

Carnegie Center Policies and Rental Form

These policies are established to preserve and protect this historically significant landmark building. These policies govern the use of the building, parking area and grounds of the Carnegie Center by profit and not-for-profit individuals and organizations.

Location and Occupants

The Carnegie Center is located at 129 South Kalamazoo Street in downtown Paw Paw, Michigan. The Carnegie Center is owned by the Village of Paw Paw and is home to the Paw Paw Downtown Development Authority and the Paw Paw Area Chamber of Commerce.

Repairs, Maintenance or Alterations

Repairs, alterations, maintenance to the building, walls, windows, floor, equipment, fixtures, tables, chairs, parking area, grounds or any other property owned by the Village of Paw Paw, the Downtown Development Authority (DDA) is not the responsibility of any person, persons, or group renting the facility. Those that rent or are granted use of the building are to report any concerns to the Paw Paw DDA Director (Mary Springer, at the time of this wording). Attempting to make or making any repairs, alterations or doing other maintenance may result in all future use being immediately cancelled. Those that rent are expected to clean up after themselves and to bag their trash.

Authorized Use of Room or Area

The room or area rented must be able to be used by others when the rented use for that day/evening ends. Repeated use over a period of time is not exempt from this policy. In other words, each day the room or area you have rented is not ready for someone to walk in and use additional fees will be charged. The Paw Paw DDA Director determines the condition and set-up in which the room or area is to be left. If not left to these standards, additional fees will be charged. The authorized use of a room or area at the Carnegie Center allows use of only the parking area to the north of the Carnegie Center that faces the building and the grounds of the building.

Insurance

It is expected rental individuals and groups hold the Village of Paw Paw harmless and indemnify the Village of Paw Paw from claims arising from their rental of the building. The Village reserves the right to require rental individuals or groups provide a certificate of insurance which names the Village of Paw Paw as an 'also insured' party.

Scheduling

All scheduling of the building is handled by Mary Springer, Paw Paw DDA Director. Tenants may make no commitments for use of the building. All reservations can only be made by the Paw Paw DDA Director or the Paw Paw Village Manager. The Village of Paw Paw and the DDA are not responsible for commitments made by any other party or parties.

No Entry to Other Rooms/Areas

Unauthorized entry in other parts of the building is not allowed and will result in the immediate cancellation or barring of any future use.

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Security, Opening and Closing

Renting parties may be required to pay the costs associated with having someone open and close the building. Such fee will be made known at time of signing of the rental agreement form. Leaving the building unsecured after use may cause any agreements to be canceled immediately and the placement of additional fees to cover Village staff members to open and close the building. Any loss of the building and/or the contents of the building resulting from leaving the building unsecured during use or following use is the responsibility of the person/group renting the building.

No Tobacco, Alcohol and Illegal Drugs

The use of tobacco, alcoholic or illegal drugs is not permitted in the building or on the grounds of the Carnegie Center. Evidence of any use of tobacco, alcohol or illegal drugs in connection with any authorized use will result in cancellation or barring of any future use.

Abuse and Cleaning

Abuse, littering, markings, dirt, water or other damage to any portion of the building doors, floors, walls, windows, tables, chairs, bathrooms, lighting, stored or displayed materials, equipment, fixtures, heating and air units or to the parking area and grounds that occurs during use by any user of the building, its rooms or areas as well as its fixtures, appliances, equipment or heating and air units is the responsibility of the using party for which they are financially responsible. Further use will not be allowed until all charges have been paid in full.

Rental Fees – For-Profit, Business, Professional Organizations

Up-Stairs Room/Area: May Include Some Tables and Chairs, Bathroom, Kitchen and Parking Area
\$150.00 rent for each one day or evening event/use. \$50.00 of this is a security deposit and will be returned if no additional cleaning or damages have occurred. Discounts may be negotiated for repeated use or for sequential use.

Downstairs Room/Area: May Include Some Tables and Chairs, Bathroom, and Parking Area
\$125.00 rent for each one day or evening event/use. \$50.00 of this is a security deposit and will be returned if no additional cleaning or damages have occurred. Discounts may be negotiated for repeated use or for sequential use.

Grounds Area: May Include Some Tables and Chairs, Parking Area and Grounds
\$100.00 rent for each one day or evening event/use. \$50.00 of this is a security deposit and will be returned if no additional cleaning or damages have occurred. Discounts may be negotiated for repeated use or for sequential use.

Rental Fees – Local Not-for-Profit, Charitable and Community Organizations

Up-Stairs Room/Area: May Include Some Tables and Chairs, Bathroom, Kitchen and Parking Area
\$100.00 rent for each one day or evening event/use. \$50.00 of this is a security deposit and will be returned if no additional cleaning or damages have occurred. Discounts may be negotiated for repeated use or for sequential use. Use of an area during DDA/Chamber office areas may be granted without fee.

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Downstairs Room/Area: May Include Some Tables and Chairs, Bathroom, and Parking Area

\$90.00 rent for each one day or evening event/use. \$50.00 of this is a security deposit and will be returned if no additional cleaning or damages have occurred. Discounts may be negotiated for repeated use or for sequential use. Use of an area during DDA/Chamber office areas may be granted without fee.

Grounds Area: May Include Some Tables and Chairs, Parking Area and Grounds

\$75.00 rent for each one day or evening event/use. \$50.00 of this is a security deposit and will be returned if no additional cleaning or damages have occurred. Discounts may be negotiated for repeated use or for sequential use.

Other Notes Regarding Rentals

- Repeat rentals to the same organization may receive a \$10 decrease per day in rental fee. However, regular weekly rental agreements shall not exceed three months.
- DDA district members receive a 20% discount of above rates (excluding security deposit).
- Greater Paw Paw Area Chamber of Commerce members receive a 10% discount of above rates (excluding security deposit).
- Local organizations, clubs, associations, and DDA members may schedule meetings upstairs or downstairs during the normal weekday business hours, (8 a.m. to 5 p.m. conclusion) as long as they do not interfere with the operation of the business office. There may be no fee for such uses.

Payment of Charges

Upon being authorized for use of a room or area of the Carnegie Center, the user shall make two payments. One payment is to equal to the deposit amount and the other payment is to equal the rental amount and any additional fees for opening, closing, or set-up. Following the use of the building and grounds, the security deposit may be returned. Payment of the rental charge and the security deposit shall be made at least 3 business days prior to the use of the building.

Agreement Form and Assurances

All users of the Carnegie Center shall sign the provided agreement form. The form follows on the next few pages.

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Agreement and Assurance Form

Page 1

Authorized Representative

I, _____, am duly authorized to represent _____, an organization that desires to rent the Carnegie Center.

Type of Organization

I/We are a for-profit / not-for-profit / other organization. If other, please describe below.
(circle one)

Other: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Dates and Times of Rental

I/We desire to rent the Carnegie Center on the date(s) and Times as follows:

Desired Date(s) of Use:

Month: _____

Date(s): _____

Desired Times of Use: *Please indicate whether A.M. or P.M. times*

Set Up: _____ until _____
Starting Time Ending Time

Event/Program: _____ until _____
Starting Time Ending Time

Clean Up/Departure: _____ until _____
Starting Time Ending Time

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Area(s) to be Rented

I/We desire to rent the following area(s). *Check all that apply.*

_____ Up-Stairs Room/Area: Including Tables and Chairs, Bathroom, Kitchen, and Parking Area

_____ Downstairs Room/Area: Including Tables and Chairs, Bathroom, and Parking Area

_____ Grounds Area: Including Tables and Chairs, Parking Area and Grounds

Fixtures, Equipment, Appliances to be Used During Rental

The following items are requested to be used during my/our rental. *Check all that apply.*

_____ Round tables and chairs (upstairs only)

_____ Banquet Tables and chairs (downstairs only)

_____ Kitchen area and its appliances (upstairs only and including sink, microwave and refrigerator).

_____ Other - Describe: _____

_____ I/We will be bringing in the following: _____

ASSURANCES

(Initial each line)

_____ I/We understand the rental fee for the date(s), time(s) and area(s) I/we will be renting the Carnegie Center is: \$ _____

_____ I/We understand the additional fee for opening and closing or setting up for the date(s), time(s) and area(s) I/we will be renting the Carnegie Center is: \$ _____
(Fees to open and close or set up and take down are at 2009 time and half our average staff person's hourly rate plus fringes; \$26.50/hour. Minimum two hours.)

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ASSURANCES, Continued...

- _____ I/We understand what the rental fees and rates are for the date(s) I/we desire to use the portions of the Carnegie Center (the above two items on page 5).
- _____ I/We agree to make payment in advance (at least three days in advance) of the first rental date.
- _____ I/We understand that if payment is not received in advance use of the Carnegie Center on the desired date and time will be denied.
- _____ I/We understand that two payments are to be made; one for the rental rate and one for the security deposit.
- _____ I/We understand that if I/we leave the Carnegie Center in an acceptable state after our rental use of the Carnegie Center, the security deposit will be returned as soon as possible.
- _____ I/We have read and understand the policies relating to rental of the Carnegie Center and agree to abide by them.
- _____ I/We understand I/we are responsible for any abuse, littering, markings, dirt, water or other damage to any portion of the building doors, floors, walls, windows, tables, chairs, bathrooms, lighting, stored or displayed materials, equipment, fixtures, heating and air units or to the parking area and grounds resulting from my/our use of the building, its rooms or areas as well as its fixtures, appliances, equipment or heating and air units.
- _____ I/We understand that we indemnify and hold the Village of Paw and the Paw Paw Downtown Development Authority harmless from any and all claims resulting from my/our rental of the Carnegie Center.
- _____ I/We understand that we may not advertise our use of the Carnegie Center in any way that implies or could be construed to imply that we have ownership of the building or implies or could be construed to imply the Carnegie Center is named any other name.

Signatures

For the: _____

Name of group renting

By: _____

Its: _____

Signature: _____

Date: _____

For the DDA/Carnegie Center

By: _____

Its: _____

Signature: _____

Date: _____