

**IVAN MIDDLETON HALL APPLICATION & RENTAL POLICY**

City of Vassar  
287 E Huron avenue  
Vassar MI 48768  
(517) 823-8517

**IVAN MIDDLETON HALL IS A NO SMOKING FACILITY**

Please circle day of scheduled event:                      Monday                      Tuesday  
   Wednesday                      Thursday  
   Friday                      Saturday  
   Sunday

Ivan Middleton Hall rented from: \_\_\_\_\_ To \_\_\_\_\_  
   Mo./day/year                      Mo./day/year

Time of day (starting) \_\_\_\_\_ Time of day (ending) \_\_\_\_\_

Name of person, group, or organization:  
\_\_\_\_\_

Contact phone number: \_\_\_\_\_

Nature of Activity: \_\_\_\_\_

Expected number in group: \_\_\_\_\_

Reservation fee received: \_\_\_\_\_

**\*\*\* A LETTER FROM YOUR INSURANCE AGENT EXTENDING YOUR HOMEOWNERS LIABILITY TO THE HALL IS REQUIRED IN OUR OFFICE TWO WEEKS BEFORE EVENT.**

- I. Groups allowed:
  - Class A.            City of Vassar and/or parks & recreation sponsored activities.  
   (Special arrangements must be made for kitchen use.)  
   Yes/                       No/
  - Class B.            Local service clubs (example: Lion's club, Rotary, Ambulance  
   Service, Unions, City Employees, Boards and Commissions,  
   etc.
  - Class C.            Other groups and individuals (example: class  
   reunions, wedding receptions, etc.

II. Fees and Charges:

<b>Class</b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>AMOUNT PAID</u></b>	<b><u>BALANCE OWED</u></b>
Rental Fee 1 – 4 hours	-0-	\$50	\$100		
Rental Fee 4 – 8 hours	-0-	\$100	\$225		
Reservation Fee	-0-	\$25	\$50		
Damage Deposit	N/C	\$50	\$100		
Key Deposit	<b>Everything must be paid in advance in order to pick up keys.</b>				
Security Guards	N/A	See IV	\$170		
Kitchen	N/C	N/C	N/C		

\*Set-up times will vary depending upon availability of hall. Lessee may check on availability of hall.

Special rates and conditions can be negotiated for long term contracts, if approved by the parks & recreation commission.

III. Reservations

**A non-refundable reservation fee must be paid, and rental forms must be filled out and returned to the City of Vassar before the hall will be reserved. The security deposit is due upon reservation. Deposit will be returned if the hall is left in clean and good condition. Clean and good condition is determined at the discretion of the city manager or authorized designee of the city manager. (Initials required       )**

IV. Security guards

**A security guard is required for all Class C functions, serving alcohol, and will be hired, paid and supervised by the City. For any Class B functions which are required by law to have security guards, the guards must be paid by the lessee.**

V. Alcohol  
If a Class C function is held with alcohol and does not provide security guards, they will be charged twice the security guard rate.

VI. Licenses  
If the lessee engages in any activity which requires a license, such as the selling of alcoholic beverages, gambling, etc., the license must be displayed to the chief of police, or other person designated by him, and approved, prior to receiving a key for the use of the Ivan Middleton Hall.

VII. Keys  
If a city employee will not be present at the event, the lessee is responsible for acquiring keys for the Ivan Middleton Hall between 8am and 3:30pm on the last business day before the activity and returning them by no later than 9:30 am on the first business day after the activity, unless previous arrangements have been made.

All rental fees must be paid before keys will be issued.

VIII. Damages  
The lessee is responsible for all damages and loss of equipment that occurs. Damages will be billed to the lessee. Damages include any damages to the premises or to any of the contents inside of Ivan Middleton Hall. (Initials required )

The building will not be rented to anyone having an outstanding bill.

IX. Will Alcohol be served at the event?  Yes  No  
If YES, A copy of the liquor license will be required (if necessary) and proofs of insurance (general Liability Insurance, host liquor liability insurance, and liquor liability insurance) listing the City of Vassar as an additional insured will be required with the rental application.

X. Clean-up & Closing Procedures  
The Lessee is responsible for general clean-up of the building. This will include the following:

Picking up trash and placing it in trash receptacles. All trash must be put in trash receptacles and taken to the dumpster.

All floors must be swept and spot mopped if necessary.

All chairs and tables must be returned to their original position. Tables must be cleaned and wiped off. Tables cannot be dragged across the floor. Tables must be picked up and carried when moving them around at all. The tables will scratch the floor and damage the wax.

Bathrooms should be left in good and clean condition. There should be no trash on the floors, spot mop if necessary and make sure commodes and sinks are left in clean condition as they were found.

**Kitchen use requires the lessee to leave the kitchen in the same condition as it is found. Stove/oven needs to be left clean, sinks need to be left clean and the floor needs to be swept and spot mopped if necessary.  
(Initials required       )**

- The Lessee is responsible for the proper closing of the building including:
- P.A. System turned off
- All doors are to be closed and locked
- All lights are to be turned off
- The Kitchen must be left clean with nothing left on or in the sink.

XI. Hours

The Ivan Middleton Hall will be open for use from 8am through 1am.

XII. Rules May Change

The rules set forth are subject to change when and if they prove to be inadequate for proper security of the building.

XIII. Hold Harmless

I/we agree to hold the City of Vassar, its successors, employees, and designees harmless from all claims, suits, costs and liabilities.

By signing, I/we, agree that I/we have read, understand, and agree to the attached conditions. I/we further agree to pay all debts arising from rental of the hall.

Approved by Parks & Recreation Commission

February 6, 1985

Date

Approved by Vassar City Council

February 11, 1985

Date

Accepted by Lessee

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of lessee

\_\_\_\_\_

Date

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## Hall Rental Guidelines for Public Use

By: Mike Gombos, MTTP Risk Control Field Representative

April showers bring May flowers followed by baby showers, high school graduations, and weddings during the summer months to come. Residents and Organizations will occasionally approach local governmental entities to rent their facilities for an event for the convenience of the location and the setup to accommodate a large group of guests. As much as you want to accommodate the public you should also be aware of the potential for unforeseen circumstances that may occur resulting in a costly experience for both the lessee and the entity.

While providing a facility for the public to host their event, loss reduction and risk mitigation should be a priority. In order to make the experience a memorable one for the resident and a low risk event for the entity consideration should be given to entering into a properly drafted Written Rental Agreement to protect both parties.

**Written Rental Agreements:** The entity should have a thorough rental agreement in place that is acknowledged by signature and submitted to the entity prior to granting the renter access to the hall. This agreement should clearly explain the parameters of the rental arrangements do's and don'ts. Several areas that should be stipulated but are not limited to: 1) rental fees, 2) hours of use, 3) a host liquor liability and/or liquor liability disclaimer (if alcohol is allowed), 4) permits or license depending on the type of event, 5) clean-up, 6) security, 7) smoking, 8) cancellations, and 9) Hold Harmless clause.

**Liquor Event:** If you're leasing your facility to an individual for a private host liquor event, or an organization for a liquor event that's hosting a fundraiser and charging an entry fee or a per plate fee that includes an alcoholic beverage there are several things to keep in mind:

**Liquor Event:** Suppose a non-profit organization rents the hall to host a fund raiser and is serving and selling liquor. That organization as required by law must obtain a "one day liquor license" for that particular event. This can be accomplished by making application to the Michigan Liquor Control Commission. As for the municipality, you should request a copy of the license and a copy of their general liability coverage naming your governmental entity as Additional Insured prior to granting access to the hall.

**Host Liquor Event:** Suppose a resident rents the hall for a private graduation party or a wedding reception where alcohol will be served, but not sold. In this scenario the individual renting and providing alcohol should review with their insurance agent or insurance carrier to confirm coverage for "host liquor liability" is provided within their homeowner's policy. If it's not consideration should be given to obtaining this important insurance coverage.

*The entities liability interests are only that of premise liability which is covered through their PAR PLAN policy, the liquor liability is that of the lessee serving the alcohol.*

### Insurance Terms:

**General Liability Insurance:** This insurance coverage part pertains to the organization/licensee renting the Hall that is **servicing and selling** alcohol. They will have a general liability policy for their organization/licensee that you should request a copy of and request to be named as additional insured.

**Host Liquor Liability Insurance:** This insurance coverage part is a form of liquor liability directed at hosts of business or social functions where liquor or alcohol is served, without a charge. The basis for legal liability is a dram shop, liquor control or alcoholic beverage law. The laws vary by state, but most provide that the owner, operator or host serving alcoholic beverages is liable for injury or damage caused by or to an underage person or intoxicated person if it can be established that the owner, operator or host caused or contributed to the intoxication of the person through the serving of alcoholic beverages.

**Liquor Liability Insurance:** This insurance coverage part protects the lessee's interests against loss or damages claimed as a result of a patron attending their function becoming intoxicated and injuring themselves or others. Therefore if the lessee is engaged in the **manufacturing, selling or serving of alcohol then the lessee needs this coverage.**

The ultimate goal of the Risk Control Department is to make the event the most positively memorable liability free experience for the renter and the entity.

**If you have additional questions or would like a sample rental agreement contact your regional Risk Control Representative or call 800 536 7425.**



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Benzie County

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