

Eau Claire Public Schools

Office of the Superintendent



6190 West Main Street~ Eau Claire, Michigan, 49111
Office Phone: (269) 461-6947 Fax: (269) 461-0089
Superintendent: Ann Marie Cluff

Facility Rental and Use Contract

Date of Application: _____

Renter Information:

Renter's Name: _____ Profit Non-Profit Organization

Organization: _____

City, State, Zip: _____

Main Phone: _____ Cell Phone: _____

(Note: It is highly recommended that the person in charge of the event carry a cell phone at all times during the event.)

Email: _____

Event Details:

District Facility Requested: _____ Category: _____ Fee: _____

Event Name/Type: _____

Event Date(s): _____

Event Start Time: _____ Event End Time: _____ Number of Attendees: _____

Will food be served: Yes NO If yes, describe _____

Renter Category:

- A. **Category A:** Contracted Employees of Eau Claire Public Schools.
- B. **Category B:** Individuals and/or groups originating from or affiliated with Eau Claire Public Schools; senior citizen groups from within the Eau Claire Public School District; local groups sponsoring activities designed to benefit the general public and without charge.
- C. **Category C:** Individuals and/or groups sponsoring civic, educational, recreational, cultural, or religious programs with admission charge; Individuals and/or groups conducting closed meetings for their memberships.
- D. **Category D:** Individuals and/or groups sponsoring activities for the purpose of raising funds; Individuals and/or groups sponsoring activities for their own use.
- E. **Category E:** All Other.

Renter Fee:

Rental Fee <i>(Not to exceed 4 hours)</i>	A	B	C	D	E
Eau Claire Student Activity Center (SAC)	\$50.00	\$75.00	\$150.00	\$200.00	\$500.00
Eau Claire High School Gymnasium	\$50.00	\$75.00	\$150.00	\$200.00	\$500.00
Eau Claire High School Cafeteria	\$50.00	\$75.00	\$100.00	\$150.00	\$500.00
Lybrook Elementary Multi-purpose Room	\$50.00	\$75.00	\$150.00	\$200.00	\$500.00
Regular Classroom	\$25.00	Not available	Not available	Not available	Not available
Other <i>(Approved by Superintendent)</i>	Determined by Supt	Determined by Supt	Determined by Supt	Determined by Supt	Determined by Supt

**Facilities are charged rates for every four (4) hour increment (i.e., an event lasting 4 hours and 5 minutes will be charged for 8 hours). No facility is to be rented beyond 11:00 p.m. Sundays through Thursdays and not beyond 12:00 a.m. on Fridays and Saturdays.*

***Rental for activities adjudged by the Superintendent of Schools as inappropriate for school facilities will be refused.*

Rental Terms and Conditions:

1. Use of Facility

Renter agrees to use the facility solely for the purpose specified and in compliance with all applicable laws and regulations. The renter shall not sublease or assign the facility to any third party. THE CONSUMPTION OF ALCOHOL, TOBACCO, MARIJUANA, AND ANY BANNED SUBSTANCE IS STRICTLY PROHIBITED.

2. Payment Method

Payment shall be made by cash or check, payable to Eau Claire Public Schools at the time of the rental agreement.

3. Security Deposit *(*A deposit is required regardless of renter category.)*

Renter shall provide a refundable security deposit in the amount of **\$100** to cover any potential damages or additional fees. The security deposit will be refunded within five (5) days after the event, less any deductions for damages or additional fees, as outlined below.

4. Removal of Belongings

Renter shall remove all personal property, trash, and other items that were not present in the venue when the Renter took control of it.

5. Damages and Additional Fees

The facilities/property shall be left in the same condition and cleanliness. The renter shall be responsible for any damages caused to the facility during the rental period and any additional fees incurred, including but not limited to cleaning fees, overtime charges, or equipment rental fees. The security deposit may be used to cover these costs.

6. Insurance

Renter, at its own expense, **shall** obtain and maintain appropriate liability insurance coverage for the duration of the rental period, naming Eau Claire Public Schools as an additional insured, with minimum coverage limits of not less than One Million Dollars (\$1,000,000). Proof of insurance shall be provided to the District upon request. Event Insurance can be purchased through RVNA Event Insurance at <https://www.specialeventinsurance.com/>

7. Liability

Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Eau Claire Public Schools may incur as a consequence of the actions of Renter or any of Renter’s guests while Renter is in control of the venue, and shall indemnify and hold harmless the Eau Claire Public Schools against any and all legal actions which may arise from Renter’s use of the venue.

8. Indemnification

Renter agrees to defend, indemnify, and hold harmless the School District, its boards, employees, and representatives from any and all claims, actions, suits, judgments, and expenses, including claims, costs, attorney fees, and damages in connection with its activities resulting in loss of life, bodily or personal injury, product liability claims and/or damage to property arising from or out of use by the User or its agents, members, partners, associates or employees, or any portion of the School District arising from the use of the facility by the Renter or its guests.

9. Cancellation

If cancellation occurs less than 48 hours of the event, the District will retain the entire rental fee.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral.

11. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Signatures

By signing below, the Parties acknowledge and agree to the terms and conditions of this Facility Rental Agreement.

Renters Printed Name

Renters Signature

Date

District Official Printed Name

District Official Signature

Date

Facility Rental and Use Contract

(This page will be completed by the District Official)

THIS AGREEMENT, dated _____ and made between Eau Claire Public Schools, located at 6910 West Main Street, Eau Claire, Michigan 49111, and _____ as renter (the "Renter"). Eau Claire Public Schools has agreed to allow the renter to use the District Facility on the following date(s) _____ for the purpose of _____.

District Official Printed Name

District Official Signature

Date

District Facility: _____ **Category:** _____ **Fee:** _____

Payment Information:

Payment: Payment has been received on: _____, 20____.

Amount: \$ _____

Method of Payment: Cash or Check (Check # _____)

CHECKS SHOULD BE MADE PAYABLE TO EAU CLAIRE PUBLIC SCHOOLS

Security Deposit Information:

Security Deposit: A deposit of \$100 was received on: _____, 20____.

Method of Payment: Cash or Check (Check # _____)

CHECKS SHOULD BE MADE PAYABLE TO EAU CLAIRE PUBLIC SCHOOLS

Please note: Deposit will be returned no sooner than five (5) business days after the event ends.

(Note: Fees collected are used to cover the cost of maintenance, utilities, and staff expenses for the event.)

Returned Security Deposit:

I have received my security deposit in the amount of \$ _____.

Signature of Renter

Date

Revised September 2023