Livonia Community Center Rental Agreement Rules and Regulations

The Town of Livonia thanks you for choosing this facility for your function. It is the desire of the town that this facility is kept in the best possible condition so that everyone may enjoy the space, convenience, professional amenities, and overall quality that a facility of this type provides. Please read the following rules and regulations carefully before signing this agreement.

Individuals, groups, or organizations renting the community center are hereafter referred to as **renters**.

Permission for use of the building will only be granted to responsible adults at least 21 years of age. Use of the building will be determined on a first come – first serve basis. The Mayor and Council reserve the right to deny any individual, group, or organization use of the building for any reason. The Town of Livonia also reserves the first rights to the use of the facility for town functions.

The building cannot be rented for more than one (1) year in advance.

RENTAL FEE

- \$ <u>200.00</u> deposit shall be paid at the time the rental agreement is signed, as both a reservation deposit and as a damage deposit for the facility on the time and date hereinafter stated.
- \$ 350.00 rental fee shall be paid no later than thirty (30) days prior to the rental date.

Cancellation: If renter notifies the Town of Livonia of the cancellation for the scheduled event at least **30 days prior** to same, the deposit paid upon application will be refunded. If notice of cancellation is not furnished within said period, then the rental deposit shall be forfeited and no refund will be issued.

A check returned as "N.S.F." will automatically void any rental agreement and a \$25.00 fee will be assessed. This policy applies to both reservation/damage deposit and the rental fee.

The building may be available within 24 hours prior to the rental date requested for the event, provided the building is not in use. (*To set-up, etc.*)

The Livonia Community Center is a public building, therefore <u>smoking is not allowed</u> in the facility. Designated smoking areas are under the front of the building only.

1. Renter assumes full responsibility for the character, acts, and conduct of all persons admitted to said premises (or any part thereof) by Renter. Renter shall ensure that all persons act in an orderly, responsible and safe manner. The Town of Livonia retains the right to terminate the event or expel any person or persons who are deemed to be unruly, illegal, or acting with dangerous behavior or who are in violation of any other clause of this rental agreement.

- 2. Nothing in a permanently placed location shall be relocated for any reason upon renting the facility.
- Renter shall accept full responsibility for any damages to the grounds, building, or equipment.
 Any property belonging to the community center missing or damaged upon conclusion of the rental will be billed to renter.
- 4. The Town of Livonia assumes no responsibility whatsoever for any property placed in or on the rented premises and the Town of Livonia is hereby expressly released and discharged from any and all loss, injury, or damage to such property that may be sustained by reason of the occupancy of the rented premises under this rental agreement. Renter further agrees to indemnify the Town of Livonia from any and all such claims or losses.
- 5. The Town of Livonia shall not be held liable for any personal articles that have been left behind in the building or on the grounds at the conclusion of the function.
- 6. Renter shall not admit to said facility a larger number of persons than the capacity listed below as set forth and governed by the Office of the State Fire Marshall.

TOTAL OCCUPANCY 324

- 7. Renter is required to provide security for certain events with Livonia police officers. Livonia Chief of Police, Landon Landry, will contact you prior to event to schedule security officers, which is paid for by Renter.
- 8. Renter agrees that the set up of the area(s), including tables, chairs, decorations, etc. are the responsibility of the Renter.
- 9. Renter agrees that nothing shall be painted, written, glued, taped, stapled or nailed to the walls, ceilings, floors, doors, doorframes or furnishings.
- 10. Glass containers are not allowed anywhere on grounds/ premises.
- 11. Absolutely no alternative cooking devices are allowed in building except for electrical warming devices, which will not damage surfaces. (Example: crock pots) No pits, boiling or frying containers allowed in building.
- 12. Pets are not allowed in the building.
- 13. No firearms are allowed on property, except for the law enforcement officers on duty at the event.
- 14. Rental for immoral or illegal events are prohibited.
- 15. Renters are responsible for removing all decorations and other articles brought into the facility. All trash, such as but not limited to, cans, bottles, paper, decorations, etc. shall be discarded in trash bags and placed in the disposal area designated by the Town of Livonia. All tables and chairs are to be replaced neatly in their designated carts/areas.

- 16. Function/Event must be concluded by 2:00 a.m. on said rental date and premises vacated by everyone other than those cleaning facility.
- 17. The sale of alcoholic beverages is not allowed on the property/facility without all necessary state and local permits obtained by the renter.
- 18. Renter agrees that should the Livonia Community Center become designated as a Civil Defense or Red Cross shelter, it is understood by the Renter that this contract becomes null and void at no expense to the Town of Livonia. Any rental deposit collected by the Town of Livonia will be refunded to Renter should this event happen.
- 19. Any event or function held at this facility, which includes an admission charge, sale of goods, or any other transfer of goods or services, requires a license from the Town of Livonia along with this signed rental agreement.
- 20. Rental deposits will be refunded by the Town of Livonia after full inspection by the facility representative, the building and grounds are damage-free and clean, and the Town Clerk has been notified.
- 21. Renter agrees to pay any and all related cost and charges the Town of Livonia may incur for NSF checks, attorney fees, court cost and other expenses for which the Renter is responsible, including, but not limited to a \$25 charge on all NSF checks, costs for theft and/or damage for amounts over the damage deposit, etc.
- 22. Renter also agrees that any matter not herein expressly provided shall rest solely within the discretion of the Town of Livonia.
- 23. In the event the Renter does not meet any of the terms and/or conditions set forth in this agreement, the Renter will forfeit all monies paid and will be ejected from said premises.