

**Cedar Springs Fire Department  
Community Room  
Use Agreement**

The Community Room (C/R) use Agreement (Agreement) is made on \_\_\_\_\_, by \_\_\_\_\_ and between the Cedar Springs Fire Department, Kent County, Michigan (the Fire Station) and the undersigned, who is a resident of the Cedar Springs Community (hereinafter, the Renter).

It is understood and agreed that this Agreement constitutes a revocable license, terminable by the Fire Department immediately, with or without cause, without prior notice. Inappropriate behavior or violation of any of the terms and conditions of this Agreement may be the basis for immediate termination by the Fire Department. Renter agrees that he/she and all of Renter's invitees and guests shall immediately and peaceably leave the Fire Department property if directed to do so by a Fire or City official or Deputy Sheriff. The Renter's use of and presence on the Fire Department's property, including the Community Room C/R, shall be subject to strict compliance with all the terms and conditions of this Agreement.

In consideration of the fee and security deposit and the promises made in this Agreement, the Fire Department agrees to permit the above-named to use the Fire Station's Community Room C/R on \_\_\_\_\_, 20\_\_ from \_\_\_\_\_ to \_\_\_\_\_ (maximum 6 hour time frame) for the stated purpose of \_\_\_\_\_. The Fire Station Community Room C/R may not be used for any other purpose without the written consent of a Fire Department member or City Official. The Fire Department Community Room C/R may not be sublet.

The Renter has read and specifically agrees to all of the following:

- 1. Use of the Fire Department's Community Room.** If the C/R is available on the requested date and the Renter's use of the C/R is approved, as indicated below, Renter shall observe, perform and be liable for faithful compliance with the terms of this agreement and will be responsible for all damage to the C/R and to any persons or property, because of or arising out of, the use of the Fire Department's property by Renter or Renter's invitees and guests. Liability is not limited to the security deposit.
- 2. Damages and Liability.** The Renter will be personally liable for all damages incurred as a result of the use of the C/R, including failure to thoroughly clean the C/R. Damages incurred, including the cost necessary to clean the C/R (to be calculated at a rate of \$50 per hour, per person required to complete the cleanup), may be automatically deducted from the security deposit. If such amount exceeds the security deposit, Renter agrees to promptly pay the entire balance owed within 24 hours. The Renter takes full responsibility for all damage, accidents, personal and property injury that occur on the property arising out of or related to use pursuant to this Agreement.

The Renter will indemnify and hold harmless the Fire Department, its Fire Department members, its officials, its employees, and the City of Cedar Springs, and other members of the public on the Fire Station property from any and all loss, including attorney's fees-incurred; that may be sustained-in connection with any such damage or injury. Renter will promptly pay all such liabilities.

3. **Payment of Rental and Deposit.** The rental cost is \$30.00 per hour for the Community Room, for a minimum of 3 hours. A four-hour rental for \$100 is offered a savings of \$20.

Payment is due at the time a reservation is made. Payments are to be CASH or CHECK only. Credit cards will not be accepted by Fire Department Staff.

**The security deposit shall be \$150.00, which shall be paid before the keypad code to the C/R is picked up. The keypad code is to be picked up not more than one (1) week** prior to the scheduled rental or at such other time as indicated by the Fire Department Member. Renter is to call the office before picking up the keypad code at, 616-696-1221 or 616-745-1262. The code will be terminated at the end of your allotted time.

The security deposit must be paid by separate check / cash when the Renter is given access to the C/R. The security deposit will be returned to the Renter if no cleaning is required and there is no damage to the facilities. If damage exists or cleaning is required, the deposit will be forfeited. If damage exceeds the amount of the deposit, the Renter will be held financially responsible.

4. **Inspection.** The Fire Department or appointee shall inspect the premises after the rental. If the C/R and Fire Station premises, (including ALL bathrooms), have been properly cleaned and vacated and no damages have been incurred, Renter's security deposit will be returned within seven (7) days. If there are damages, or failure to adequately clean up, the costs of such damages or clean up shall be deducted from the security deposit. If the costs exceed the security deposit, an invoice will promptly be prepared and provided to the Renter, due upon receipt.
5. **Rules.** The attached rules governing use of Fire Station's C/R are incorporated into this Agreement. Renter hereby agrees that Renter and his or her invitees and guests shall comply with each of the attached rules.

## **Rules Governing Use of the Fire Department's Community Room**

**(PLEASE READ THESE RULES TO INSURE YOUR SECURITY DEPOSIT IS RETURNED)**

- Renter must be an adult resident (age 18 or older) of the Cedar Springs Community. The Renter agrees to be present at the rented Community Room C/R during the entire time the rented Community Room is being used.
- Reservations may be made a maximum of 180 days in advance. Exceptions may be authorized by a Fire Department member.
- Rentals by an individual or organization should ordinarily not exceed one event or rental per month. Exceptions may be authorized by the Fire Department.
- Rental is for allotted time only, which shall include set-up and clean-up. Set-up and clean-up **will not** be on the day before or the day after.
- No sitting or standing on the tables; they could break and/or collapse.
- Renter must supply all paper products, dishes, serving and eating utensils. No food items are to be left in the C/R after rental is done.
- Hot objects, such as cookware or warming trays, shall not be placed directly on tables or counter tops.
- No grill or grilling allowed inside or outside. No red or purple drinks on premises. No food or drink is allowed outside the Community Room C/R.
- No tacks, adhesive material or tape is to be used on the walls. Non-marking poster putty may be used. No use of glitter or confetti is allowed.
- Absolutely nothing allowed to be attached to the ceiling.
- The Community Room C/R, including restrooms and entry areas must be cleaned and left in the same or better condition in which it was found, all floors swept, prints, smudges and dirt are to be cleaned from all glass surfaces (i.e. doors and windows).
- All trash must be deposited in the proper containers in the C/R, including bathroom trash.
- If minors are present during the rental period, the Renter shall provide a proper number of chaperones to be present and oversee the minors' use of the premises while they are on Fire Department property.
- The Renter will use only the areas rented in the Use Agreement.
- The Renter must conduct his or her function and use the Rented Room and associated Fire Department property in accordance with all applicable federal, state and local laws and regulations. The Renter is responsible for the conduct of all persons who enter the Fire Department's property during the rental period.
- The Renter acknowledges that he/she is aware that the Community Room C/R and surrounding area, (except for the restrooms), are monitored by closed circuit recording devices.
- Smoking and the consumption of alcoholic beverages on the Fire Department's property, including the Community Room C/R, is strictly prohibited.
- No use of any flammable or hazardous material, including fireworks, candles (with the exception of a reasonable number of birthday cake candles) is allowed inside the Fire Department or on the Fire Department's property. Disposal of said candles need to be properly extinguished such as running under water to make sure there are no hot candles tossed in the trash receptacles.

- Renter will be held responsible for costs of emergency personnel in response to false fire alarms.

**I accept and hereby agree to the forgoing conditions:**

DATE: \_\_\_\_\_, 20\_\_

RENTER: Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Payment of \$30/hr (CR):

ADDRESS: \_\_\_\_\_

Check # \_\_\_\_\_

\_\_\_\_\_

Cash \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

Payment of \$150 Deposit by:

Check # \_\_\_\_\_

Cash \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Time of Rental: From \_\_\_\_\_ AM/PM To \_\_\_\_\_ AM/PM

\_\_\_\_\_

**The Use Agreement for the forgoing requested date is hereby accepted and approved.**

DATE: \_\_\_\_\_, 20\_\_

Cedar Springs Fire Department

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

Adopted: July 1, 2021  
Revised: July 1, 2021