

ST. JOHNS COLUMBIANS HALL RENTAL AGREEMENT

1. THE PARTIES.

This rental agreement ("Agreement") Agreement date: ____/____/20____

Renter name: _____ ("Renter") Phone No: _____

Renter address: _____

Landlord: St. Johns Columbians, Inc., a Michigan non-profit entity, with a mailing address of 1108 North Business 127, St. Johns, Michigan 48879 ("Landlord").

Landlord and Renter are each referred to herein as a "Party" and, collectively, as the "Parties."

2. VENUE.

The Renter agrees to temporarily lease, occupy, and make use of the Landlord's space located at:

Property Address: 1108 North Business 127, St. Johns, Michigan 48879

Description: Event hall commonly referred to as the St. Johns Columbian Hall

Use of Venue: _____

The hall and parking lot at the property address is hereinafter known as the "Venue."

3. LEASE PERIOD.

The Renter shall have access to use the Venue for:

Start Date: ____/____/20____ End Date: ____/____/20____

Start Time: _____ AM PM End Time: _____ AM PM

Hereinafter known as the "Lease Period."

4. RENT.

See rental rate sheet. Rent shall be paid in full before hall key is provided.

Non-Profit Member Non-Member Full Hall Half Hall

Hall sign message: _____

Amount Paid: _____ Date: ____/____/20____ Cash or Check Number: _____

Key No.: _____ Pickup Date: ____/____/20____ Issued to: _____

5. DEPOSIT.

Two hundred-and fifty-dollar (\$250) deposit is required to reserve the hall for a specific date. Cancellation within 90 days of the reserved date will be assessed a \$125 fee. Refundable unless Renter breaches any term of this lease, in which case, the deposit is non-refundable ("Deposit").

Amount Paid: _____ Date: ____/____/20____ Cash or Check Number: _____

Amount Returned: _____ Date: ____/____/20____ Initial: _____

6. ALCOHOL.

No alcohol to be sold. See the rental policy section for additional information. Will alcohol be provided or consumed?

No or Yes – Type: Beer, Wine, Liquor

7. INSURANCE.

Non-Parish related renter must provide proof of liability insurance emailed directly from insurance company to sjcolumbianhall@gmail.com. See insurance section in the rental policy for additional information.

Rental without alcohol: Supply "Evidence or Certificate of Insurance"

Rental serving alcohol: Supply "Certificate of Insurance"

RENTAL POLICY:

I. ALCOHOL/CONTROLLED SUBSTANCES/TOBACCO PRODUCTS.

- a. Renter must receive advance written permission from Landlord to bring alcohol of any kind to the Venue. Landlord reserves the right to restrict the type of alcohol brought to the Venue. For example, Landlord may restrict the type of alcohol to only beer or wine and prohibit any type of liquor being brought to the Venue. Alcohol can only be brought by the Renter. Guests of Renter are strictly prohibited from bringing alcohol of any kind to the Venue or to consume any alcohol at the Venue that is not dispensed by Renter.
- b. No cash bar is allowed. This means that Renter shall not charge any person any sum of money to receive and/or be served alcohol. If alcohol is present at the Venue, Renter shall not charge any entrance fee or donation to enter the Venue. A breach of this provision will result in immediate loss of the full security deposit and the expulsion of the person who violated this paragraph, with potential law enforcement involvement.
- c. Renter shall not serve alcohol to any person who appears to be overly intoxicated. A breach of this provision will result in immediate loss of the full security deposit and expulsion of the person that was overly intoxicated and the expulsion of the person who served the alcohol, with potential law enforcement involvement.

- d. No alcohol will be served or consumed by anyone under the age of 21 years. A breach of this provision will result in immediate loss of the full security deposit and expulsion of the person under the age of 21 that consumed alcohol and the expulsion of the person who served the alcohol, with potential law enforcement involvement. Any person providing alcohol to a person under the age of 21 is in violation of MCL 436.1701.
 - e. Renter may only have alcohol at the Venue if Renter has provided to Landlord in advance a host liquor liability insurance policy in full force and effect naming Landlord as an additional insured with a One Million Dollar (\$1,000,000.00) aggregate. No exceptions. Insurance must cover all dates and times that Renter is physically at the Venue. Renter shall provide a Certificate of Insurance to the Landlord as proof of coverage before the Lease Period begins. The policy shall provide that it cannot be canceled or materially changed without at least 10 days prior written notice to the Landlord.
 - f. Controlled substances are strictly prohibited at the Venue and this includes marijuana and further includes possession of a controlled substance inside the Venue and in the parking lot. A breach of this provision will result in immediate loss of the full security deposit and expulsion of the person in violation of this section.
 - g. Tobacco use of any kind is strictly prohibited at the Venue, and this includes cigarettes, cigars, pipes, smokeless tobacco or the use of any vape. This prohibition includes use inside the Venue and in the parking lot. A breach of this provision will result in immediate loss of the full security deposit and expulsion of the person in violation of this section.
- II. **INSURANCE.** *Non-Parish related* renter must obtain, at their own expense, a Personal Liability or Comprehensive General Liability Insurance Policy of not less than One Million Dollars (\$1,000,000.00) of coverage for bodily injury, property damage, and contractual liability and supply the following proof of insurance:
- i. **Rental without alcohol:** Supply "Evidence or Certificate of Insurance"
 - ii. **Rental with alcohol consumed:** Supply a "Certificate of Insurance". The Landlord, its agents, representatives, and employees shall be named as additional insureds on this policy, and the Renter shall provide a Certificate of Insurance to the Landlord as proof of coverage before the Lease Period begins. The policy shall provide that it cannot be canceled or materially changed without at least 10 days prior written notice to the Landlord. The Certificate must provide that liquor liability is included as part of the policy.
- a. The insurance policy must indicate that the person/entity who is renting the venue matches the "Named Insured" on the policy.
 - b. Proof of insurance(s) must be emailed directly from insurance company to sjcolumbianhall@gmail.com and will be held for a minimum of three years.
 - c. The Renter's policy shall be the primary to any insurance or self-insurance maintained by the Landlord.
 - d. The Renter's failure to maintain or renew its insurance policy may be considered a material breach of this Agreement, upon which the Landlord may, upon written notice to the Renter, terminate this Agreement with any monies paid by the Renter to be non-refundable.
 - e. All insurance documents must be received no later than 10 days prior to the event to allow time to correct anything that is not in compliance.
- III. **CLEANUP.** The Renter is responsible for the cleanup of the Venue after the Lease Period. The Venue shall be given back to the Landlord in the same condition at the start of the Lease Period. This includes but is not limited to sweeping and mopping the floor including the bar, kitchen and restrooms.
- IV. **MAXIMUM OCCUPANCY.** There is a maximum limit of 250 attendees permitted at the Venue at any time due to fire hazard concerns. Any violation of this section will immediately terminate this Agreement under default by the Renter, however, Renter shall remain fully obligated to pay all Rent as provided in this Agreement and any monies paid previously paid by the Renter shall be non-refundable.
- V. **CHANGES.** Unless the Landlord grants written consent, no changes can be made to this Agreement.
- VI. **HOLD HARMLESS.** The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of the Venue.
- VII. **RIGHT TO CANCEL.** The Landlord reserves the right to cancel this Agreement at any time and for any reason or no reason upon providing at least 30 days written notice to the Renter. If the Landlord cancels this Agreement for reasons other than

a breach of this Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.

- VIII. **FAILURE TO COMPLY.** The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.
- IX. **NATURAL DISASTERS.** If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.
- X. **SEVERABILITY.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.
- XI. **GOVERNING LAW.** This Agreement shall be governed under the laws of the State of Michigan. By execution of this Agreement, the parties' consent to Venue in Clinton County, Michigan for any action brought to enforce the terms of this Agreement or to collect any moneys due under it.
- XII. **ADDITIONAL TERMS & CONDITIONS.**
- a. Two refrigerators are provided for food. They are NOT TO BE USED for cooling beer kegs. (Ice and containers for cooling beer must be furnished by the Renter.)
 - b. No decorations are to be hung from the ceiling except on hooks that are provided. No tacks or tape can be used to secure decorations. (NO CONFETTI IS ALLOWED.)
 - c. The Renter is responsible for the conduct of the guests, the beverages served, etc.
 - d. The St. Johns Columbian Board of Directors reserves the right to cancel a rental agreement at any time up to the beginning of the event which, is the matter of the rental agreement, if in their sole discretion and judgment, determine that the event which is being held on the premises, the purposes, values or goals of the persons, or organizations involved in the event or sponsoring the event, are contrary with or in conflict with, or otherwise are not condoned by the principles of the Columbians or the Roman Catholic Church.
 - e. Renter shall not use the "Knights of Columbus" name or logo in any way. The St. Johns Columbian Hall is used by the Knights of Columbus. They are not associated with the hall.
- XIII. **ENTIRE AGREEMENT.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Renter's Signature: _____ Date: ____/____/20____

Print Name: _____

Landlord Rental Agent:

Dianne Smith (Dershey's Café)
111 W. Higham Street
St. Johns, MI 48879
Cell: 989-620-1693 Work: 989-227-2233

Signature: _____ Date: ____/____/20____