

Oceana County Historical & Genealogical Society

Facility Usage Agreement

THIS AGREEMENT, made this _____ day of _____, by and between the Oceana County Historical and Genealogical Society (hereafter, OCHGS), a non-profit organization, and _____, hereafter "USER".

WITNESSETH, in consideration of the covenants and conditions hereinafter contained, it is HEREBY AGREED by and between the parties that the OCHGS grants the USER the use of the following described premises located in Mears Michigan and owned by the OCHGS, for the following date and times:

- a. The Swedish Church at \$200 per day, from _____ (beginning time) to _____ (end time) on _____ (date).
- b. The conference room in the Transportation Building at \$100 per day, from _____ (beginning time) to _____ (end time) on _____ (date).

SECURITY DEPOSIT & CANCELLATION POLICIES: A security deposit of \$100 and 50% of the rent is required at the signing of this agreement, with the balance of the rent due no later than 30 days prior to rental, that date being _____. Cancellation of the agreement 60 days or less from the date of scheduled use will result in the forfeiture of the full rental amount, excluding the security deposit, unless the OCHGS is able to fully rent the facility to another party on that date.

CLEANING: Cleaning is the responsibility of the USER. A cleaning fee of \$25 per hour, billed in one-hour increments, will be charged against the security deposit if the facility is not returned to its original condition at the 'end time' of the rental date. Any damages, beyond normal wear and use, will be charged against the security deposit. Should damages exceed the deposit, the USER is responsible for all associated costs.

Garbage must be bagged and placed in plastic trash bags in the designated area.

OUTDOOR ACCOMMODATIONS: USER may stake a tent in the grass area beside the transportation building; tent, chairs and tables are the responsibility and expense of the USER and must be removed by the above defined “end time”.

FOOD & BEVERAGES: Food and beverages of any kind are PROHIBITED inside the Swedish Church.

ALCOHOL ON SITE: Alcohol sales, including cash bars, are STRICTLY PROHIBITED and will result in immediate termination of this agreement and eviction from the facility without reimbursement of rental or security fees. The OCHGS reserves the right to forward any such violation to the proper authorities for potential violation of state liquor laws.

USER may offer an open bar or permit its guest to “BYO” alcoholic beverages but assumes all responsibility for compliance with laws including but not limited to age restrictions, serving intoxicated persons, and USER’S guests driving or otherwise acting unlawfully after the consumption of intoxicating beverages. USER agrees to hold the OCHSG harmless from any damage, injury or costs associated with alcohol or use of this facility.

DECORATIONS: You may use silk, real or dried flowers, balloons and banners to decorate the facility(s). You may NOT USE nails, tacks, pins, staples, or tape to fix decorations or signage to any woodwork, furniture or wall. Items may be tied or fastened to the pews so long as that attachment doesn’t result in damage to the finish or structure. Glitter, confetti, rice, birdseed and incense are PROHIBITED inside the buildings. Glitter, confetti, rice and incense are PROHIBITED outside the buildings. Fires of any kind, including candles and smoking paraphilia including but not limited to e-cigs, cigars, pipes and cigarettes, are strictly PROHIBITED; only artificial or battery-operated candles are allowed.

ADDITIONAL RULES:

- 1) No animals, except service animals, are allowed. USER must clean up after service animals and remove waste from the site.

- 2) NO SMOKING of any kind on the grounds or in any building.
- 3) USER must clean the facility(s) and restore them to pre-rental conditions.
- 4) USER supplies their own decorations, in compliance with the “DECORATIONS” section above. This includes table and dish clothes, towels and linens, etc.
- 5) USER provides their own table service: plates, silverware, cups, glasses, etc.
- 6) All decorations must be removed by the USER before or by the “end time”.
- 7) Doors to be locked upon leaving the grounds.
- 8) Report any issues to the facilities manager(s) at _____ or _____ . If this is an emergency, such as a plumbing issue that requires immediate attention, please contact either of the above numbers so that you talk to a person rather than their answering machine. If this is an emergency requiring medical attention, police or fire, contact 911.

SUGGESTIONS:

- 1) USER may want to bring coolers for food and beverages
- 2) Ministers, photographers and other party staff are not provided by the OCHGS and should be arranged privately in advance

OCCUPANCY LIMITS: Capacity is limited to 70 people in the Swedish Church and 48 people in the hall. Additional outdoor space is available at the hall, but we do not provide tables and chairs for that. USER is responsible for limiting party size so as not to exceed these limitations.

INSURANCE: USER will provide documentation of an insurance certificate for their rental period no later than 30 days prior to the rental date. Coverage must be at least \$500,000 US dollars and name the OCHGS as the additional insured. USER may prefer to utilize the Society’s one-day Rider Policy for an additional fee. This amount for this fee is determined with our insurance carrier 30 days prior to rental date.

GENERAL USE: USER agrees to all the applicable rules and regulations governing the use and/or occupancy of these facilities.

It is understood that this site also functions as a historical museum. As such, there may be additional, unknown persons observing USER'S event. The OCHGS will post signage indicating the meeting facility is closed for a private party.

TERMINATION OF AGREEMENT: Any violation of the above terms and conditions by the USER or the USERS guests or invitees shall be considered a breach and may result in cancellation of the agreement, at the discretion of the OCHGS. Any incident resulting in the involvement of law enforcement instantly terminates this agreement and USER agrees to vacate the premises immediately.

IN WITNESS THEREOF, the parties have executed this agreement on the day first written above between:

By _____ acting on behalf of the Oceana County Historical and Genealogical Society, and by

USER: _____(printed name)

USER signature _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

USER initials_____