

# Rental Contract

Mills Community House Association, PO Box 421, 891 Michigan Avenue, Benzonia, MI 49616  
231-882-0591 millscommhouse@gmail.com www.millscommhouse.org

Renter Name: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Business/Organization (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

2nd Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of event: \_\_\_\_\_

<b>Space requested: Check all that apply</b> <input type="checkbox"/> Mills Hall (Upper Level) <input type="checkbox"/> Meeting Space (Lower Level) <input type="checkbox"/> Event Package (Both spaces-3 day) <input type="checkbox"/> Set Up Tables and Chairs (\$75) Estimated Number of Guests: _____	Date(s) Requested: _____ Event Time From/To: _____ Requested Time From/To: _____ <i>Event, including clean-up must end by 11:45 pm</i> Will alcohol be served? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, see requirements under Terms and Conditions, page 2</i>
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## MILLS COMMUNITY HOUSE ASSOCIATION RENTAL RATES (see capacity limits on page 2)

**MILLS MEETING SPACE** \$ 125.00 per day-Lower level only with use of kitchen and restrooms on lower level

**MILLS HALL** \$ 375.00 per day-Upper level only plus use of kitchen and restrooms on lower level

**BOTH LEVELS** \$ 450.00 per day – Full use of Mills Meeting Space and Mills Hall

**EVENT PACKAGE** \$1200.00 for 3 days-Upper and lower levels from 9am day one to 9 pm day three.

**OPTIONAL SETUP FEE** \$ 75.00 for tables and chairs only. Fee includes set up and tear down.

- Rental day runs from 9 am to 11:45 pm. If earlier time is needed please coordinate with the Executive Director.
- Rental fees include use of tables, chairs, and kitchen (refrigerator, freezer, range, counters, and sinks).
- A \$50.00 non-refundable reservation fee is required at time of application to secure the date(s) and lock in the rental fee. Date(s) are not reserved until rental contract and Reservation fee are accepted by the Mills.
- The full balance of rental fee is due at least 30 days prior to the rental date. Reservation fee is applied toward rental fee for completed rentals.
- A Security Deposit of \$150.00 is due at least 30 days prior to the event and is refundable if rented area is properly cleaned up after use and no damages are incurred.
- **CHECKS PAYABLE TO:** Mills Community House Association OR MCHA.
- **CANCELLATION:** You may cancel your rental in writing or by email up to 31 days prior to your event date and receive a refund of monies paid, *excluding the \$50.00 rental reservation fee*. Cancellations less than 31 days prior to the event are non-refundable. Security deposit is fully refundable on cancellations.
- Mills Community House Association may cancel events due to unforeseen circumstances including, but not limited to pandemic orders. Full refund of fees would be issued under these circumstances.

## Mills Community House Association Rental Contract: Terms and Conditions

1. Will alcohol be served at this event? \_\_\_ Yes \_\_\_ No
  - a. If alcohol is served as part of the event, no alcohol shall be consumed by minors. The Renter agrees to abide by all Federal, State and local laws concerning the sale, service and consumption of alcoholic beverages on the premises. Alcohol is not allowed outside the building.
  - b. Failure to comply with the alcoholic beverages policy shall result in immediate ejection from the premises. In the case of ejection, the Renter shall forfeit any cleaning/damage deposit and rental fees paid and shall be responsible for all losses and damages associated with such incidents.
  - c. If alcohol is to be served Renter is responsible for obtaining Host Liquor Liability insurance in the amount of a minimum of one million dollars (\$1,000,000) for the event with Mills Community House Association named as an additional insured. Proof of insurance must be received by Mills House at least 30 days prior to the event. **Without this proof alcohol will not be allowed at the event.**
  - d. If alcohol is to be sold the Renter is responsible for obtaining a liquor license issued by the State of Michigan. Copy of the liquor license must be received by Mills House at least 30 days prior to the event.
2. Renter shall NOT use/occupy the premises for improper or illegal purposes. The No Smoking, No Pets, and No Removal of Furnishings from Building policies shall be honored.
3. Food services and supplies are to be provided by the Renter or catering service hired by Renter. Renter is responsible for obtaining all applicable permits, including health, food and alcohol, and complying with any other requirements imposed by law. If food is going to be SOLD at your event (includes donation pricing), a Temporary Food Facility permit from the Health Department must be provided to the Mills at least 30 days prior to the event.
4. Renter agrees to indemnify, release and hold harmless the Mills Community House Association, its Board, officers, and staff from all claims of any nature whatsoever, by reason of injury to property or persons, arising out of the Renter's use/occupancy of the premises or caused by any acts or omissions of the Renter, its agents, employees, visitors or guests, and the Renter will, at their cost, defend the Board to protect its officers and staff against any and all claims and demands including indemnifying the Mills Community House Association for its costs and reasonable legal fees in defending actions(s).
5. Mills Community House Association is not responsible for lost, stolen or damaged items which occur during or incident to the use of the facilities by Renter.
6. Renter is responsible for cleaning food and drink spills from tables, chairs, and floors. Kitchen area must be cleaned and left in good condition, including wiping down refrigerator, stove, oven, counters, and sinks.
7. All trash and refuse generated by the event must be removed from the building and grounds. A designated dumpster is provided for event refuse, any trash that does not fit must be hauled away by Renter.
8. All personal items from the event shall be removed from the Mills by end of the rental period. ALL DOORS MUST BE LOCKED AND LIGHTS OFF. Building key must be left in designated spot
9. Tables and chairs are for indoor use only and must be put back in designated storage areas. NO TABLES, CHAIRS, OR PROPERTY BELONGING TO THE MILLS COMMUNITY HOUSE ASSOCIATION SHALL BE REMOVED FROM THE BUILDING OR PREMISES.
10. Renter shall not permit more than the allowable capacity of persons in the rental area during the event.
  - a. The capacity of the Mills Hall & Theater is: 160 (142 main Hall, 18 stage area) (Banquet style 120)
  - b. The capacity for the Lower Level Meeting area is: 84 (Banquet style 50)
11. Renters must be 21 years of age or older.
12. Events for groups of minor children (i.e. birthday parties, graduations, etc.) shall include at least one 21year-old adult for every 10 children. Adults must remain in attendance for the entire event.
13. Facilities must be maintained in an orderly and safe condition during the rental period. This includes keeping emergency exits fully accessible. Renter is responsible for leaving the facilities in good condition.

14. All decorations must be installed in a way that does NOT damage the premises. No nails, tacks, or adhesive hooks (e.g. 3M Command Strips) shall be used on the walls or ceiling. (Poster putty or ties are acceptable). The use of confetti, shiny flecks, glitter, rice, birdseed, etc. is prohibited.
15. Any use of open flame items including candles is prohibited.
16. Smoking is not allowed inside the Mills Community House. Smoking is not allowed within 30 feet of the building. Renter is responsible for the proper removal of residue if there is smoking outside of the building.
17. Renter is to schedule with rental companies for drop off and pick up during the designated rental date and time. Renter will be on site to oversee all drop-offs and pick-ups.
18. All food, ice, and beverages must be removed from the premises with all decorations and personal items by the end of the rental period.
19. Renter shall not do or permit to be done anything which would cause injury or damage to the facility or to its equipment or other property. If there is any injury or damage, Renter shall be responsible for all losses suffered as a result of the injury or damage.
20. Vehicles permitted in parking lot only, no driving on the grounds. Any damage to the grounds or sprinkler system shall be the responsibility of the renter.
21. Nothing shall be driven into the ground without authorization by the Mills Community House Association.
22. Any keys issued to the Renter shall be returned at the conclusion of the rental period.
23. A Mills Community House Association representative will conduct a post-event inspection. If the Renter wants to be present, arrangements need to be made with the Mills Representative at least one week in advance. The Mills Representative inspects the property for damage or violation of terms of this Agreement. If there are damages to the property or violations of the Agreement the Security deposit refund may decrease. To the extent the inspection reveals damages which exceed the amount of the deposit; the Renter shall remain responsible to pay for all damages.
24. All Renter visits to the Mills prior to the event for planning purposes shall be scheduled with the Mills Representative.
25. Failure to comply with the aforementioned restrictions and responsibilities may lead to the termination of the Rental Agreement, the forfeiture of the security deposit and any other legal recourse permitted by law. This action may affect ability to reserve space for future events.

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**The undersigned has read Rental Contract Terms and Policies for the Mills Community House Association and agrees to comply with its terms and pay the required rental fees and security deposit.**

I, \_\_\_\_\_ agree to rent the Mills Community House in accordance with the terms of this contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I accept this rental contract on behalf of the Mills Community House Association.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_