



Gerry Kulick Community Center Rental Agreement Rules & Regulations

Applicant/Renter wishes to rent the use of the property and/or facilities belonging to the City of Ferndale, Ferndale Recreation and Senior Services. Therefore, in consideration of the following conditions, the parties agree:

1. Applicant/Renter agrees to pay a \$150 Security Deposit at the time the rental application is submitted. Security Deposit shall be returned prorated or in full within thirty (30) days of the said event, following inspection of property.
2. Applicant/Renter agrees to pay the room rental fee no less than ten (10) business days prior to event.
3. Applicant/Renter understands and agrees that alcoholic beverages are **not permitted** at any function and GKCC is a **non-smoking** facility.
4. **CANCELLATION POLICY:** 10 days or more before event \$75, less than 10 days notice \$150. This will be deducted from Security Deposit.
5. **WEATHER INFORMATION:** We do not cancel rentals due to inclement weather. Therefore, our cancellation policy will prevail in the event that you decide not to hold your function. SHOULD AN EMERGENCY ARISE, CALL THE OFFICE AT (248) 544-6767, EXT. 5000 or 5001.
6. **Applicant/Renter understands and agrees that the room rental must include set up and take down time, and additional hours must be purchased for this purpose or will be deducted from security deposit.**
7. Applicant/Renter agrees to clear all trash, decorations, food, etc. from the room and place in the gated outdoor trash receptacles. Floor must be swept, any spills wiped up, tables/countertops wiped off. **Failure to leave room in pre-rented condition will result in a cleaning fee of \$50.00 (minimum), and will be deducted from security deposit.**
8. Applicant/Renter understands and agrees that GKCC reserves the right to require sufficient time to process applications and may limit the frequency of use of the facility or property by Applicant/Renter to ensure sufficient availability to the general public. GKCC has the final decision on the use of any facility.
9. Applicant/Renter agrees that the room may not be used for gambling, raffles or lotteries of any kind, without prior written consent from GKCC.
10. Applicant/Renter understands and agrees not to permit the use of/nor to sublet any part of the facility and/or property to any other person, group or corporation.
11. Applicant/Renter understands and agrees that GKCC must approve all entertainment.
12. Applicant/Renter understands and agrees to abide by the following fire regulations:
 - a. The use of open flame is prohibited without prior approval.
 - b. All EXITS, EXIT corridors, and pathways must be free of obstruction at all times.
 - c. Maximum capacity numbers in the facility must be observed. No more than (14) chairs may be placed in any row without an aisle of at least 44 inches.
13. Applicant/Renter must pay the cost for any security. Applicant/Renter understands and agrees that GKCC is not responsible or liable for any lost, stolen, or damaged equipment and/or supplies. Applicant/Renter also agrees to provide any necessary security and protection for any employees. GKCC will not be responsible for any loss of monies incurred by Applicant/Renter.
14. Applicant/Renter agrees to maintain the facility floors in a safe and clean manner. Tape may not be used on walls, doors or windows. The use of UHU® Tac Adhesive Putty (or similar brand) is permitted for the temporary hanging of posters, banners and decorations on walls only. NO decorations are to be permanently mounted upon any door(s) or wall(s), nor is anything to be leaned or butted up directly to them. Loose decorations such as glitter, sparkles, confetti, etc., are prohibited.
15. Applicant/Renter understands and agrees that GKCC must approve all electrical power cords. All electrical units used in meeting room(s) must be UL Listed and grounded.
16. Applicant/Renter agrees to guarantee that all individuals in attendance adhere to the following rules:
 - a. Orderly behavior

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- b. Financial responsibility for any damages due to use of the building.
 - c. Responsibility to follow directives of staff/personnel.
 - d. Their program is of a nature suitable for presentation in a public building.
 - e. The activity is lawful and in conformity with regulations of Federal and State laws and GKCC.
 - f. No one shall remove, change, rearrange, or revise anything in or on the facilities without specific approval from the GKCC.
 - g. Groups made up of persons age 17 and younger will be required to have at least two (2) adults over the age of 21 present for every twelve (12) patrons.
17. Applicant/Renter understands and agrees that if at any time the GKCC determines the activity poses a danger to persons/property, GKCC shall have the right to close down all or part(s) of the facility. The decision of when/if to reopen the facility is at the sole discretion of GKCC. Applicant/Renter agrees that GKCC shall not be responsible for any loss of profits or damages should such action be taken.
18. Applicant/Renter agrees to obtain any license(s) or permit(s) that may be required by any government agency concerning the use of the facility or property. Copies of the license(s) or permit(s) will be provided to GKCC one-week prior to said event.
19. If the Applicant/ Renter intends on selling food or providing concessions for profit Applicant/Renter will provide the name and address of the food concessionaire(s) to GKCC one-week prior to said event. Concessionaire(s) must be properly licensed by the appropriate governmental agencies.
20. The Applicant/Renter agrees not to use the GKCC name or phone number on any advertising or publication without prior written consent. Applicant/Renter understands and agrees that all advertising or publication in connection with said event shall name the location as the "Gerry Kulick Community Center, 1201 Livernois, Ferndale MI 48220."
21. To the extent permitted by law, Applicant/Renter agrees to hold GKCC harmless, defend GKCC against all claims, demands, and/or lawsuits, and to indemnify the GKCC, its employees or agents from any and all claims bodily injury/loss of life, mental injury, damage or loss of use of tangible or intangible property which may be imposed upon the GKCC, its employees or agents resulting from, or arising out of, or in any way connected with, the use of the facilities or other City property, or services provided by the GKCC with respect hereto, or the performances of the contract by
22. The Applicant/Renter understands and agrees that it will not discriminate against any employee because of race, religion, color, national origin, gender, sexual orientation, age, marital status, pregnancy, height, weight, familial status, disability, or political affiliation.

Each party acknowledges it has read this Agreement, understands it, and agrees to be bound by its terms.

Applicant/Renter

Signature

Date

Printed Name

Gerry Kulick Community Center Rental Staff

Signature

Date

Printed Name