

Rental Policy

Torch Lake Township Community Services Building

The township services building Community Room, adjacent kitchen, and Conference Room are available, generally, for rental for lawful activities by an adult individual or an organization.

A. Considerations

1. The capacity of the Community Room is 114 seated persons.
2. The township facilities are available for rental all days of the week, except Christmas Eve and News Year's Eve. Long term regular use or rental will be considered on individual basis and may require board approval.
3. All requests for rental shall be made by submission of the Facility Rental Application. Except for conditions cited in this policy, the rental manager approves use and rental requests.
4. The township reserves the right to refuse a proposed rental to any individual or organization when the board finds that the activity and/or goals of the individual or organization are detrimental to the township, its citizens, the public good or other reasons for cause. The township board may require individuals or organizations, to submit additional information about themselves, their organization and the rental purpose.
5. Meetings at which alcoholic beverages will be available must have the prior approval of the rental manager and will require proof of a Host Liability Insurance Rider. This rider, that is usually available through a homeowner's insurance policy, shall name the township as an additional insured. The rider shall have liability limits no less than \$500,000 for a single occurrence and \$1,000,000 in the aggregate. **A sale or value exchange of any kind for alcoholic beverages is not allowed at any meeting or rental located on township property.**
6. The person or organization using or renting the township facility shall agree to indemnify the township from any and all liability and expenses related to the use of the facility by use of the following language in the Facility Rental Application:

In consideration of my organization or me being permitted to use the Community Room, adjacent kitchen, and /or Conference Room and on behalf of my organization or me, I hereby waive, release, indemnify and hold harmless Torch Lake Township, its officers, employees, volunteers, successors, and assigns from any claims for death, personal injury or property damage and from any expenses related thereto, including reasonable attorney fees, which may arise as a result of the use of the Community room, adjacent kitchen, and/or Conference Room. I understand that Torch Lake Township and the other parties being released are relying on this waiver of liability and indemnification and I voluntarily enter into it. This waiver of liability and indemnification binds my personal representative, estate, heirs and assigns or my organization and its successors and assigns.

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7. For reasons of a governmental emergency or for cause, the township board reserves the right to cancel any scheduled use or rental of the township services building. Any rental paid in advance will be refunded.

8. The Torch Lake Township Community Services Building is a tobacco-free building.

B. Availability and Rates

The Community Room and Conference Room will be available for public rental between the hours of 7:00 AM and 11:00 PM, every day except Christmas Eve and New Year's Eve.

(Reasonable set-up time and takedown time will not be considered rental time.)

Facility	Resident ¹ and Resident-Non-profit ²		Non-Resident and Non-resident-Non-Profit		For Profit ³	
	Half Day ⁴	Full Day	Half Day	Full Day	Half Day	Full Day
Conference Room	\$ 25	\$ 40	\$ 50	\$ 90	\$ 80	\$ 150
Community Room	\$ 35	\$ 60	\$ 90	\$ 170	\$ 150	\$ 300

¹ Resident. Any property owner, businesses located in the township and renters.

² Resident-Non- Profit. Organizations, whose membership includes residents, that have obtained Internal Revenue Service status to which donations are tax deductible. Individuals or organizations may be requested to present proof or evidence as to their non-profit status. (See Section C. 2, page 3 for exclusions)

³ Profit. Those individuals or organizations that charge a fee that is part of a profit-centered free enterprise or, who by not charging a fee intend to recruit individuals for future profit making activities. Profit centered businesses located in the township are considered residents.

⁴ Half Day. Four Hours

1. The total rental fee and related documents are due when the rental application is submitted to the rental manager. Refunds for cancellation of a reservation will be given if they occur no later than seven days before the beginning date of the event.

2. Minor use of the kitchen, such as the making of coffee, use of the microwave or the simple warming of food in the oven will be included in the rental and use of the Community Room and the Conference Room. Kitchen dishes and utensils used during the rental or use must be cleared from tables, rinsed of food and stacked for later washing. The use of the kitchen for the preparation of food will require a health department permit. Health department permits are available from the Northwest Community Health Agency in Bellaire, Michigan.

3. A cleaning fee to the township may be required beforehand to offset the cleaning costs for the rented area. Such a determination will consider the number of people expected,

the length of the rental period, the presence of food and/or beverages, the use of special equipment, and the season of the year.

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C. Rental Exclusions, Requirements

1. Organizations that shall not be charged for use of the facility are the following:
 - A. The Upper Torch Lake Association (UTLA) and the Wilkinson Historical Society.
 - B. The local Alcoholics Anonymous and Al-Anon organization.
 - C. Torch Lake Township Business Group
 - D. Governmental agencies.

All groups and organizations will be responsible for all other requirements listed below. The township will accept financial gifts and donations from individuals and groups related to the use of the facility.

2. To avoid damage, signs, decorations or any other kind of objects or materials shall be free standing and not be attached by any method to any part of the facility structure.
3. The renting party is responsible for cost of repair/replacement of damage to the room and property and injury to any person during the period of occupancy.
4. At the conclusion of a rental or use, individuals and groups are expected to remove all trash from tables and the floor and to remove any remains of food and beverages. Areas of the kitchen that were used are to be cleaned, and all dishes and kitchen utensils are to be clear of food and stacked for washing. Events where food and/or beverages are served will require a \$100.00 deposit. This will be returned to the renter unless special cleaning is required. Because the township must pay the contracted cleaning service for any special cleaning needs, it is in the best interest of the renters and groups to leave the facility clean, tidy and secure.
5. If rental/use requires facility technical equipment, the cost of a technical assistant may be added to the rental cost.