GRADUATION RENTAL
MAY, JUNE, JULY

HOMER COMMUNITY HOUSE FACILITY USE FORM

PLEASE COMPLETE AND RETURN TO HOMER VILLAGE OFFICE

INDIVIDUAL _____

DATE REQUESTED: _____

FEE SCHEDULE

***USER FEE-Per event; **Includes one cleaning and utility fee**	**$100.00**
***RESERVATION DEPOSIT **(NON-REFUNDABLE)** (Applied to User Fee)	**$50.00**
***ADDITIONAL DAY USAGE	**$100.00**

***Final payment due TWO weeks prior to the event

Facility will be available at 9:00 am the date of the rental event.
Facility must be emptied by 12:00 am.

LIABILITY WAIVER

THE HOMER COMMUNITY HOUSE, WHILE ALLOWING USE OF THE FACILITY, DOES NOT ASSUME RESPONSIBILITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE INCURRED DURING THE USE OF THE FACILITY.

RELEASE AND INDEMNITY/HOLD-HARMLESS AGREEMENT

RELEASE AND INDEMNIFICATION

LESSOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE VILLAGE OF HOMER AGAINST ALL CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE RELATING TO THE LESSOR'S USES OF THE PREMISES. THE CLAIMS COVERED BY THIS INDEMNIFICATION/HOLD HARMLESS PROVISION INCLUDE ALL CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE RELATING TO:

A. THE CONDITION OF THE PREMISES;

B. THE USE OR MISUSE OF THE PREMISES BY THE LESSOR OR THEIR AGENTS, CONTRACTORS, INVITEES;

C. ANY EVENT ON THE PREMISES, WHATEVER THE CASE;

D. THE SERVING OR THE CONSUMPTION OF ALCOHOL ON THE PREMISES BY THE LESSOR, THEIR AGENTS, CONTRACTORS, OR INVITEES. THIS ALSO INCLUDES INJURIES OR PROPERTY DAMAGES OFF THE PREMISES AS A RESULT OF CONSUMPTION OF ALCOHOL WHILE ON THE PREMISES.

THE LESSOR INDEMNIFICATION DOES NOT EXTEND TO LIABILITY FOR DAMAGES RESULTING FROM THE SOLE OR GROSS NEGLIGENCE OF THE VILLAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE USER AGREES TO DEFEND, PAY IN OR ON BEHALF OF, AND HOLD HARMLESS THE VILLAGE OF HOMER AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, OR LOSS, INCLUDING ALL COSTS CONNECTED THEREWITH, FOR ANY DAMAGE WHICH MAY BE ASSERTED, CLAIMED OR RECOVERED AGAINST OR FROM THE VILLAGE OF HOMER, ITS ELECTED AND/OR APPOINTED OFFICIALS, EMPLOYEES, VOLUNTEERS OR OTHERS WORKING IN OR ON BEHALF OF THE VILLAGE OF HOMER, 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 OR ALLEGED NEGLIGENCE OF THE USER AND/OR IN ANY WAY CONNECTED OR ASSOCIATED WITH THE USER'S USE OF THE FACILITY.

TO PROTECT YOUR OWN INTEREST, AND ESPECIALLY IF LIQUOR IS ANTICIPATED BEING SERVED, THE VILLAGE STRONGLY RECOMMENDS THAT YOU PURCHASE LIABILITY INSURANCE FOR THE EVENT

Acknowledgement by renter:

Initials _____ Date _____

ACKNOWLEDGEMENT

I/WE ACKNOWLEDGE RECEIPT OF THE LIABILITY WAIVER, HAVE READ IT AND UNDERSTAND AND AGREE WITH THOSE PROVISIONS.

I/WE ACKNOWLEDGE RECEIPT OF THE RULES FOR USE, HAVE READ THEM AND AGREE TO ABIDE BY THOSE PROVISIONS.

I/WE AGREE TO CONFINE MY/OUR ACTIVITIES TO THE EVENT LISTED ON THIS FORM.

I/WE AGREE TO PROVIDE PROPER SUPERVISION FOR THE EVENT.

I/WE AGREE TO LEAVE THE FACILITY IN PROPER ORDER IMMEDIATELY AFTER THE EVENT.

I/WE AGREE TO BE RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF VILLAGE –OWNED EQUIPMENT OR FACILITIES.

I/WE ACKNOWLEDGE THAT WE INSPECTED THE FACILITY AND FIND IT TO BE IN PROPER ORDER.

I/WE AGREE TO ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, INCLUDING FIRE AND SAFETY LAWS AND REGULATIONS (CAPACITY – 250 SEATED; 500 STANDING).

My signature below signifies that I have read the entire document outlining the rules and terms of use. I agree to abide by all the conditions of this application. I also agree to pay the Village of Homer all costs they may occur as a result of any failure to fully comply with all these conditions.

Rental Representative (Print) _____

Signature_____

Date_____ Drivers License Number: _____

Signature of Village Official: _____

Position: _____

RULES FOR USE

A. **DECORATIONS**

1. Use the following for hanging decorations **ONLY!**
   a. One (1) hanger/ring in center of room at ceiling
   b. Hooks are available at ceiling level, and entryways.
2. **No tape or nails allowed on/in any surfaces** (i.e., paneling, trim, walls, ceiling panels, doors, etc.) – **automatic forfeit of $50.00 from damage deposit if violated.**
3. Remove after event and dispose of with other trash
4. **NO LIVE FLAME LIGHTED CANDLES IN WINDOWS!- Electric candles only!**

B. **FLOORS**

1. No tape or marking of any kind on floors
2. Use no detergents, bleaches or cleaning products of any kind on the floor. (mops, brooms, etc. for cleaning up spills are located in storage room)

C. **CLEANING**

1. After properly cleaning chairs and tables, neatly restack on the carts; 10 tables (40 Total) and 80 chairs (300 Total) per cart
2. Bag and seal trash in heavy-duty trash bags and place in the hallway by the west alley door.
3. User not responsible for any other cleaning. A $45 cleaning fee is included in the rental Agreement.

D. **GENERAL**

1. Thermostats are controlled from the Village Offices. Temperature arrangements must be made in advance during normal Village Office hours.
2. Turn off all lights and fans when leaving.
3. Make sure all windows and doors are properly locked.
4. Report any and all damage to Village-owned equipment or the facility to the Village office.
5. No cooking is allowed on the premises except in portable appliances brought in by the renter. A microwave and a food warming appliance are available in the kitchen area.
6. Windows are inoperable – blinds are not to be raised - louver open and close only.

E. **SMOKING - NO SMOKING PERMITTED ANYWHERE IN FACILITY**. SMOKING IS PERMITTED OUTSIDE AS LONG AS CIGARETTE BUTTS ARE DISPOSED OF PROPERLY (THERE ARE SAND BUCKETS LOCATED NEXT TO THE FRONT PORCH AREA OF THE BUILDING FOR CIGARETTE DISPOSAL). EXCESSIVE CIGARETTE BUTTS LEFT AFTER THE ACTIVITY SHALL RESULT IN A REDUCTION OF THE REFUNDABLE DEPOSIT.

F. Table and Chairs

1. Racks are to be returned to the storage rooms in the same order as taken out. There is a diagram on the inside of the storage doors. – 4 extra round and long tables are located in the ticket room.
2. Large rack holds 60 chairs and 8 long tables
3. There are 15 round tables to a rack
4. The chair rack holds the remaining 48 chairs

G. **MUSIC/NOISE**

*1. 11:30 p.m. music and noise reduction.
*2. Music curfew at 12:00 a.m. (music shut down required).

* Music and entertainment using amplified sound must meet the Village ordinance restrictions. The Village at any time may instruct the renter to turn down or discontinue the entertainment or music due to excessive noise.

H. **PARKING**-The adjacent parking lot to the west of the property is a municipal parking lot and is open to the general public and may not be reserved for any event exclusively.

I. **EVENT ENDING**: All events are to end no later than 12:00 am.

Initials of renter: _____ Date: _____

DAMAGE DEPOSIT RECONCILIATION

THE FACILITY HAS BEEN INSPECTED AND FOUND TO COMPLY WITH THE CONDITIONS OF THE USE AGREEMENT. THE DAMAGE DEPOSIT WILL BE MAILED TO THE RESPONSIBLE PERSON WITHIN 7 WORKING DAYS OF TODAY'S DATE.

THE FOLLOWING DAMAGES WERE FOUND UPON INSPECTION OF THE FACILITY:

DESCRIPTION	REPAIR COST
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL	$_____
LESS DAMAGE DEPOSIT	$ 50.00
BALANCE	$_____

ANY POSITIVE BALANCE OF THE DAMAGE DEPOSIT WILL BE MAILED TO THE RESPONSIBLE PERSON WITHIN 7 WORKING DAYS OF TODAY'S DATE. ANY NEGATIVE BALANCE (REPAIR COSTS IN EXCESS OF DAMAGE DEPOSIT) IS PAYABLE BY RESPONSIBLE PERSON WITHIN 30 DAYS OF TODAY'S DATE.

DATE: _____

_____ VILLAGE OFFICIAL

_____ RESPONSIBLE PERSON OR AGENT

RENTERS COMMENT PAGE

The village would appreciate any constructive comments or feedback to help improve our facility. Please feel free to fill this out and return to the village offices at 130 East main Street- Homer, Mi 49245.

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Rental Event: _____

Date of event: _____

Print name: _____

Signed: _____

Dated: _____