

## FACILITY RENTAL CONTRACT OF STONEY CREEK RENTAL, LLC

THIS RENTAL AGREEMENT is entered into between the undersigned "Renter" and STONEY CREEK RENTAL, LLC, ("Stoney Creek") a Michigan limited liability company, who agree as follows:

1. Rental. Subject to all terms and conditions of this Agreement, Stoney Creek will make its reception hall facility located at 3093 W M-20, New Era, Michigan 49446 (the "Facility") available to Renter on \_\_\_\_\_ (the "Rental Date") between the hours of \_\_\_\_\_ and \_\_\_\_\_ (the "Rental Hours"). The Rental Hours includes all time that Renter will have possession of the Facility including preparation for Renter's event, Renter's event, and cleaning after Renter's event.
2. Rental Fee. The "Rental Fee" due for Renter's use of the Facility during the Rental Hours is \$ \_\_\_\_\_.
  - 2.1 Non-refundable Deposit. Fifty percent (50%) of the Rental Fee must be paid by Renter to Stoney Creek at the time of entering into this Agreement. The parties acknowledge that the nature of Stoney Creek's business requires long term planning and that acceptance of a rental booking may result in the loss of other potential bookings. Accordingly, this 50% deposit is non-refundable without regard to the reason for or timeliness of cancellation. Moving the Rental Date or Rental Hours is considered a cancellation. This Agreement is not effective, and Stoney Creek shall have no obligation to hold open or available any Rental Date or Rental Hours, until the 50% deposit is actually received by Stoney Creek (including bank processing and actual receipt of funds).

Draft for 50% Non-refundable deposit received: \_\_\_\_\_ (Stoney Creek initials)
  - 2.2 Balance within 30 Days. The remaining fifty percent (50%) of the Rental Fee must be paid by Renter to Stoney Creek no later than 30 days before the Rental Date.
3. Damage Deposit. Renter must also pay Stoney Creek, no later than 30 days before the Rental Date, the sum of \$ \_\_\_\_\_ as a "Damage Deposit". Stoney Creek will deposit the Damage Deposit and hold said funds (without accounting to Renter for interest) through and after the Rental Date. Within 30 days after the Rental Date (extended by the time reasonably required for Stoney Creek to have the Facility repaired and cleaned, as applicable), Stoney Creek will return the Damage Deposit to Renter, less any debits charged for the repair of the Facility or Stoney Creek's property therein, or for other charges incurred by Stoney Creek for which Renter is responsible hereunder, together with a written accounting of such debits, if any.
4. Insurance. No later than 30 days before the Rental Date, Renter must provide Stoney Creek with a copy of Renter's certificate of insurance policy (either home owners or corporate) to cover Renter's activities in and about the Facility.

5. Maximum Capacity. The maximum capacity of the Facility is 299. It is the responsibility of the Renter to ensure that this capacity limit is observed.
6. Smoke Free. No smoking is allowed inside the Facility. Renter will ensure that all cigarette butts and other refuse outside the Facility be disposed of properly. Trash left outside the Facility (including cigarette butts) may subject Renter to a cleaning fee under Section 11.1.
7. Compliance with Laws; Exits. Renter shall be knowledgeable of and shall observe and comply with all laws and ordinances at all times. No decorations or other items are to block any Facility exits at any time.
  - 7.1 Alcohol. No person under 21 years of age is to consume, possess, or be served alcohol at any time. No person shall be permitted to consume alcohol in or about the Facility so as to become legally intoxicated. Anyone showing signs of intoxication must be refused alcohol and must not be allowed to drive a vehicle. Renter must be knowledgeable of, obtain, and provide Stoney Creek with a copy of all licenses required for Renter's event relating to alcohol, specifically including any required in conjunction with selling alcoholic beverages.
  - 7.2 Additional Coverage Recommended. If alcohol is to be part of Renter's event, Stoney Creek strongly recommends that Renter purchase (in addition to the above required certificate of insurance) a "host liquor liability policy" (to help protect Renter of liability in case of off premises complications due to serving alcohol at its event).
8. Minors. Any person less than 21 years of age is considered a minor. Minor parties must be chaperoned by adults. Adult chaperones (over 21 yrs. of age) are to be in continual attendance at such activities in the ratio of at least one adult for every fifteen minors.
9. No Animals. No pets or animals are permitted to be in or about the Facility at any time.
10. Certain Renter's Breaches. Without limiting any other rights Stoney Creek may have, the following remedies will apply in the following cases of Renter's breach:
  - 10.1 If Renter fails to pay any sum of money under Section 2 or Section 3, or fails to provide the insurance required under Section 4 by the date the same is due, Stoney Creek may cancel this Agreement and retain the 50% non-refundable deposit;
  - 10.2 If Renter fails to observe any requirement of this Agreement found in Section 5 through Section 9 during Renter's event, Stoney Creek may terminate Renter's Facility privileges prior to the expiration of Renter's event and end said event, without any obligation of refund or other liability to Renter.
11. Damage; Cleaning. At the conclusion of Renter's event, and prior to expiration of the Rental Hours, Renter shall ensure that all doors and windows of the Facility are closed and locked. All lights (inside and outside) are to be turned off, except those designated

for night security lighting. All food heating appliances/devices are to be unplugged. Renter shall leave the Facility in as good a condition as the Facility was given to Renter in, and in a broom/mop clean condition. All trash must be collected and disposed of properly, and removed from the Facility. The Facility is not to be defaced in any way, for decorating purposes or otherwise (no nails, screws, etc. into walls, posts, or fixtures).

- 11.1 Damage and Cleaning Fees. At any time after the Rental Hours, Stoney Creek may inspect the Facility to determine whether there is any damage to the Facility or Stoney Creek's equipment, or whether the Facility was not cleaned properly (including cigarette butts, trash and general cleanliness). If the Facility is found to have damage from Renter's event or if Renter failed to comply with the cleaning requirements of Section 11, Stoney Creek may have the same repaired or cleaned by a third party of its choosing and assess the costs thereof to Renter together with a 25% administrative fee (equal to 25% of the actual costs of such services). Any such costs and fees may be deducted from the Damage Deposit and retained by Stoney Creek, and any remaining sums will be paid to Stoney Creek by Renter upon demand.
12. Holdover. Renter (and all related guests and other persons) must have cleaned and vacated the Facility by the end of the Rental Hours. Failure to leave the Facility by the end of Rental Hours will result in a late charge to Renter in the amount of \$\_\_\_\_\_ per hour, assessed at Stoney Creek's sole discretion. Any late fees may be deducted from the Damage Deposit and retained by Stoney Creek, and any remaining sums will be paid to Stoney Creek by Renter upon demand.
13. Costs. If Stoney Creek pays any amount for property damage, personal injury, or otherwise, which costs arise or result from Renter's failure to observe or perform any requirement of this agreement, such amount, together with all costs, damages, and reasonable attorney's fees, shall be considered an additional amount owed under this Agreement, payable by Renter upon demand. Any sum due to Stoney Creek under this Agreement which remains unpaid will bear interest from the date due at the rate of 7% if Renter is an individual, and at the rate of 12% if Renter is a business entity. The terms of this Section 13 will survive the termination or cancellation of this Agreement.
14. Indemnity: Renter shall indemnify, defend, and hold harmless Stoney Creek, its directors, managers, members, employees, agents, and affiliates and related parties from any and all losses, damages, claims, causes of actions, costs (including reasonable attorney's fees), and/or demands arising out of or relating to Renter's use of the Facility or under this Agreement in general (including but not limited to Renter's failure to strictly follow all terms and conditions of this Agreement), specifically including but not limited to the service of food or alcoholic beverages (including but not limited to underage drinking and all express terms of Section 7 and Section 7.1) in or about the Facility (or by allowing the same to take place), whether as to or by Renter, Renter's guests, licensees, or agents, or otherwise, and also including any act of negligence by any person or entity. Renter assumes full responsibility for any physical damage to the Facility or equipment therein occurring by way of Renter's use of the Facility, or this

Agreement in general. The terms of this Section 14 will survive the termination or cancellation of this Agreement.

15. Guaranty. If Renter is an entity other than an individual person, the person signing this Agreement also guarantees the terms and conditions hereof in his or her individual capacity.
16. General. This Agreement may be amended only by a writing signed by both parties. No waiver of this Agreement (or any term hereof) will be valid unless in a writing and signed by the party charged with waiver. This Agreement contains the entire understanding of the parties, and all other understandings (written or oral) are merged herein. This Agreement may be signed by facsimile and/or in counterparts and each such copy will be an effective and valid copy of this Agreement.

**RENTER:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
(include printed name if Renter is an entity)

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**STONEY CREEK**

Stoney Creek Rental, LLC, a Michigan  
limited liability company,

By: \_\_\_\_\_  
Roberta Schultz  
Its: Member