riots, epidemics, lightning, earthquakes, fire, storms, floods, washouts, tornadoes, arrest, explosion or other conditions of like nature, If either party is unable wholly or in part, by force measure to carry out any of the obligations of this agreement, it is agreed on such party giving notice of full particulars of such force majeure as soon as practical to the other party, but no later than seven days after the current cause relied on the obligation of the party giving such notice, those affected by force majeure shall be suspended during the continuance of the force major.

30. **NON WAIVER.** The Village can insist upon strict performance of terms and conditions hereof. Failure or delay of the Village to notify the user promptly, in the event of default or acceptance of payment or the acceptance of payment or other performance shall not release the user from any of the obligations under this agreement and shall not relieve the user for any obligations under this agreement and shall not be deemed a waiver of any right of the Village to insist on strict performance hereof, or any of its rights or remedies as to prior or subsequent default hereunder.

31. **SURVIVAL.** Notwithstanding this Village's acceptance of the user fee and the expiration the license, the user shall remain obligated to the Village under all clauses of this agreement that expressly or by implication survived the acceptance in the expiration of the lease.

32. **ASSIGNMENT.** The user shall not assign its right to occupy a facility without written consent of the Village

33. **ENFORCEMENT.** The Village attorney or his or her designee shall have the right to enforce all legal rights and obligations under this agreement without further authorization User covenants to provide the Village attorney all documents and records the Village attorney deems necessary to assist in determining the user's compliance with this agreement with the exception of those documents made confidential by federal or state law or regulation

34. **RELEASE.** User's predecessors, successors and assigns, hereby releases relinquishes and discharges the Village of South Rockwood, its predecessors, successors, assigns, legal representatives, and its former, present and future, agents, employees, officers from any liability resulting from the sole and/or concurrent negligence of the Village of South Rockwood, its employees, officers and agents for any injury, including death, or damage to persons or property where such damage is sustained in connection with or arising out of the license permit agreement.

In consideration of being issued a permit to use the community room by the Village of South Rockwood, and if applicable, in consideration of being allowed by the Village of South Rockwood to possess and consume alcoholic beverages at the above location and time, the undersigned, by this instrument do hereby expressly stipulate and agree to release, discharge, indemnify and forever hold harmless the Village of South Rockwood,

its assigns, agents, servants and employees of and from all claims, demands, actions or causes of action now existing or which may hereafter exist by reason of any damage, loss or injury which may hereafter exist by reason of any damage, loss or injury which heretofore has been or which may hereafter be sustained by the said group, organization or family in consequence of their participation in any and all activities in connection with the issuance of this permit.

The release extends and applies to and also covers and includes all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequence thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to the claims, demands, injuries or damages which are unknown or are unsuspected to exist at the time to the person executing such release are hereby expressly waived

35. INDEMNITY HOLD HARMLESS. User agrees that it will protect, defend, indemnify and hold harmless and save the Village of South Rockwood, its agents, employees and officers hereinafter referred to as the Village from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgment recovered from or asserted against them on account of injury or damage to personal property, including, without limitation, by reason of copyright infringement to the extent that any such damage or injury may be incident to arise out of or because either proximately or remotely wholly or in part by an act, omission, negligence, misconduct on the part of user, or any of its agents, servants, employees, contractors, patrons, guests, users or invitees, or any other person entering upon the premises with the express or implied invitation or permission of the user or when any such injury or damages is the result proximate or remote of the violation by the user or by any of its agents, servants, employees, contractors, patrons guests, users or invitees of the premises. Such indemnification of the Village by user shall be effective unless damage or injury may result from the sole negligence, gross negligence or willful misconduct of the Village.

Upon the filing by anyone of any claim, cause of action or lawsuit against the Village for any type of damage arising out of incidents for which user or its insurer may be liable proceeding pursuant to the preceding paragraph, the Village shall notify the user of such claim, cause of action or lawsuit. In the event the user or its insurer does not settle or compromise such claim or cause of action or lawsuit at its own cost and user or its insurer shall undertake the legal defense of such claim or cause of action or lawsuit at its own cost. The user or its insurer shall undertake the legal defense on its behalf and on behalf of the Village until final disposition including all appeals. The Village may participate in legal defense of such claim, cause of action lawsuit and in the selection of counsel by user to defend such claim, cause of action or lawsuit. Any final judgment rendered against the Village for any cause for which user is liable hereunder shall be conclusive against user as to liability and amount upon the expiration of the time for appeals.

36. INSPECTION. The Village retains the right to inspect at its discretion for purposes of determining compliance with this agreement.

38. WIRELESS ACCESS INTERNET POLICY. Attached as exhibit B is the Village Internet access policy and the acknowledgment of that policy.



The user has read and the user agrees to be bound by this agreement and the terms and conditions contained herein and warrants and represents by signing the application and this agreement, the undersigned agrees to be bound by the terms of this agreement and the terms and conditions contained in them and the user has authority and capacity to bind his/her organization.

DATED \_\_\_\_\_

\_\_\_\_\_

USER

BY \_\_\_\_\_

IT'S AUTHORIZED AGENT

DATED: \_\_\_\_\_

\_\_\_\_\_

VILLAGE REPRESENTATIVE

BY: \_\_\_\_\_

IT'S AUTHORIZED AGENT

EXHIBIT A

COMMUNITY ROOM RENTAL RATES

DAYS AND BLOCK OF TIME	RENTAL FEES	SECURITY DEPOSIT W/O ALCOHOL	SECURITY DEPOSIT W/ALCOHOL
Monday -Thursday 3 hrs.	\$ 125.00	\$ 300.00	\$ 450.00
Friday			
9 AM to 2 PM	\$65.00 Per Hour	\$ 300.00	\$ 450.00
4 PM to Midnight 5 Hrs. Maximum	\$ 300.00	\$ 300.00	\$ 300.00
Saturday			
9 AM to 2 PM	\$65.00 Per Hour	\$ 300.00	\$ 450.00
4 PM to Midnight 5 Hrs. Maximum	\$ 350.00	\$ 300.00	\$ 450.00
Sunday			
9 AM to 2 PM	\$65.00 Per Hour	\$ 300.00	\$ 450.00
4 PM to Midnight 5 Hrs. Maximum	\$ 300.00	\$ 300.00	\$ 450.00

Extra hours may be available at \$65.00 per hour. Must be requested at the time of application.

The above rental and security deposit rates are for events such as Baby Showers, Bridal Showers, Wedding Receptions, Birthday Parties, Retirement Parties, Funeral Luncheons and Graduation Parties only. Village Council will set rates for other type of events.

The rates above are subject to revision.  
Rental Rate Schedule applies as of the date of application.

2/6/2017

Exhibit B

VILLAGE OF SOUTH ROCKWOOD  
WIRELESS ACCESS INTERNET POLICY  
FEBRUARY 6, 2017

1. Purpose: The purpose of this policy is to establish boundaries to govern the use of the Village's wireless internet access by guests and employees of the Village, using their personal devices (smart pad, smart phone, etc).
2. Statement of Policy:
  1. Permissible Use: It is the intent of this policy to provide Wi-Fi access to guest of the Village of South Rockwood and employees wishing to obtain internet access using personal devices (after supervisor approval) of the internet for the purpose of check email, downloading files or surfing the web while in Village of South Rockwood facilities where Wi-Fi is available.
  2. Access to Service. By your use of this service, you acknowledge that:
    - a. The service may not be uninterrupted or error-free;
    - b. Viruses or other harmful application may be transmitted through the service by parties other than the Village of South Rockwood
    - c. The Village of South Rockwood does not guarantee the security of the service and unauthorized third parties may access your computer or files or otherwise monitor your connection;
    - d. The service is provide "as is" and on an "as available" basis, without warranties of any kind, whatsoever; and
    - e. You assume all risk associated with your activities conducted online.
  3. Acceptable Use of the Service: Activities conducted online through the service shall not violate any applicable law or regulation or the rights of the Village of South Rockwood or any third party. The Village of South Rockwood will cooperate fully with law enforcement upon receipt of notice that use of the service is in violation of applicable law.
    - a. Users must respect the privacy of others,
    - b. User must respect the legal protection applied to programs, data, photographs, music written documents and materials as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
  4. Prohibited Uses: If you are unsure whether your use of the service and activities conducted online may violate these Terms of Service, you are advised to cease the activity immediately. Examples of prohibited activities include, but are not limited to:
    - a. Spamming and Invasion of Privacy
    - b. Intellectual Property Right Violations
    - c. Obscene or Indecent Speech or Materials
    - d. Forging of Headers
    - e. Hacking, Scans, or otherwise subversive Information Gathering Activity

SOUTH ROCKWOOD  
COMMUNITY ROOM EXIT FORM

ORGANIZATION/PERSON REQUESTING \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

TIME OF DAY REQUESTED: FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
(REQUESTED HOURS OF USE MUST BE CONSECUTIVE AND INCLUDE SET-UP TIME, CATERER TIME AND CLEAN-UP TIME)

NUMBER OF ATTENDEES AT EVENT: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_  
(MAXIMUM CAPACITY 130 PEOPLE)

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PLEASE CHECK OFF EACH TASK AS IT IS COMPLETED.

- |                                      |                                 |
|--------------------------------------|---------------------------------|
| _____ TABLES CLEANED                 | _____ TRASH REMOVED             |
| _____ SINKS/COUNTERTOP AREAS CLEANED | _____ BATHROOMS CLEANED         |
| _____ APPLIANCES CLEANED             | _____ ENTRY LIGHTS OFF          |
| _____ FLOORS SWEEPED                 | _____ COMMUNITY ROOM LIGHTS OFF |

DID YOU FIND ANY PROBLEMS OR ISSUES? \_\_\_\_\_, IF YES, PLEASE EXPLAIN \_\_\_\_\_

SUGGESTIONS? \_\_\_\_\_

Please complete exit form and leave on table.

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