

VILLAGE OF SOUTH ROCKWOOD  
COMMUNITY ROOM  
USER/RENTAL APPLICATION

DATE OF EVENT \_\_\_\_\_  
Time of Event: From \_\_\_\_\_ To \_\_\_\_\_  
Set up Time: \_\_\_\_\_

Type of Event \_\_\_\_\_  
User/Person/ Organization requesting \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_  
Drivers License # \_\_\_\_\_

Number of Attendees at Event \_\_\_\_\_ Table Request Round \_\_\_\_\_/Rectangle \_\_\_\_\_  
Capacity with tables and chairs- 126  
Capacity with chairs only-250  
Capacity stand space only-350

Rental Rates as follows:  
\$300.00 Security Deposit (refundable, due at time of reservation, check will be cashed)  
\$65.00 per hour (Paid no later than 30 days prior to event, exit no later than Midnight)  
\$20.00 set up (1 hour maximum at reduced rate before an event)  
\$100.00 for a Funeral (Monday-Friday)

WILL ALCOHOL BEVERAGES BE SERVED: \_\_\_\_\_

WILL THE EVENT BE OPEN TO THE PUBLIC \_\_\_\_\_

ALL FOOD SERVED AT A PUBLIC EVENT MUST BE CATERED BY A LICENSED CATEROR OR USER MUST OBTAIN A TEMPORARY LICENSE FROM THE MONROE COUNTY HEALTH DEPARTMENT, AND MUST COMPLY WITH ALL COUNTY HEALTH DEPARTMENT RULES.

I/We hereby release the Village of South Rockwood, its employees, officials and agents from any responsibility whatsoever for any personal injuries, 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 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 Room and agree to abide by all policies established for the centers use. It is also understood that, unless requested from the Village, cleaning will be our responsibility before leaving the building.

Date \_\_\_\_\_ Signature of User: \_\_\_\_\_  
Date \_\_\_\_\_ Signature of Village Official \_\_\_\_\_

Village of South Rockwood  
Community Room Use Agreement

1. **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.
2. **CANCELLATION POLICY FOR USERS.**
  - a. All cancellations must be made in writing and signed by user.
  - b. If the user opts to cancel event at any point between date of application to 14 days prior to event a \$50.00 administrative fee will be deducted from security deposit, and rental fee will be refunded.
  - c. Notice of 14 days or less will result in a forfeiture of the rental fees and the security deposit will be refunded.
3. **WAIVER OF USER FEE.** The Village Council may upon written request make the community room available without charge or at a reduced rate.
4. **CLEAN UP, FOOD, KITCHEN.**
  - a. All kitchen equipment must be cleaned.
  - b. All trash containers must be emptied, and placed in the appropriate trash receptacle.
  - c. No food or liquid shall be left in the refrigerator.
  - d. Removal of all decorations and table covers.
  - e. Clean up must be completed at the close of the event.
5. **SECURITY DEPOSIT.**
  - a. Failure to comply may result in deductions from the security deposit.
  - b. Security deposit must be paid by cash, check or money order.
  - c. Security Deposit will be returned within 15 days to the user, as long as the room is in good order.
  - d. Following the event, inspection of the community room by a Village official will determine if the property has been damaged or the rules have been violated. Any damage to the property, including but not limited to equipment, walls, flooring, and ceiling, doors by guests or users shall be charged and will be deducted from the security deposit. Conduct of the guest is the responsibility of the user.
  - e. 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 and that invoice shall be due within 14 days upon receipt of invoice.
6. **HOURS OF USE.** Refunds will not be given for hours unused. Rental space is scheduled by the hour and the Village reserves the right to require a minimum number of hours and a maximum number of rental hours.

7. **SMOKING.** We are a **NON SMOKING** facility. Please utilize the designated smoking area outside, 25 feet from the building.
  
8. **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.
  
9. **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 30 days prior to the event.
  
10. **MISCELLANEOUS.**
  - a. None of the furnishings including but not limited to tables and chairs shall be removed from the building.
  - b. No pets or animals allowed in the community room without prior consent of the village council.
  - c. No rice or bird seed or confetti may be thrown inside or outside of the building.
  - d. No decorations shall be attached to the walls, ceiling, and light fixtures.
  - e. No taper candles or open flame, luminaries, flying lanterns or similar devices are permitted.
  - f. User MUST NOT LEAVE EVENT until Village Official comes to secure the building.
  
11. **RIGHT TO REMOVE OBJECTIONABLE PERSONS.** The Village reserves the right to control all personnel and all other employees, contractors, users or invitees of the user and the Village may remove from the premises any individual. The Village has the option to eject any objectionable person from the premises.
  
12. **BY SIGNING THIS LEASE AGREEMENT** user understands that in the event of an act of God (storm related power outage, fire, rain, wind, etc.) Force Majeure, the Village at our discretion reserves the right to deliberate appropriation of rental & deposit refunds.
  
13. **TERMINATION OF RIGHT TO USE COMMUNITY ROOM.** The Village reserves the right to refuse future booking privileges if "said user" is believed to have caused injury or damage to the facility in a previous booking or as a guest of an event.
  
14. **WIRELESS ACCESS INTERNET POLICY.** Attached is the Village Internet Access Policy.

15. 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 damages 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 the 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 the user shall be effective unless damage or injury may result from the sole negligence, gross negligence of 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 lawsuit at its own cost the 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 selection of counsel by the user to defend such claim, cause of action 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 appeals.

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 the user has the authority and capacity to bind his/her organization.

Dated \_\_\_\_\_

User Signature \_\_\_\_\_  
(User)

Dated \_\_\_\_\_

Village Signature \_\_\_\_\_  
(Village Representative)

RELEASE AND HOLD HARMLESS AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Village of South Rockwood and \_\_\_\_\_,

(Name/and or Organization)

In consideration of permission granted to \_\_\_\_\_, by the Village of South Rockwood to use the Village owned facility, \_\_\_\_\_ on \_\_\_\_\_  
(day & time)

for the purpose of \_\_\_\_\_.

I/We hereby and forever release, indemnify, defend, and hold the Village of South Rockwood, its elected officials, employees, and agents, harmless from any claim, demand, loss, cost, expense, liability, penalty and damages, including attorney fees, resulting from the occurrence arising from or alleged to arise from, the use of the \_\_\_\_\_ and /or  
(Facility)

While serving alcoholic beverages while such facility is in my possession or control.

ALCOHOLIC BEVERAGES PERMIT:

If you intend to serve alcoholic beverages, you agree to the following provisions:

1. I/We agree to service only those people 21 years of age or older, and if unsure, agree to ask for identification.
2. I/We agree to not serve any alcoholic beverages to anyone who appears to be under the influence of liquor and/or drugs.
3. I/We agree to immediately notify the Village of South Rockwood Police Dept. Central Dispatch at 734-243-7070, should any problems arise with any persons invited or uninvited.
4. I/We agree that by serving alcoholic beverages, I assume any and all liability for the actions of those people served at our function during and immediately after, and I understand that I subject myself to possible criminal and civil sanctions, should it be determined I violated any liquor law of the State of Michigan and/or the Village of South Rockwood.
5. It is understood that the Chief of Police has the right to immediately revoke permission to serve alcoholic beverages should any liquor law be violated.

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

Village of South Rockwood: \_\_\_\_\_ Date: \_\_\_\_\_

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 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 provided "as is" and on a "as available" basis, without warranties of any kind, whatsoever.
    - e. You assume all risk associated with your activities conduct 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. User 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 Violation
    - c. Obscene or Indecent Speech or Materials
    - d. Forging of Headers
    - e. Hacking, Scans, or otherwise subversive Information Gathering Activities

All questions or concerns should be addressed through the Village Office during normal business hours, emergency contact numbers are for day of event only.

*Village of South Rockwood  
5676 Carleton Rockwood Rd.  
South Rockwood, MI 48179  
734-379-3683*

Ed Schneider (Liaison) 734-693-9303

Ed, is the gentleman that will provide you access to the Community Room for your event and also securing the building when you depart. Please do not leave the building until Ed is here. If an emergency arises and you cannot get a hold of Ed use one of the numbers below.

Angela Hightower (Clerk) 734-915-1303  
Lori Beaudrie (Treasurer) 734-231-0794