

**Moffatt Township**  
**1590 N. M-76**  
**Alger, Michigan 48610**  
**989.836.2452**

**Park Rental Agreement**

This Park & Pavilion Rental Agreement ("Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_ by and between Moffatt Township ("Township") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Renter"). The Township is the owner of a park located at 1611 Henry Street; Alger, Michigan 48610 ("Property")

**A. Reservations.**

1. Residency. To qualify for the resident rate, Renter must be a resident or property owner in Moffatt Township and be renting the Property for his/herself, son, daughter, parents, or grandparents.
2. Reservations Required. A reservation is required for any Renter to use the Property for any event or gathering ("Event").
3. Reservation Requests. A reservation request must be submitted to the Township at least 7 business days prior to the start of the Event. Requests will be considered in the order in which they are received.
4. Approval of Reservation Requests. The Township's designee will approve or deny a reservation request based on compliance with this Agreement.

**B. Rental Fees.**

1. Rental Fees. The rental rates to use the Property are further detailed in **Attachment A** below. Full payment of the rental fee at the time the reservation request is approved is required to hold Renter's rental date. No reservation is secured until the rental and security deposit fee is paid in full.
2. Holdover Fees. Renter may be charged an additional day for any person or personal property remaining on Township property after the rental period. The Township may waive this holdover fee if the Event is nearing completion at the end of the rental period. The holdover fee shall be determined annually by the Township Board of Trustees by resolution.

**C. Terms of Rental.**

1. Alcohol. If alcohol will be consumed at the Event, Renter must obtain security and liability insurance with coverage of at least \$50,000.00. The Township must be named as an additional insured on the insurance policy and provided with a Certificate of Insurance certifying the same before the Event.

2. Food. The Township is not responsible for food or drinks that are delivered ahead of the Event or left after the Event.
3. Hours of Use.
  - a. Hours. Rental hours will be from 8:00 A.M. to 10:00 P.M. Any multi-day Event must end by the time required herein on each day of the rental period. The multi-day Event may resume the following morning.
  - b. Bar. The bar must be closed at 9:00 P.M. This includes the service of all alcoholic beverages. If any resistance to cease the serving of alcohol at 9:00 P.M. or vacating the hall at 11:00 P.M. is incurred by Moffatt Township staff, the renter shall forfeit the security deposit and law enforcement will be contacted.
4. Hazardous Material. Hazardous materials will not be permitted on the Property at any time.
5. Decorations. No tape, thumbtacks, nails, staples, command hooks, or the like are to be used on walls and picnic tables during the Event. Decorations may not be attached in a manner that leaves holes, marks, scars, or otherwise damages wall and table surfaces when removed at the end of the Event. The painting of walls, ceilings, floors, or doors is not allowed.
6. Emergency Assistance. Immediately dial "911" to report any emergency medical or public safety need. Inform Central Dispatch of the emergency. To report non-emergency equipment, electrical, water, or other service problems, phone the designated contact under section 9, Clean Up.
7. Trash. All trash and garbage must be placed in the trash bins at the conclusion of the Event. This includes everything in the restrooms, parking area, and yard. Trash bags are to supplied by Renter.
8. Clean Up. All picnic tables returned to where they were found at the end of the Event. Renter is also responsible for making sure the pavilion floor is swept and that the Property is returned to the condition in which it was received by Renter or better condition. If the Property is not adequately cleaned in the reasonable discretion of the Township, the Renter will forfeit the \$150.00 deposit fee and the Township may refuse all future reservation requests submitted by Renter.
9. Occupancy. Renter agrees to conduct his/her activities on the Property so as not to endanger any person.
10. Entry and Inspection. Renter's use of the Property is non-exclusive. Township may enter at any time and for any purpose while Renter is using the Property or at any other time.

**D. Cancellation of Reservation.**

1. Notice. Any Renter with a secured reservation may cancel the reservation upon 48 hours written notice to the Township.
2. Rental Fee Refunds. Any Renter who cancels their reservation at least 48 hours in advance of the start of the reservation will be refunded their rental fee. Cancellations less than 48 hours before the start of the reservation will not be refunded.
3. Cancellation by the Township. The Township may, in its sole discretion, cancel any registration for a violation of this Agreement, or for a documented, reasonable belief that the Event will violate this Agreement.

**E. Miscellaneous.**

1. Legal. Renter will comply with all laws and ordinances and will not permit anything to be done on the Property in violation of any laws or ordinances. Renter will use the Property in a safe and careful manner. If Renter violates this Agreement, the Township may immediately terminate this Agreement without notice or refund, and Township may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.
2. Liability; Indemnification.
  - a. Liability. Renter is liable for all damages which occur while the Property is rented in their name. If damage exceeds the amount of the rental fee, Renter is liable for any additional expenses.
  - b. Indemnification. Renter hereby agrees to protect, defend, indemnify, and hold harmless the Township, its officers, directors, volunteers, employees, or their invitees from and against all claims, demands, fines, penalties, and causes of action of every kind and character, including bodily injury, death or property damage, without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any party or parties, including the sole, joint, or concurrent negligence of Renter (but excepting the sole negligence of the Township), arising out of Renter's use of the Township parks and facilities.
3. Insurance. Renter shall maintain insurance on any personal property that it brings to the Property. Renter shall also maintain liability insurance covering the sale and consumption of alcohol (if Renter is serving alcohol at the Event) as detailed herein. A copy of Renter's Certificate of Insurance must be received by the Township at least 2 days prior to the reservation, and failure to timely provide the same may result in revocation of the reservation by the Township.
4. Warranty of Authority. The person(s) executing this Agreement on behalf of Renter affirmatively represent and warrant that they have the authority to do so and, by their signature(s) bind Renter. For breach of this warranty, such persons shall be personally liable to the Township for all losses, costs, expenses, damages, or claims, including attorney fees and court costs.
5. Governing Law and Venue. This Agreement is governed by the laws of the State of Michigan.

Venue for the enforcement of this Agreement is only in Arenac County, Michigan.

6. **Severability and Enforceability.** The terms of this Agreement are severable, and if any specific term is determined to be unenforceable, the remainder of this Agreement will remain in full force and effect.
7. **Binding Effect.** The undersigned, individually, represents that he/she has the authority to bind his/her Entity to this Agreement and is signing this Agreement on behalf of the Entity and with the approval of the Entity.
8. **Assignment and Subleasing.** Renter may not assign this Agreement or sublease any portion of the Property without the express written approval of the Township.
9. **Entire Agreement.** This is the entire Agreement between the parties and may be modified only in a writing signed by both parties.
10. **Signature.** By signing this Agreement, Renter hereby agrees to the above terms of use in exchange for the use of the Property.

**RENTER**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

**MOFFATT TOWNSHIP**

(to be completed by Township official)

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

**Attachment A**

**Rental Rates for Moffatt Township Park**

| Event       | Resident/Taxpayer | Non-Resident | Deposit* |
|-------------|-------------------|--------------|----------|
| Park Rental | \$75.00           | \$125.00     | \$150.00 |

\*Deposit check will not be cashed or used if park is cleaned and undamaged. Please notify immediately of any damage or mess to park before or after rental. If necessary, Moffatt Township will hold the renter to reimbursement for any damages and or cleaning above the deposit cost.

*Agreement adopted by Moffatt Township Board Monday August 18, 2025*