

FENNER NATURE CENTER

GROUNDS AND FACILITIES RENTAL AGREEMENT

Rental Date: _____ Rental Contract Prepared By: _____ Date Prepared: _____

Name of Authorized/Responsible Person: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Alt. Phone: _____ Email: _____

Driver's License Number: _____

Rental Time Frame – From: ____ to ____, with an additional 30 minutes for set-up and 30 minutes after for clean-up at no charge

Fee Based on Renting _____ (rooms/facilities) at Fenner Nature Center, and approximately _____ people will be attending.

\$ _____ Amount Owed for Rental

\$ 100 Refundable Security Deposit

\$ _____ Additional Program/Services as Stated Below

\$ _____ Total Amount Owed

\$ _____ Deposit to Hold Reservation

\$ _____ Balance Due by _____ (date)

Additional Programs/Services Requested:

A *reservation deposit* will be required to reserve the requested date and time for the facility rental. This amount is equal to one half of the total rental fee. The balance is due **TWO WEEKS** prior to the actual rental date.

A separate fully-refundable *security deposit* is also required and will be refunded within one week following the rental, upon inspection by Fenner staff.

THIS AGREEMENT is made and entered into on the date shown above by and between **FENNER CONSERVANCY**, 2020 E. Mt. Hope Ave., Lansing, MI 48910, hereinafter called Lessor, and Lessee listed above, hereinafter called Lessee. For the consideration hereinafter stated, Lessor agrees to let the Lessee use and occupy the above-referenced space subject to the terms and conditions set forth in this agreement.

TERM: The term of this Agreement shall begin on the rental date listed above at _____ AM/PM. Room rental charges will apply to all rooms used for meetings and exhibit space. It is acknowledged by the Lessee that Fenner Nature Center is a city (public) park, and the general public may encroach on and not be restricted from outdoor areas that are being used for the function or event. All rent paid is non-refundable, and the minimum rental period is _____ hours. All functions must end no later than _____ AM/PM and be vacated from the rented premises by _____ AM/PM. Management reserves the right to limit noise volumes for the consideration of other visitors.

PAYMENT: A reservation deposit and additional security deposit, along with the signed agreement, are required when reservations are made. A deposit equal to 50% of the rental fee referenced above is required to confirm the reservation. The additional \$100 security deposit shall be held by Fenner Conservancy until an inspection for damages to the grounds and facilities has been completed and any applicable refund will be released within one week following the rental. Credit card information that is collected for the security deposit will be locked in the safe and shredded within one week following the rental. The rental balance must be paid two weeks prior to the rental.

SPACE: The Lessee agrees to communicate room specifications such as number of chairs, table arrangement, A/V needs, etc. to Fenner Nature Center staff at least two (2) weeks in advance of the rental. The use of nails, pins, staples, etc. is not permitted on or in the walls of any buildings or structures. Lessor reserves the right to limit the use of tables, chairs, and other equipment to activities that are safe and will not damage or destroy equipment.

EXTENDED USE CHARGE: The Lessee shall pay the Lessor an extended use charge of \$100.00 for each hour or portion of an hour after the end of the lease period that Lessee has failed to vacate the rented facility. The liability to pay the Extended Use Charge does not in any way extend the lease term, is not liquidated damages, and is intended as a penalty against the Lessee for retention and/or use of the facilities in excess of the lease terms. Payment of the Extended Use Charge shall not preclude the Lessor from asserting any other rights against the Lessee. The Extended Use Charge is due and payable at the end of each hour for which the charge is assessed.

ALCOHOL: Alcohol is not allowed at Fenner Nature Center, including in all buildings and on the grounds, unless all requirements of Lansing City Ordinance 608.04 have been met and approval for sale or consumption of beer and wine (no other forms of alcohol are permitted) has been granted by the Mayor. Requirements include, but may not be limited to:

- For sales, a special license from the Michigan Liquor Control Commission
- Filing of proof of insurance with the City Clerk, listing the City of Lansing AND Fenner Conservancy as additional insured
- A plan for providing adequate security

The City of Lansing provides all approvals or rejections. Lessee shall provide Lessor with copies of all approvals prior to the event.

SPECIAL EVENTS: Significant coordination is required to make sure that events are safe and enjoyable for everyone from beginning to end. Because Fenner Nature Center is a City of Lansing Park, the City of Lansing requires a Special Events Permit Application (SEPA) for events such as:

- Parade/March
- Run/Walk
- Festival on a street or in a City park or parking lot
- Street Closure
- Neighborhood Event
- Concert

Information on the SEPA process, including an online application, can be found at: www.cityoflansingmi.gov/sepa.

DAMAGE TO FACILITIES/GROUNDS: Should damage occur to the facility or grounds as a result of this rental, the Lessee shall be responsible for all costs of repair. This includes damage to equipment, furniture, appliances, etc. If necessary, the \$100 security deposit will be used to cover the cost of repair and/or replacement of damaged items, and if the deposit amount is not sufficient to cover said costs, the Lessee shall be responsible for paying the difference to Fenner Conservancy.

LESSEE SHALL INDEMNIFY LESSOR: Lessee hereby acknowledges that it has sole responsibility for the acts of Lessee and Lessee's members, guests, or invitees. Specifically, but without limitation, Lessor shall not be responsible in any way for any injury or damage caused by the Lessee Sub-Lessee, or third parties, whether caused by the acts of these parties, or the failure to act which may give rise to a claim for loss or damage. Lessor shall not have or incur any liability for agents, employees, invitees, guests, or any members of the public during the term of this lease. Lessee is solely responsible for the supervision of all guests, including those that are underage and those with special needs. Lessee agrees to indemnify and hold harmless the Lessor for any such loss arising from any claims, including attorney's fees, but only to the extent caused by, arising out of, or directly related to the activities of the Lessee.

LESSOR'S REMEDIES/CONDITION OF PREMISES: All remedies available to the Lessor at law and under the terms of this agreement are cumulative. Lessee agrees that the facility or facilities leased, plus all common areas such as patios, parking lots, trails, and natural areas are all subject to this agreement.

ASSIGNMENT AND SUBLEASE: Lessee shall not assign this agreement or sublet the whole or any portion of the space rented hereunder without prior written approval of the Lessor.

TERMINATION AND CANCELLATION: Lessee may cancel this lease *by written notice* to the Lessor thirty (30) calendar days prior to the event for a full refund of all deposits paid. In the event of cancellation by the Lessee less than thirty (30) calendar days prior to the event, the Lessee shall forfeit the deposit. If the rental was booked less than 30 days prior to the date and is cancelled, the Lessee shall still forfeit the deposit. The Lessor may cancel upon written notice to the Lessee and return the deposit at any time, with or without cause. Upon written notice, the Lessee or the Lessor may be excused from performing any agreement due to acts of God, war, government regulations, natural disaster, fire, strikes, civil disorders, and/or other emergencies making it illegal or impossible to provide the facilities.

GENERAL PROVISIONS: This agreement may not be amended except in writing signed by both Lessee and Lessor. Time is of the essence of this agreement. No waiver or failure to enforce any provision of this agreement by the Lessor shall be deemed a waiver of any subsequent breach of such provision. In the event any provision of this agreement shall not be held valid or enforceable, it shall not affect the validity or enforceability of the remainder of this agreement. This agreement supersedes all prior discussions of the parties and embodies the entire understanding of the parties. Lessee will be responsible for the payment of Lessor's reasonable attorney's fees if Lessor engages or retains an attorney with respect to the enforcement of the discussions of the provisions of this agreement for collection of any sums due, whether or not it is necessary to file legal proceeding for such enforcement collection, and all costs and expenses of the same.

LESSOR'S DISCLAIMER OF ALL LIABILITIES IS HEREBY ACKNOWLEDGED AND ACCEPTED BY LESSEE, AND BY SIGNING HERE, LESSEE ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS AND AGREES TO THE ABOVE.

FENNER CONSERVANCY

By: _____

Date: _____

LESSEE

By: _____

Date: _____