

GRASS RIVER CENTER USE POLICY

I. POLICY

GRASS RIVER CENTER is a public building. It is the policy of GRASS RIVER NATURAL AREA, INC. (GRNA, Inc.) to encourage the use of the GRASS RIVER CENTER as a meeting place, as well as a place for private gatherings such as birthday parties, weddings, corporate meetings or retreats and community/nonprofit meetings. GRNA, Inc. has established this Use Policy for reserving and utilizing the GRASS RIVER CENTER.

II. DEFINITIONS

Applicant shall mean the person, corporation or entity entering into a Rental Agreement, attached hereto as **Exhibit A**, for use of the GRASS RIVER CENTER or part thereof.

Damage/Cleaning Deposit shall mean the sum paid by the Applicant as set-forth in Paragraph IV of this Policy.

Down Payment shall mean the non-refundable sum paid by the Applicant to reserve its use of the GRASS RIVER CENTER.

Event means the entire period for which the Applicant has rented the GRASS RIVER CENTER, including any set-up or clean-up periods.

Event Supervisor shall mean the person designated by the GRNA, Inc. to unlock, lock and inspect the GRASS RIVER CENTER for an Event.

Fee shall mean all amounts, including the Hourly Fee, Down Payment and Damage/Cleaning Deposit charged by the GRNA, Inc. for use of the GRASS RIVER CENTER and as described in Paragraph IV of this Policy.

Rental Agreement shall mean that agreement executed by the Applicant and GRNA, Inc. for use of the GRASS RIVER CENTER. The Rental Agreement form is attached as **Exhibit A**.

Resident shall mean those individuals who reside in Antrim County.

III. SCHEDULING PROCEDURES/FEE PAYMENT

The primary use of the GRASS RIVER CENTER will be for the official business of GRNA, Inc., including educational programming, meetings, and events. When the GRASS RIVER CENTER is not in use for primary GRNA, Inc. purposes, the facility will be available for rental on a first-come, first-serve basis. The GRNA, Inc., in its sole discretion, shall have the right to refuse the use of the GRASS RIVER CENTER by any Applicant.

- 1) **Reservations.** The Director of GRNA, Inc., or a person designated by GRNA, Inc., shall be responsible for scheduling any Event held at the GRASS RIVER CENTER. All requests for use must be submitted to the Director on the approved Rental Agreement form. No reservations will be made prior to receipt of the completed Rental Agreement and Down Payment. Events held at the GRASS RIVER CENTER may not conflict with regular GRNA, Inc. educational programs, meetings, programs, or events.

- 2) **Payment Due Date.** Full payment of the Hourly Fee and the Damage/Cleaning Deposit are due fifteen (15) days prior to the Event. If any of the Fee is not paid when due, the GRNA, Inc. shall have the right to terminate the Rental Agreement and allow another applicant to use the GRASS RIVER CENTER. In addition, the GRNA, Inc. shall have the right to keep the Down Payment as liquidated damages.
- 3) **Sublet or Transfer.** The Rental Agreement or rental privileges may not be transferred or assigned, nor may the GRASS RIVER CENTER be sublet. The use of the GRASS RIVER CENTER is restricted to the hours and intended use of the hall as stated on the Rental Agreement. The GRNA, Inc. shall have the right to terminate a Rental Agreement if any Applicant misrepresents the purpose of an event.
- 4) **Cancellation.** In the event of a cancellation, the Director should be notified as soon as possible. Cancellation will result in forfeiture of the Down Payment. Cancellations received within fifteen (15) days of the Event will result in forfeiture of the full Usage Fee; however, the Damage/Cleaning deposit will be refunded.

IV. USAGE CATEGORY FEES

- 1) **Usage Fees.** The Usage Fees for rental of the GRASS RIVER CENTER are as follows:

Residents	\$50 per hour, 2 hour minimum. \$400 maximum
Non-Residents	\$60 per hour, 2 hour minimum. \$500 maximum
Meetings	\$50
Non-profits	\$50 per hour
Governmental Agencies	No charge

- 2) **Down Payment.** A down payment equal to one-fourth (1/4) of the total Usage Fee shall be payable by check with the Applicant's execution of the Rental Agreement. In no event shall the GRNA, Inc. be obligated to refund any portion of the Down Payment.
- 3) **Damage/Cleaning Deposit.** If a damage/cleaning deposit is required, it will be in the amount of \$500.00 and must be paid by separate check fifteen (15) days prior to the date of use. The Damage/Cleaning Deposit shall be returned to the Applicant provided: a) the GRASS RIVER CENTER is maintained in good order and has been cleaned according to the rules and as directed; b) no claims by the GRNA, Inc. for damage/cleaning have been made; c) the Applicant has paid in full all Fees; and d) the covenants as set-forth in this Policy were adhered to.
- 5) **Waiver.** The Executive Director, with the consent of GRNA, Inc.'s President, may waive or reduce usage fees.
- 6) **Returned Checks.** Checks returned for non-payment are subject to a service charge not exceeding \$30.00.

V. INSURANCE AND INDEMNIFICATION

- 1) **Insurance.** Applicant may be required to provide the GRNA, Inc. with a certificate of liability coverage through their homeowner's insurance policy, with a minimum coverage of \$500,000. This certificate of insurance must name GRNA, Inc. and the County of Antrim as an additional insured for their Event.
- 2) **Indemnification.** Applicant hereby agrees to indemnify and hold harmless GRNA, Inc. and the County of Antrim, their Board, employees, or contractors, against all claims, damages or causes of action for damages and related expenses arising out of or brought on account of injury to any person or persons, property, or loss of life resulting from Applicant's occupancy and use of the GRASS RIVER CENTER and its operations therein. The Applicant agrees to sign the Indemnification Form attached as **Exhibit B**.

VI. GENERAL POLICIES AND PROCEDURES

- 1) **Rental Hours.** The GRASS RIVER CENTER may be available for rental during the following hours:

Sunday – Thursday 6:00 a.m. to 10:00 p.m.
Friday – Saturday 6:00 a.m. to 11:00 p.m.

Guests should leave the GRASS RIVER CENTER so that clean up can be completed and the GRASS RIVER CENTER vacated by the end of the rental hours, as stated in the Rental Agreement.

- 2) **Decorations.** The Applicant must consult with the Director regarding any decorating plans. Candles used by the Applicant must be enclosed in hurricane glass, vases or other receptacles. All enclosed candles must be approved by the GRNA, Inc. **NO OPEN CANDLES ARE ALLOWED.**

Decorations, banners, or signs may not be affixed with nails, pushpins or similar devices. Nothing may be affixed to painted walls. Permanent signage provided by the GRNA, Inc. may not be removed and/or covered up. Confetti, rice, birdseed or other like items are prohibited within the GRASS RIVER CENTER or the surrounding property.

All decorations, supplies and property of the Applicant must be removed prior to the closing time of the Event. If the GRNA, Inc. stores anything for the Applicant following the Event, an additional Fee may be deducted from the Damage/Cleaning Deposit.

- 3) **Food Preparation.** The GRASS RIVER CENTER does not have kitchen facilities. Serving food that was prepared off-site may be allowed if approved in advance. On-site food preparation is prohibited under Health Department regulations. Under no circumstances shall food, food particles, grease, oils, food by-products or other inappropriate substances be deposited into the GRASS RIVER CENTER plumbing system, whether through the kitchen sink, bathroom facilities, or otherwise. All waste generated from or during an event must be

removed from the premises. GRASS RIVER CENTER outdoor waste receptacles/dumpsters are not to be used.

A licensed, professional caterer is required for events where meals will be served. In such instances, all Health Department regulations must be followed.

After use, the sinks, counters and areas used for serving food must be cleaned and left in good order. A list of specific cleaning responsibilities may be provided or posted at GRASS RIVER CENTER. If the sinks, counters and areas used for serving food are not properly cleaned, there will be a charge deduction from the Damage/Cleaning Deposit.

- 4) **Alcoholic Beverages.** Consumption, use or possession of alcohol is prohibited in the GRASS RIVER CENTER and on the property.
- 5) **Security/Supervision.** GRNA, Inc. reserves the right to determine if a security and/or sheriff's officer will be needed in connection with the Event, and the number of officers required. At the sole cost and expense of the Applicant, Applicant shall retain the services of a security and/or sheriff's officer as required. If GRNA, Inc. determines that a security and/or sheriff's officer is required and Applicant fails to retain a security and/or sheriff's officer, GRNA, Inc. shall have the right to terminate the Rental Agreement.
- 6) **Clean up.** The Applicant is responsible for cleaning the GRASS RIVER CENTER and must return it to at least the same condition it was before the rental. A list of specific cleaning responsibilities is attached to this Rental Policy as **Exhibit C**. All waste generated from or during an event must be removed from the premises. GRASS RIVER CENTER outdoor waste receptacles/dumpsters are not to be used.
- 7) **Disorderly Conduct.** Disorderly conduct of any kind is prohibited and any person engaging in disorderly conduct is subject to being ejected from the premises. The Applicant shall be solely responsible for supervising the conduct of those attending the Event and is financially responsible for any damages caused.
- 8) **Safety.**
 - No furniture, decorations, or other items may be placed in such a way as to block the exits.
 - The capacity of the GRASS RIVER CENTER is 200, without tables. The Applicant is responsible for assuring the GRASS RIVER CENTER does not become overcrowded.
 - No open flames, sparklers or fireworks are permitted in the GRASS RIVER CENTER or on the grounds, except in approved areas and only with prior written approval.
- 9) **Assumption of Responsibility.** The Applicant assumes full responsibility for the appropriate conduct of all the group members and guests at the GRASS RIVER CENTER during rental hours. The Applicant also assumes full responsibility for any loss, breakage or damage caused to the GRASS RIVER CENTER, its contents or grounds. Neither GRNA, Inc. nor the County of Antrim is liable for any loss, damage, injury or illness suffered during the use of the GRASS RIVER CENTER by the Applicant or the guests. Neither GRNA Inc.

nor the County is responsible for any items that are left at the GRASS RIVER CENTER by the Applicant or guests.

- 10) **Sound Levels.** Sound levels must be controlled so as to not cause damage to the GRASS RIVER CENTER or to unreasonably disturb neighbors. No outdoor music is allowed without prior written approval.
- 11) **Parking.** Guests must park vehicles and equipment only in the parking lot and other areas designated by GRASS RIVER CENTER. No parking is allowed on the lawn or sidewalks, or in any way that causes damage to the grounds or interferes with traffic or safety.
- 12) **Charging Admission.** The Applicant may not charge admission for the Event unless approved by the GRNA, Inc.
- 13) **Tobacco/Smoking.** The GRASS RIVER CENTER is a tobacco-free building and grounds. No smoking or any other use of tobacco or tobacco products is allowed in the GRASS RIVER CENTER, under the pavilion, or anywhere on the property.
- 14) **Gambling.** Gambling of any nature or manner without a permit is prohibited.
- 15) **Event Supervisor.** The Director shall coordinate arrangements with the Event Supervisor. This person will open the GRASS RIVER CENTER, inspect the facility both before and after the Event, lock the GRASS RIVER CENTER after the Event, and be the primary contact for any issues that arise during the Event. Should the Event end prior to the scheduled ending time, the Applicant must notify the Event Supervisor and remain on-site until the Event Supervisor arrives to inspect the premises and close the GRASS RIVER CENTER. The Event Supervisor will provide the Applicant with their name and contact information at the start of their rental.

VII. MISCELLANEOUS

Completion of the Use Policy Agreement constitutes Applicant's acceptance of the terms and conditions of this policy. The Applicant assumes full responsibility for any damage caused in connection with the Event and for the actions of those who attend the Event. If the Applicant is a corporation or entity, an officer or agent of the corporation or entity must be designated on the Use Agreement as the responsible person for the rental, although doing so does not limit the liability of the corporation or entity for the rental or what occurs during the Event.

EXHIBIT A

RENTAL AGREEMENT

Event Date: _____ Type of Event: _____

Rental Hours: Starting time _____ Ending time _____

APPLICANT

☐ Resident ☐ Non-Resident ☐ Non-Profit

Applicant Name			
Contact Person		Phone	
Address	City	State	Zip
E-mail Address			

FEES

Applicant agrees to pay by the due date all fees noted below and as outlined in the Rental Policy.
Applicant acknowledges that failure to pay said fees by the due date may result in forfeiture of the down payment and cancellation of this Rental Agreement.

Usage Fee Calculation	Hourly Rate	Number of Hours	Total Paid

Type of Fee	Amount Due	Due Date	Date Paid
Down Payment		With Application	
Balance of Usage Fee			
Damage Deposit			

☐ NO ALCOHOL WILL BE USED, CONSUMED OR POSSESSED AT THIS EVENT.

INSURANCE ☐ **Not Required**

Applicant shall provide a Certificate of Insurance (COI) showing liability coverage through their homeowner's insurance policy with a minimum coverage of \$500,000. This COI must name Grass River Natural Area, Inc. and the County of Antrim as an additional insured.

Name of Carrier	Amount of Coverage	COI Due Date	Date Received

☐ Indemnification☐ Insurance COI☐ Checklist☐ Full security deposit refund☐ Partial security deposit refund of \$ _____

Reason: _____

Authorization: _____

GRNA, INC. RENTAL POLICY

Applicant acknowledges that they received, read, understand and agree to abide by all conditions noted in the GRNA, Inc. Rental Policy. If there is a conflict between this Rental Agreement and the GRNA, Inc. Rental Policy, the GRNA, Inc. Rental Policy will prevail.

Applicant_____
Date*Rental Approved by:*_____
Director_____
Date*Special Conditions:*

EXHIBIT B

RENTAL INDEMNIFICATION FORM

APPLICANT: _____

TYPE OF EVENT: _____

EVENT DATE: _____

The above-named Applicant agrees to protect, defend, indemnify and hold harmless Grass River Natural Area, Inc. and the County of Antrim against and from all claims arising from the negligence or fault of the above-named Applicant or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above-identified Event.

☐ Applicant agrees to provide a certificate of insurance to Grass River Natural Area, Inc. and the County of Antrim that provides evidence of general liability coverage of not less than five hundred thousand dollars (\$500,000) per occurrence.

Applicant also agrees, with respect to this Event, to have Grass River Natural Area, Inc. and the County of Antrim named as an "Additional Insured" on its general liability policy for any and all claims which arise out of Applicant's Event or are brought against Grass River Natural Area, Inc. and the County of Antrim by Applicant's employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organization members or associates. Applicant also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against Grass River Natural Area, Inc. and the County of Antrim.

If Applicant is not required to provide a certificate of insurance, or if Applicant fails to comply with paragraph three above (general liability policy), then the above-named Applicant agrees to protect, defend, hold harmless and fully indemnify Grass River Natural Area, Inc. and the County of Antrim for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above-identified Event that is brought against Grass River Natural Area, Inc. and the County of Antrim by the above-named Applicant or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of Grass River Natural Area, Inc. and the County of Antrim, its employees or agents, or the negligence of any other individual or organization.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

SIGNED BY: _____
(MUST BE AN OFFICIAL AGENT OF APPLICANT)

NAME (please print): _____

DATE: _____

EXHIBIT C

List of Clean-Up Responsibilities

Meeting Room

- ☐ Wipe down all tables and chairs
- ☐ Return tables and chairs to their original configuration
- ☐ Remove all decorations
- ☐ Clean any spills or soiled areas
- ☐ Sweep floors
- ☐ Empty all trash containers

Kitchen

- ☐ Remove all items from the refrigerator, sink and microwave
- ☐ Wipe down the refrigerator's interior and exterior
- ☐ Clean all countertops and sink
- ☐ Sweep the floor
- ☐ Empty all trash containers
- ☐ Clean any spills or soiled areas

Outdoors

- ☐ Remove any refuse left under pavilion and on lawn
- ☐ Remove all decorations