



# DUNDEE OLD MILL BANQUET HALL

242 Toledo Street ♦ Dundee, MI 48131

(734) 216-5601 Scott Heck

## APPLICATION AND RENTAL LEASE AGREEMENT

Old Mill Banquet Hall (seats up to 250 persons), hereafter referred to as the "Large Hall".

Organization / Person Requesting Use: \_\_\_\_\_  
(Referred to herein as Lessee)

Responsible party: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Email: \_\_\_\_\_

Second person in charge: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone \_\_\_\_\_ Email: \_\_\_\_\_

Day(s) and date(s) requested: \_\_\_\_\_

Time will event start: \_\_\_\_\_ Time will the event end: \_\_\_\_\_

Type of event for which use is requested: \_\_\_\_\_

Estimated number of attendees at event: \_\_\_\_\_

Hours prior to the start of the event you need access to the Large Hall. \_\_\_\_\_

If a non-profit organization, have you applied for a liquor license?  Yes \_\_\_\_\_  No.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Dundee Old Mill Banquet Hall Representative Signature

**This lease is subject to the usage policy and terms set forth on the following pages.**

**Payment by credit card, money order or check made out to Historical Preservation Society of Dundee (HPSD).**

OFFICE USE			
RENTAL FEE:		CONSULT FEE SCHEDULE PAGE 5	
INDIVIDUAL OR FOR PROFIT		AMOUNT: SEE FEE SCHEDULE	\$ _____
NON-PROFIT WITH-IN VILLAGE		AMOUNT: SEE FEE SCHEDULE	\$ _____
NON PROFIT OUT SIDE VILLAGE		AMOUNT: SEE FEE SCHEDULE	\$ _____
DEPOSIT		AMOUNT: SEE FEE SCHEDULE	\$ _____
CLEANING FEE		AMOUNT:	\$ 100.00
DATE PAID:	___CHECK-MO ___CREDIT CARD	TOTAL AMOUNT PAID	\$ _____

## USAGE POLICY AND TERMS OF RENTAL:

1. **General Policy.** The Large Hall, like all indoor and outdoor recreational facilities owned by the Dundee Village, is maintained and equipped for the purpose of benefiting the public by providing opportunities for recreational activity. When available in accordance with this policy, the Large Hall's facilities will be open for reserved use by members of the public and community organizations for uses and activities meeting the criteria outlined in this policy. It is the Village's policy that the provision of the facilities shall not be for profit and that fees charged for use of the facilities shall be only as are necessary to operate, staff and maintain the facilities.
2. **Authority.** Facility manager under the direction of the Historical Preservation Society of Dundee shall schedule the use of the Large Hall's facilities in accordance with this policy.
  - a. **Facility Availability and Usage Conditions.**
    - i. *Facilities and Hours:* The Large Hall, along with the other available amenities, will be subject to reserved use when they are available as determined by the facility manager and the HPSD.
    - ii. *Scheduling:* May not be requested earlier than one calendar year in advance (i.e., you can make a 2024 reservation beginning 1/1/2023). In all cases, scheduling decisions made by the facility manager shall be final.
  - b. **Prohibited Purposes.** It is the policy of the Village that the Large Hall will not be made available to any individual or entity for his/her/its use on a recurring, single- or multi-day basis if the purpose of such use is the individual's or entity's conducting of a business operation (example: restaurant, cafe, store, etc.). In the event of any question regarding a particular use the decision of the facility manager shall be final.
  - c. **Non-Profit Group Usage.** Non-Profit groups in the Dundee Village are given a discounted rate of \$200 weekday (Monday – Thursday) or \$300 weekend (Friday-Sunday) rental one time per calendar year for large fundraisers or community events. Additional requests need to be reviewed by the Village Council. Groups will be asked to furnish proof of their non-profit status or other information at the request of the facility manager.

**All fees for civic group usage or special events such as blood drives can be waived at the discretion of the Village Manager or Village Council.**
  - d. **Excluded Groups/Events.** Permission for use will not be granted for the following activities or events.
    - i. Children or young-adult activities with insufficient supervision.
    - ii. Events not in compliance with Village ordinances and/or State law.
    - iii. Events not in compliance with the guidelines set forth in this Usage Policy.
3. **Responsibility.** Groups and individuals reserving the Large Hall shall abide by the following regulations:
  - a. **Damages**
    - i. Each individual or group using the Large Hall shall accept full financial responsibility for all usage fees and for all damage to or loss of Village-owned equipment or facilities, including all costs and fees, if any, incurred by the Village in collecting such fees and damage charges.
    - ii. Damage charges shall be invoiced by Dundee Village and shall be paid in full no later than one (1) month after the date of invoice. All such charges must be paid before the individual or group will be granted future use of the Large Hall. All damage charges will be fully pursued by the law.
  - b. **Liability.** Neither the Village, Historical Preservation Society nor the facility manager shall be liable for any loss, theft, personal injury, or property damages that may occur to any member(s) of any group or individuals while on the Large Hall premises. Users shall execute a release of liability in a form acceptable to the Village Attorney.
  - c. **Smoking Policy.** The Large Hall is a Smoke-Free Environment with smoking strictly prohibited. Violations may result in cancellation of event, forfeiture of deposit, and/or prosecution.

- d. **Usage Time.** Unless specifically arranged otherwise with the facility manager, the facility will be available for renters until 12 midnight each day at the latest.  
The facility manager may approve or disapprove requests for later closing times in its sole discretion and may condition the granting of any such request upon payment of such additional fees as deemed reasonable and appropriate.
- e. **Inappropriate Usage.** At any point during a function or event, an agent of the Dundee Village may terminate the function or event before the scheduled ending time at the discretion of the Village agent without rescheduling the event or refunding any part of the use fee. The following is a nonexclusive list of possible reasons for termination of an event in progress:
  - i. Violence
  - ii. Vandalism
  - iii. Drug use
  - iv. Excessive noise (after receipt of warning)
  - v. Refusal to comply with any part or term of the Application and Agreement or the Usage Policy
  - vi. Violation of any Village, state, or federal law.
- f. **Building Clean-Up.** Post-event cleaning is the responsibility of the facility manager.
- g. **Event Set-Up.** The facility manager staff will set up and take down the room. Users must inform the facility manager of the set-up arrangements at least one week before rental date using the room diagram available in this packet. Once tables are in place, they may only be moved by picking them up and moving them. ***Absolutely no dragging of the tables is allowed!*** Any damage to the floor or tables because of moving them will be deducted from the damage deposit. Users are not required to and should not take down tables and chairs at the end of the rental period.
- h. **Equipment Delivery.** Unless special arrangements have been made and approved, all deliveries to, and pick-ups from The Large Hall must be on the date of the event.
- i. **Catering.** All caterers and food handlers must comply with Village and State licensing and Public Health rules and requirements. Renters are responsible for the actions of their caterers.
- j. **Limitations.** No person occupying or using the Large Hall in connection with an event reserved pursuant to this Usage Policy shall carry, serve, or consume any food or beverage in any part of the Old Mill other than the Large Hall.

#### 4. **Alcoholic Beverages.**

State of Michigan Law states that alcohol can only be served through an approved one (1) day liquor license, issued to a non-profit organization or with a catering service that holds a valid traveling liquor license. Must provide proof of license fourteen (14) day prior to the event.

#### 5. **Decorating.**

- a. All decorating shall be done on the day of the event.
- b. No signs, banners or other articles may be affixed or attached to walls, doors, posts, tables, ceiling, or floors by means of staples, tape, nails, or any other type of affixing material. Freestanding decorations are permitted.
- c. If posting directional signs around the Village, the Dundee Village Sign Ordinance must be followed. The ordinance states that signs may not be put in the greenbelt (area from sidewalk to the street), posted on traffic signs, telephone poles or trees. **All signs must be removed after event is over.**
- d. No fog machines may be used. The machines will set off the fire alarm system in the building.
- e. Candles. In the Large Hall candles must be in an enclosed container.
- f. Other decorations. No glitter, no powders and no exploding devices of any type or kind are permitted in the Large Hall.

**6. Use Fees.**

- a. **Authority.** The usage fees, which are found on page 5 of the rental agreement, are set by the Historical Preservation Society of Dundee and officially listed in the Dundee Village fee schedule. Fees are studied and realigned on a yearly basis.
- b. **Early Entry.** If within 2 weeks of the date of the event the hall is not rented by another party, early access the night before can be granted for an additional fee for individuals or for-profits. This fee is waived for non-profits.
- c. **Deposits.** A refundable deposit of one-half of the rental fee (rental fee schedule shown on page 5) must be made at the time of submission of rental agreement. **Hold Harmless and Indemnification.** In consideration of the ability to use Large Hall, I/we, for myself/ourselves and for my/our agents, representatives, heirs and assigns, and the organization, if any, on whose behalf I/we have requested its use, do hereby expressly agree to defend, indemnify and hold harmless, and further hereby do expressly demise, release and forever discharge the Village of Dundee, Historical Preservation Society of Dundee , the facility manager and its officers, officials, employees, agents, representatives, successors and assigns, from and against any and all liabilities, losses, claims, suits, judgment, damages, costs, expenses, legal fees, and controversies of every and any kind, known and unknown, suspected and unsuspected, at law and in equity, which may now or in the future be asserted against all or any of them and which arise out of or pertain in any way, directly or indirectly, to my/our use of the Large Hall and/or to the negligence of the Village of Dundee , Historical Preservation Society of Dundee, facility manager and/or any of its officers, officials, employees, agents or representatives.
- d. **Rental Fee.** The rental fee schedule is listed on page five (5) of this agreement. Rental fees are non-refundable upon cancellation of an event.
- e. **Cleaning Fee.** A \$100.00 after event cleaning fee must be paid upon signing of rental agreement.

By signing this Application and Rental Agreement, I/we acknowledge that I/we have read it in its entirety and that I/we have received a copy of the Large Hall Usage Policy, which is incorporated into this Application and Agreement and agree that I/we, and my organization, if any, will abide by that Policy and will pay all usage fees and damage assessments when due, including all costs and fees incurred by the Village of Dundee in their collection. I/we further acknowledge that no reservation exists until confirmed in writing by receipt; and that any misrepresentation in this Application and Agreement may result in cancellation of reservation and/or forfeiture of all deposits.

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Lessee Signature

## RENTAL RATES

<b>Individuals or For-Profits</b>	<b>Rental Rate</b>
Mon – Thurs. rental	\$300
Friday-Sunday rental	\$600
Early entry (see 6b)	\$300
<b>Non-Profits within the Village of Dundee</b>	<b>Rental Rate</b>
Mon – Thurs. rental	\$175
Friday-Sunday rental	\$225
<b>See Section 2c for additional information regarding non-profit rental.</b>	
<b>Deposit - Refundable</b>	One-Half of Rental Fee
<b>After Event Cleaning Fee</b>	\$100

Fees shall be paid as follows:

The deposit, cleaning fee, and rental fee must be paid in full upon signing of rental agreement.

Deposit will be returned within two weeks following rental if no damages to the facilities or any infractions of this agreement.