



PAVILION RENTAL AGREEMENT 2023/2024

3195 Wilson Ave. SW – Grandville, MI 49418-1274
(616) 531-3030 – Fax (616) 530-3859

| | | | |
|--|-------------|--------|------|
| Name of Individual Responsible for Agreement*: | Event Date: | | |
| Business Name: | | | |
| Mailing Address: | City: | State: | Zip: |
| Contact Phone Number: | Email: | | |

****Individual must be at least 18 years of age.***

Brief Event Description: _____

Rental Start Time: _____ Rental End Time: _____ # of Guests (max): _____

| SPACE RENTED | DAY of WEEK | MINIMUM RENTAL TIME (4 hours) | ADDITIONAL HOURS |
|---|-------------|-------------------------------|------------------|
| Farmers' Market Pavilion | Sun-Thurs | \$100 | \$25 |
| | Fri-Sat | \$150 | \$25 |
| A \$250 security deposit must be provided by check or cash. | | | |

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|--|---|
| City Use Only: | |
| Date of rental: | Day of rental: |
| Hours of rental: | Rental Total Due: |
| Rental payment method: | Note: Credit payments will have a 2.95% processing fee added. |
| Security deposit method: Security deposit was: USED SHREDDED MAILED Date: | |

Rental date is NOT secured until payment has been received!

This Rental Agreement (the "Agreement") is entered into on _____, 20____, between the Individual Responsible for Agreement, as identified above (the "Responsible Party") and the City of Grandville, a Michigan municipal corporation, of 3195 Wilson Avenue, Grandville, Michigan 49418 (the "City"). The City and Responsible Party shall collectively be referred to as the "Parties."

In consideration of the fees paid and covenants hereinafter contained, the City agrees to grant and does hereby grant to the Responsible Party the right to use the Pavilion during the Rental Period, upon the following terms and conditions.

RENTAL RULES AND REGULATIONS

The Responsible Party and his/her guests shall comply with the following rules and regulations:

1. In order to be eligible to rent the space, the Responsible Party must not owe the city any delinquent taxes, water, sewer or other fees. The Responsible Party must apply in person and must be an attendee of the event. The Responsible Party must be 18 years or older with a valid ID.
2. The Pavilion is available for rent as follows:

Monday – Thursday from 4:00 pm – 10:00 pm
Friday from 4:00 pm – 11:00 pm
Saturday from 8:00 am – 11:00 pm
Sunday from 8:00 am – 4:00 pm

The space may NOT be rented during downtown events. This includes the day before, event day and the day after the event. Event days/times may be found on the city & KDL website. Additional times may be considered as needed.

3. Deliveries and pick-ups should be made from the west parking lot. The City will not provide any services in connection with deliveries or pick-ups.
4. Smoking/Vaping is not allowed within 25 feet of the Pavilion.
5. The Pavilion must be vacated by all vendors, guests and decorations by the END of the contracted rental period time.
6. For any event involving persons 18 years of age or younger, the ratio MUST contain one adult (21 or older) per 20 minors (18 or younger). Names and phone numbers of all chaperones must be submitted to the City two weeks prior to the event date. If additional security is deemed necessary by the City, the Responsible Party will pay the added expense. The City will not be held responsible for unsupervised minors.
7. The Responsible Party will be responsible for any damage to the premises. Damages may result in charges to the deposit on file and additional fees as incurred.

8. The Responsible Party is responsible for communicating expectations with all vendors, including ensuring that DJ's/Live Music contain noise level to 65 decibels. Smoke machines are prohibited.
9. The City will not be liable for failure to perform this contract as a result of weather/any act of God. Should weather require the City to close the Pavilion under Severe Weather Policy guidelines, a full refund will be issued or the total amount paid will be applied to a new rental. Should the Responsible Party cancel due to weather, a full refund will be given or the total amount paid will be applied to a new rental.
10. The City reserves the right to make policy changes within 90 days' notice of scheduled events.
11. The City reserves the right to exclude any group or individuals deemed to be a risk to the Pavilion or surrounding property. The Pavilion may NOT be used for discriminatory practices.
12. Guests of the Pavilion may park in the lots on either side of the structure.
13. No animals other than registered therapy/service dogs are permitted at private events.
14. Public restrooms are available inside KDL during their regular business hours. NO restrooms are available after hours. If needed, a port-a-jon must be rented. KDL hours can be found on their website <https://www.facebook.com/KDLGrandville/>.

Set-up and Decorations

15. The Responsible Party shall have access to the Pavilion only during the day of rental and only during the hours contracted.
16. The City provides the space only. NO tables, chairs, tents or sound are included in the rental fee.
17. NOTHING may be hung from the structure or posts. Rice, confetti, glitter, birdseed, etc. may NOT be thrown on the property. A cleaning fee will be charged if more than standard clean-up is required.
18. Sparklers, lanterns, open flames and fireworks are prohibited.
19. All entertainment must end one hour prior to the scheduled completion time of the event.
20. At the end of the event, the Responsible Party is responsible to have all food, beverage, garbage and supplies removed.

Food & Beverage

21. The City shall have no liability of any sort with respect to food brought onto the premises by or at the direction of the Responsible Party or his/her guests.
22. Home cooked food may be brought into private events but may not be cooked on-site.
23. Food Trucks and/or Caterers may be hired by the Responsible Party for private events. 50 amp outlets are available for use (note: older food trucks will not work with these and will need to run on a generator). All trash and recyclables MUST BE removed by the caterer and/or Responsible Party.
24. Caterers/Food Trucks are allowed to grill/smoke on site. Individuals are NOT.
25. Glass bottles/beverages are NOT allowed on the premises.
26. Alcoholic beverages may NOT be brought, served or consumed on the premises. If the social district is active and open, alcoholic beverages may be purchased from licensed businesses and consumed in the appropriately marked cups.

Fees, Payment & Cancellation Policies

27. Full payment is required to confirm a reservation. Reservations must be made in person at Grandville City Hall, 3195 Wilson Ave SW, Grandville, MI 49418. Ask for Theresa Meendering. Payment may be made with cash, check or credit. A 2.95% processing fee will be added to all credit transactions.
28. A \$250 security deposit MUST be submitted in check or cash form at the time of reservation. Any damages to the Pavilion or surrounding area or incurred cleaning fees will be covered first with this deposit and with additional fees if damages total more than the deposit fee. If not used, the security deposit may be picked up after the event.
29. Rental dates/times may be changed one time without incurring any fees. Additional changes will result in a \$25 processing fee.
30. Should weather require the City to close the Pavilion under Severe Weather Policy guidelines, a full refund will be issued or the total amount paid will be applied to a new rental. Should the Responsible Party cancel due to weather, a full refund will be given or the total amount paid will be applied to a new rental.

Indemnification

31. All persons attending the Event contemplated by this Agreement assume any and all risks associated with their activities and any related, adjoining or appurtenant property of the City.
32. The City and its elected and appointed officials, employees, agents and volunteers do not: (A) assume any responsibility or duty with respect to guest's or invitee's personal

safety or property or (B) make any representations regarding the Pavilion or its adequacy for any purpose.

33. The Responsible Party and all guests and invitees of the Responsible Party will use due care and will comply with all laws and regulations in connection with all activities on the Pavilion and surrounding property and the Responsible Party will be fully and solely responsible for any and all injuries, losses, damages, claims, costs (including reasonable attorneys' fees) or liabilities (collectively, "Losses") that the Responsible Party or others may incur or sustain related in any way to the rental of the Pavilion or any of the Responsible Party's (or any guest's or invitee's) acts or omissions. "Losses" include, without limitation, any personal injury, death, damage to personal property, damage to the Pavilion or surrounding property or any fixtures thereon and any damage to the real or personal property of any other party.
34. The Responsible Party hereby agrees to indemnify and hold harmless the City and its elected and appointed officials, employees, agents and volunteers from and against any and all such Losses and hereby voluntarily waives and releases any and all claims of every type and nature that the undersigned may have or may come to have against the City and its elected and appointed officials, employees, agents and volunteers for any such Losses and waives any and all rights of subrogation.
35. IN NO EVENT SHALL ANY OF THE CITY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, NOMINAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES AND THE MAXIMUM EXTENT OF THE CITY'S LIABILITY TO ANY PARTY SHALL BE LIMITED TO AMOUNTS ACTUALLY PAID TO FACILITY OWNER UNDER THIS AGREEMENT.
36. This Agreement and all rights and duties under this Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. This Agreement may be amended, modified, superseded or canceled only by written agreement of the Parties. This Agreement may be executed in counterparts, by facsimile or e-mailed signature pages or otherwise, each of which when so executed will be deemed to be an original and such counterparts will together constitute one and the same Agreement. Neither party may assign this Agreement or delegate any rights to duties without the prior written consent of the other party.

IN WITNESS WHEREOF, the Parties have executed as of the day and year first above written.

THE RESPONSIBLE PARTY:

Signature

Date: _____

Print Name: _____

CITY OF GRANDVILLE:

Signature

Date: _____

Print Name: _____

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