

**PARKS AND RECREATION DEPARTMENT
WINTER CITY FOREST CHALET RENTAL AGREEMENT**



This Rental Agreement is entered into between the City of Midland, a Michigan municipal corporation, of 333 W. Ellsworth, Midland, Michigan 48640 (hereinafter referred to as "City") and _____ (hereinafter referred to as "Renter"). It is agreed between the parties that upon the date of reserving your event:

- The chalet will be available up to fifteen (15) minutes prior to the Rental Period.
 - Payment is due with signed rental agreement within seven (7) days of making the reservation. Payment can be made online, in person or via postal mail. Checks are made payable to the City of Midland and mailed to the Parks and Recreation Department at 4811 N. Saginaw Road, Midland, Michigan 48640. If paying online the Parks and Recreation Office can direct you on how to pay on your account once the reservation has been made. *****Note: One hour of the rental fee will be retained in the event of a cancellation, regardless of weather conditions.*****
 - All state and local laws and ordinances, including the City of Midland Park Rules and Regulations, shall be followed at all times.
 - Fires shall only be lit in the existing fireplace or fire ring.
 - At the discretion of the Director of Parks and Recreation, a guarantee in the form of a bond, letter of credit or proper insurance coverage may be required in an amount deemed appropriate for said rental activity.
- 1) Alcohol on premises. Beer and wine are permitted with the following provisions:
- a) Any sale of alcoholic beverages or admission charges to an event at which alcohol is served must be approved, in advance and in writing, by the Midland City Council.
 - b) Appropriate licenses and insurances as determined necessary shall be provided by the Renter.
 - c) The sale of alcoholic beverages, if approved as above, shall be by individual drink only and drinks shall be consumed on the premises. The sale of beer and wine in unopened containers is not permitted.
- The Renter shall be responsible for the cost of any damage, including repair and cleaning, incurred to the Rental Property during the Rental Period. The building and grounds shall be turned back over in a clean and undamaged condition. Should the City of Midland find it necessary to clean the building or grounds due to the Renter's activity, there shall be a minimum fee of \$100.00 with additional cleanup fees when necessary. Any amounts claimed due and owing shall be paid within thirty (30) days of issuance of an invoice.
 - The Renter hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City of Midland, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers and others working on its behalf, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the use of the Rental Property.
 - Each party has read and understands the rights and obligations under this Rental Agreement and each party has had the opportunity to consult with all those advisors deemed necessary. If any single provision of this Rental Agreement is deemed invalid, it does not affect the other provisions as set out above.
 - There are no other understandings either written or oral other than what is set out above. Any changes or modifications of this Rental Agreement must be in writing and signed by all parties.

Rental Period: Date: _____ Hours: _____

Renter (Print Name)

Signature

Contact Telephone Number

Today's Date

Parks and Recreation, Staff

Date