



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

Phone #: (989) 450-0753

**Pinconning Community Center Building Rental Application & Agreement.**

**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.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature of DDA Representative

\_\_\_\_\_  
Date

**Make check due payable to “City of Pinconning Downtown Development Authority” or pay at the city hall or online.**

Amount Due for rental: \_\_\_\_\_

Security Deposit Due: \_\_\_\_\_

Estimated Cleaning Fee: \_\_\_\_\_

Total Amount Due: \_\_\_\_\_

*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: \_\_\_\_\_