



City of Pinconning DDA
 P.O. Box 628, 208 Manitou St.
 Pinconning MI, 48650

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Pinconning Community Center Building Rental Application

SECTION #1 – Renter’s Information

Today’s Date: _____ Event Date: _____

Name of Organization: _____

Contact Person: _____ Pinny Resident? Y or N (circle)

Mailing Address: _____

City & Zip Code: _____, MI _____ (Zip Code)

Daytime Telephone#: () _____ - _____ [Mandatory for all rentals]

Evening Telephone #: () _____ - _____ [Mandatory for all rentals]

Email Address for contact person: _____

Renter must answer the following questions related to the use of the building for this event:

There are 3 categories of rentals in the park. Please check the box that best describes your rental:

- Individual:** private party use and rental for events such as weddings, receptions, reunions, parties and other like functions.
- Non-profit/Charitable Groups:** use and rental for events sponsored by civic groups, service clubs, and churches or other like groups.
- Commercial:** use and rental for events such as concerts, flea markets, seminars, craft shows, corporate parties, festivals. This also includes ALL EVENTS ADVERTISED AS OPEN TO THE PUBLIC.

Provide the time/hours this Event is held:	_____ to _____	Has event been held at the Community Bldg. previously?	Y or N (circle)
Provide the TOTAL time/hours building is needed:	_____ to _____	Is the organization registered as a 501c3 corporation?	Y or N (circle) <i>We reserve the right to request proof of 501c3 status.</i>
Estimated # of attendees: _____ Warming Kitchen Use Requested Y or No (circle)		Will additional structures be utilized? Y or N <i>(Examples: Tents, trucks, trailers and/or inflatables.) See Section 2 for additional details for these items.</i>	
Will alcohol be sold at the event: Yes or No		If YES – Complete Section 3 on page 2 of contract.	

If alcohol will be served at this event, but not sold: The renter must provide insurance coverage according to the provisions outlined in Section 2 of this contract.

Additional information is required in Sections 2 and 3 for all Commercial/Public Events.

SECTION #2 – Liability Insurance Provisions

Insurance will be required for all events being held in the Pinconning Community Center Building, according to the category of rental defined in Section 1 of this rental agreement. **Renters shall furnish a proof of insurance coverage at least 30-days prior to the rental.** The certificates and policies of the required comprehensive general liability insurance shall provide and be endorsed as follows:

- A. **Individuals:** The renter shall supply the City of Pinconning DDA a copy of the Homeowner’s Insurance Policy declarations page, OR a certificate of liability coverage, naming City of Pinconning DDA as a certificate holder for the date and time of the event. **Minimum limits of the policy shall be not less than \$500,000.**
- B. **Non-Profit/Charitable Groups:** The renter shall supply the City of Pinconning DDA with a certificate of liability coverage, naming Pinconning Downtown Development Authority as a certificate holder for the date and time of the event. **Minimum limits of the policy shall be not less than \$500,000,** per occurrence and/or aggregate for personal injury, bodily injury and property damage, including product liability and completed operation and contractual liability.
- C. **Commercial:** The renter shall supply the City of Pinconning DDA with a certificate of liability coverage, naming the City of Pinconning DDA as additional insured, for the date and time of the event. **Minimum limits of the policy shall be not less than \$1,000,000,** per occurrence and/or aggregate for personal injury, bodily injury and property damage, including product liability and completed operation and contractual liability

NOTE: If alcoholic beverages are being served or furnished to attendees of this event on the premises, a certificate of liability insurance is required, naming Pinconning Downtown Development Authority as an additional insured. The minimum limit of the policy shall not be less than \$1,000,000.

SECTION #3 – Liquor Liability Insurance Provisions

If alcoholic beverages are to be sold at this event, renter must submit to the City of Pinconning DDA a copy of the liquor license issued by the Michigan Liquor Control Commission for such sale, and a certificate of liability coverage, naming City of Pinconning DDA as additional insured, shall be provided with a **minimum amount of \$1,000,000 per occurrence aggregate limit of liability.** The City of Pinconning DDA reserves the right to require the renter to pay for and provide security services by a licensed and insured security business for all events selling alcohol. *NOTE: Selling of tickets for alcoholic beverages is considered outright selling.*

SECTION #4 – Terms and Conditions of Rental & Use of DDA Property

- A. **Rental Fees:** The rental fees charged for this event are defined by the City of Pinconning Downtown Development Authority (hereinafter, referred to as “DDA”) Fee Schedule as approved by the DDA board of trustees, and must be paid in full at the time of application.
- B. **Special Events Application:** In the event the DDA’s general liability insurance provider requires a Special Events Application to be submitted for review, the renter agrees to provide additional event details, including a map of the layout of any temporary structures being erected on the property.
- C. **Property Clean-up:** The renter is responsible for the Community Center Building and shall leave the premises in the same condition as found upon arrival. Renter shall clean the premises and place all refuse in containers provided by the DDA.
- D. **Damages:** Renter shall reimburse the DDA for any damages to the premises occurring during the renter’s use of the property and agrees to assume all responsibilities and abide with the rules and regulations in conjunction

with the use of the Community Center Building and its facilities.

E. **Control of Property:** The DDA retains all rights to control the use of Community Center Building.

SECTION #5 – Hold Harmless Agreement

I hereby agree to indemnify, defend, pay on behalf of, and hold harmless, to the fullest extent permitted by law the City of Pinconning DDA, against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the DDA, its elected and appointed officials, employees, volunteers or all other working on behalf of the DDA, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of the negligence of the DDA and/or in any way connected or associated with this contract.

I hereby acknowledge the City of Pinconning Downtown Development Authority Committee and Board of Trustees have the right to review this rental application, and to request additional information for all public events being promoted on its property, including a risk management review by its liability insurance company, no later than 30 days prior to the event.

Authorized Signature of Renter

Date

Authorized Signature of DDA Representative

Date

Make check due payable to “City of Pinconning Downtown Development Authority”.

Version: 6/7/22

For DDA Office Use Only:

Payment received: _____ Deposit received: _____

Special Events Application required? Yes OR No (Circle)

o If YES – copy of contract must be provided to Administration for further review

o Date Special Events Application submitted to Risk Management: _____

Insurance Documents submitted on: _____

Pre-Rental Inspection completed on: _____

Post-Rental Inspection completed: _____

Pinconning Community Building

BUILDING AND FACILITY RENTAL FEES: (User Fees Subject to Change Without Notice)

Gymnasiums: By the hour for up to 4hrs of use	\$30.00 per hour/\$120
By the Day (9am to 11pm)	\$250.00

Gymnasiums with warming kitchen facilities: By the Day \$300.00

Occupancy Maximum is 201 persons.

Additional Costs: User to provide cleaning, garbage and bathroom supplies and cleaning of building (sweep, mop floors in all areas of use), remove and dispose for all waste after use. Cleaning Equipment is available in janitor closet. Cleaning duty is additional mandatory cost to the rental fees and cost as follows:

Cleaning Fees: Cleaning Fee will be assessed with rentals defined above, approved by Lessor/Lessee.

- a. A mandatory cleaning fee in a minimum amount of \$75.00 will be included in security deposit outlined below. This minimum cleaning fee will be waived and refunded from deposit requirement defined below, if building is cleaned as required upon vacating premise and post rental inspection is completed and satisfactory.
- b. Table and Chairs are included for use in rental and set-up of tables and chairs is the responsibility of lessee. They must be cleaned and removed from gym floor and place back into storage area upon vacating premise.
- c. After use, place all rubbish in plastic bags and place the bags in the dumpster located on the east side of the building out back, (garbage bags are not furnished by the DDA). Everything that is brought into the building by the lessee must be removed before vacating the building.
- d. Security Deposit as defined below, may be forfeited if building is vacated in unsatisfactory sweep & clean condition, and because of any damages to personal or real property caused by lessee.

Security Deposit & Cleaning Fee will be required upon approval of rental by lessor, in advance of use, **equal to the amount of facility/rental fee assessed**. This fee is required to cover any costs incurred by lessor because of any damages to personal or real property, and cleaning the building as outlined above, from rental use by lessee and will be assessed if post rental inspection is not satisfactory. A minimum cleaning fee of \$75 (actual cost may be more) is included in the security deposit total and will be deducted from any security deposit refund if facility is vacated unclean/unsatisfactory as deemed by lessor.

General

Community Building facilities will be available to any Pinconning area schools or youth organizations use, free of rental fees upon approval of use. Other non-profit organizations may also qualify for waiver of rental fee.

Community groups shall be permitted to use these facilities for worthwhile purposes when such uses will not interfere with existing lease obligations. All arrangements shall be subject to the provisions which follow:

Priority of facility use

Public & Private education & recreational programs affiliated with local schools.

School affiliated groups or youth league organizations.

Resident charitable, Public Non-Profit or civic organizations of the area.

Private groups for use for (supervised) youth and adult recreational activities.

Rental of building for private use or events.

Approved the City of Pinconning D.D.A. Board of Directors June 7, 2022.

Rules & Regulations:

- The Lessee must designate an on-site representative who will be the contact with the DDA as needed. Youth recreational use of gym must have an adult present at all times during use to supervise youth activities.
- No decorations are to be attached to any wall or ceiling in any way. The use of tape, wires, tacks, nails and glue to hang decorations is prohibited. Be kind and leave the property as you found it.
- No glitter, rice, confetti, or flower petals may be used on the ground indoors or outdoors.
- No sparklers, open flames or candles of any kind are permitted without explicit approval by the DDA in advance.
- There is absolutely no smoking anywhere inside the building. Violation of this rule will result in forfeiture of the deposit.
- The building shall be subject to inspection at any time by any authorized representative of DDA.
- 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.
- 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 deposit plus the cost of any damage caused by such violation.
- No cooking is allowed on the premise without written permission. Warming Kitchen is available with rental for fees specified above.
- The Lessee shall be responsible for supervision over all persons in the building and on adjacent grounds. Disorderly conduct is prohibited.

***Pinconning Community Center
Equipment Inventory***

Lessee: _____

Rental Date & Time: _____

Alcohol will be on premise: Yes No

Full clean-up completed: Yes No

ITEM	COUNT	LESSEE Count	DDA Count	Difference
Tables				
Chairs				
Podium				
Flag				
Bowls				
Serving Spoons				
Tongs				
Spatulas				
Trays				
Roasters				
Crock Pots				