



# Milton Township

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742  
Email: miltontwp.org Website: www.miltontwp.org

## MILTON TOWNSHIP HALL RENTAL AGREEMENT

PLEASE PRINT AND FILL OUT COMPLETELY:

APPLICANT'S NAME \_\_\_\_\_ DATE OF APPLICATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_

DRIVERS LICENSE \_\_\_\_\_ ESTIMATED NUMBER OF GUESTS \_\_\_\_\_

ROOM RENTED & PURPOSE FOR USE \_\_\_\_\_

DATE TO BE USED \_\_\_\_\_ TIME: FROM \_\_\_\_\_ TO \_\_\_\_\_

**(Milton Township Staff will complete the section below this line)**

TOTAL HOURS \_\_\_\_\_ TOTAL AMOUNT OF RENTAL \$ \_\_\_\_\_

Security Deposit Fee Paid \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_ Date Returned \_\_\_\_\_

Rental Fee Paid \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_

Security Officer Charges \_\_\_\_\_ \$ \_\_\_\_\_

General Liability \_\_\_\_\_ Policy Number \_\_\_\_\_

Received by \_\_\_\_\_

Liquor Liability \_\_\_\_\_ Policy Number \_\_\_\_\_

Received by \_\_\_\_\_

Event Manager \_\_\_\_\_

\*\*\*\*\* THIS IS A SMOKE-FREE FACILITY \*\*\*\*\*

**\*\* PLEASE READ CAREFULLY AND COMPLETELY BEFORE SIGNING \*\***

You must comply with all the following terms and conditions. This agreement is not valid unless approved by the Township Board Supervisor. You must abide by the rules and regulations given to you or ALL or a percentage of your deposit will be withheld. If damage exceeds your deposit, you will be charged according to the decision of the Milton Township Board Supervisor. Guests are only to use the rented rooms as listed on the Rental Agreement. Milton Township reserves the right to hold other functions in rooms not reserved by the renter.

In exchange for the privilege of using the Township facilities for the purposes indicated on the above dates and times, the Applicant signing agrees and promises the following:

1. **FEE AND TERMS** The security deposit must be made at the time of reservation. Payment of the rental fee must be paid to Milton Township no later than 2 weeks prior to your rental date. If the rental fee is not received within the allotted time, the security deposit and reservation will be automatically forfeited, and the property will be opened for rental on the scheduled date.
2. **MINIMUM AGE** You must be eighteen years of age to rent property from Milton Township and provide proper identification (i.e. valid driver's license).
3. **MINORS** Groups composed of minors (under 18 years old) must be supervised by one adult for every 20 minors. Minors must be under adult supervision at all times.
4. **SET UP** Rental area will be available at the designated start time and not before. All tables must be covered for protection. The rental area must be vacated at the rental finish time (this includes all clean up). The described property may be rented on the day before the event for a maximum of four additional hours for an additional fee. This rental is for decorating or setting up for the following day's event only. Failure to comply with the rental start time and end time will result in partial or full loss of the security deposit.
5. **DECORATIONS** To preserve our facilities, the use of tape, glue, tacks, nails, staples, confetti, glitter, rice or other damaging products is prohibited on the walls. Decorating plans must be approved by Milton Township before or at the time of booking. Use of candles on a birthday cake is permitted for not more than 10 minutes. Violations of this rule will result in a deduction from the security deposit.
6. **EQUIPMENT** Groups are welcome to bring in their own equipment at no additional charge. It is important to test audiovisual/laptop connections before your event during our business hours. Milton Township Event Managers have a basic knowledge of our systems and will not be responsible for technical connection issues. Band equipment is subject to approval.
7. **EVENT MANAGER** Milton Township will assign an Event Manager who will be on-site during your event. All rules and regulations will be strictly enforced. Milton Township Event Manager and/or Law Enforcement may immediately terminate a rental with no refund of rental fees or deposits if any facility rental policies are violated.
8. **HOURS OF USE** Rental of the Great Hall must conclude by 12:00 AM (Midnight) on Friday and Saturday and 11:00 PM Sunday through Thursday. Rental of the Bertrand Room must conclude by 5:00 PM Monday through Friday. Any extension of that must be agreed upon in writing by all parties of this Agreement. After-hour rates will be calculated at 150% of the regular hourly rate.
9. **SOUND LEVELS** The Event Manager assigned by Milton Township has the sole authority to request music be lowered if deemed too loud. Profane language and disorderly conduct are not permitted at any time.

10. **FOOD** Milton Township and its employees are not responsible for food or drinks that are delivered ahead of the scheduled activity or left after the activity. The sale of any items, including refreshments, must be approved by the Milton Township Supervisor when booking the facility rental.
11. **CLEAN UP** Applicant agrees to clean the Township Hall, inside as well as the grounds, and put trash into the dumpster. Applicant agrees to return the hall and premises to the condition in which it existed when Applicant's use began or as otherwise directed by the Event Manager. **All remaining supplies, decorations, food, and beverages must be removed from the facility immediately after the event. If using a caterer, they must remove their equipment immediately after the event (including boxes, crates, supplies, etc.).**
12. **DAMAGES** Applicant agrees to reimburse and pay the Township of Milton for any damage to the premises, building, equipment, and grounds caused by Applicant's use. All tables and chairs will be inspected for damage after each rental. Note: your deposit may be forfeited. If the damages are more than your deposit, you will be billed for the damage.
13. **OTHER AREAS** Applicant agrees to use only the assembly room, kitchen facilities, and restrooms in said building during the above-indicated period.
14. **SMOKING** Smoking is strictly prohibited inside the Township Hall or within 25 feet of the premises.
15. **BUILDING CAPACITY** The number of persons attending any function shall not exceed the capacity of the building as mandated by Milton Township and the appropriate officials.
16. **UNAUTHORIZED AREAS** Restricted areas of the Milton Township Hall are labeled "Authorized Personnel Only" and are off limits to all Guests. Unauthorized persons found in restricted areas will be asked to return to the event location.
17. **DOORS** Blocking emergency doors is prohibited. Exterior doors may not be propped open.
18. **INSURANCE** Applicant shall submit to Milton Township evidence of **general liability insurance** (possibly from homeowner's or renter's insurance) showing limits of liability not less than \$300,000 prior to the event. Failure to produce the same may cause cancellation of the event. The applicant will indemnify and hold harmless Milton Township for any damages or action seeking damages as a result of any injuries, death, or damage which may occur as a result of any accident arising from the serving or consumption of alcohol at the event, or otherwise resulting from the negligence, actions or conduct of the renter or any of their guests. Said **insurance shall name Milton Township as an additional insured and shall be for the duration of the event.** Milton Township is also not responsible for lost, stolen or damaged items. Additional insurance will be mandatory if alcohol is served.
19. **ALCOHOL** Alcohol is limited to beer, wine, and champagne. Applicant agrees to comply with all applicable laws and ordinances concerning the serving and consumption of alcohol on Milton Township properties. The sale of alcoholic beverages is prohibited. Applicant must produce government-issued photo identification prior to the commencement of the event if he or she wishes to partake in any alcohol during the time the Township is rented to Applicant. No one under the age of 21 shall be served or drink alcohol at your event or on the township property. Applicant acknowledges that Milton Township is not providing "Liquor Liability" coverage whatsoever. The Township or its agent reserves the right to excuse any patron, employee, guest or attendee from the Township Hall if said person becomes inebriated or misbehaves or has the potential to cause harm to him or herself or any other person or persons. If the applicant furnishes alcoholic beverages at the rental event, they shall have sole responsibility for any and all liability. Applicant agrees to and shall indemnify and hold harmless Milton Township and its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of all foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by the acts of the Applicant, its agents, guests, patrons or anyone else who attends the Applicant's function at the Township Hall, in the execution of this Township Hall Rental Agreement. **An additional insurance policy, commonly referred**

to as "Liquor Liability Insurance", with Milton Township listed as a named insured on the policy is also required.

20. **SECURITY** Security Guards are required for all events where alcoholic beverages are served. We require one (1) security guard per 100 people. Milton Township will schedule off-duty officer(s) for the duration of your event. It is the responsibility of the individual who signs this agreement to provide payment for this service.
21. **PERSONAL PROPERTY** Milton Township assumes no responsibility for any property placed in or on said described property by Applicant or Applicant's guests and Milton Township is hereby expressly released and discharged from all liability for such loss. All personal property must be removed from the described property at the conclusion of the event.
22. **LEGAL** During the time the facility is rented, the renter shall obey all applicable laws and shall allow no nuisance, undue noise or disturbance. If Applicant violates any of the terms or conditions of this Agreement, Milton Township shall have the right to immediately cancel this Agreement without notice or refund, and Milton Township may pursue all of the rights and remedies at law or in equity including, without limitation the right to recover court costs and attorney fees.
23. **HOLD HARMLESS** Applicant agrees to indemnify and hold harmless the Township of Milton against any and all liability to persons or property brought within the hall or upon the property of the Township by Applicant, its members, agents, or anyone acting on the Applicant's behalf.
24. **RIGHT OF REFUSAL** Any matters not covered by said rules and regulations in this Agreement shall be at the discretion of Milton Township.
25. **CANCELLATION** Should you decide to cancel your reservation prior to your event, your security deposit will be forfeited. Rental fees will be refunded. No rain checks or refunds will be given due to bad weather or late cancellations. Milton Township reserves the right to deny a facility rental to any person or organization for any reason at any time. Scheduled rentals can be canceled by Township staff due to unforeseen circumstances, in which case a full refund will be granted.
26. **APPLICANT** The designated applicant, as it appears on this form, is responsible for monitoring the conduct of all guests and enforcing room rental policies. The applicant must be present the entire time of the rental. It is the designated applicant's responsibility to advise any "co-host" of the rules and policies as outlined in this document.

**BY SIGNING BELOW, YOU HAVE READ AND AGREE TO THE ABOVE TERMS AND CONDITIONS**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Milton Township

\_\_\_\_\_  
Date