

Rental Rules and Contract: Eldean Shipyard's Harbor View Event Center

The Mailing address is PO Box 6, Macatawa, MI 49434 & the location address is 2225 South Shore Drive, Macatawa, MI 49434
Phone: 616-335-5843 Email: wade@eldean.com Web: www.eldean.com/eventcenter

Welcome to Macatawa! We sincerely hope you have a great event! Please do not hesitate to contact us for any reason. Our offices are located next door at the Shipstore building at Eldean Shipyard.

The event building, patio, and/or lawn space will be provided to you (the "Renter") clean and in good repair. The Renter is expected to leave the facility in the same condition you found it. After check-out, the facility is inspected and inventoried. Depending on the condition of the facility, Renter may be charged for additional cleaning expenses and costs of damaged and/or missing items. This and other guidelines are detailed below:

1. **CHECK-IN TIME** is 8-12 and 1-5, Monday through Saturday or 9-12 and 1-5 on Sunday. Check-in is next door at the Eldean Shipyard Shipstore at 2223 South Shore Drive. The "**Checklist**" on page 2 must be returned at least 1 week prior to your event.

2. This is a **NON SMOKING and NO OPEN FLAME** building. Smoking outside is permitted at least 25 feet away from any door or window. No Fireworks anywhere. Open flames required for food preparation may only in a pre-approved area.

3. **Pets are not permitted.**

4. **DAMAGE/SECURITY/CLEANING DEPOSIT-** A damage/security/cleaning deposit is required. At check-in, a Visa or MasterCard will be required for deposit. The credit card slip will be signed and kept open until after you check-out and the event facility is inspected. Security/damage/cleaning deposits are refunded or cancelled within 10 days of your check-out provided your event facility is left in satisfactory condition with all of the following terms and conditions met:

- a. Damage is not incurred to facility or its contents and surroundings, beyond normal wear and tear.
- b. No charges are incurred due to issues with clean-up, missing items, pets, smoking, or exceeding occupancy levels.
- c. The event concludes by its scheduled end time - Events that run later than planned will be charged \$500/hour (min of 1 hr).
- d. No additional work was required - Additional Labor is \$105/hour.

5. **PAYMENT** – An advance payment of \$500 is required to secure your event reservation. The advance payment will be applied toward the event rental fee. If required or requested, an additional fee of \$25/hr of your event will be charged for having an Eldean Shipyard representative on site and assisting you for the length of your event. **Please make payments by Check to Eldean Shipyard and mail to Eldean Shipyard, PO Box 6, Macatawa, MI 49434. The BALANCE OF RENT is due sixty (60) days before your event date.** Credit Cards will be accepted, however there is an additional 3% convenience fee added to your rental cost when paying with a credit card. Should the terms of this agreement and Checklist not be completed, signed, and returned at least 1 week prior to Renter's event, Eldean Shipyard may cancel the Renter's event and retain any applicable payments without refund.

6. **CANCELLATIONS** – A Ninety (90) day notice is required for cancellation. Refunds will not be given if cancellations are made less than Ninety (90) days prior to the arrival date. A \$100 cancellation fee is charged before refunding the balance of deposit.

7. **PARKING** – Prior to the event, Eldean Shipyard will direct you to the available parking areas. 1 or 2 representatives from your event should also assist with directing people to the available parking.

8. **CATERER/FOOD SERVICE** - All caterers must be properly insured and add Eldean Shipyard as Named Additionally Insured and Defended on the Policy. Provide a copy of the Insurance Certificate to Eldean Shipyard at least one week before the event.

9. **ALCOHAL** - Alcohol may be served. Alcohol may not be sold at your event without the proper liquor license. If you are providing alcohol at your event, for free or for sale, you are required to add a \$1,000,000 Liquor Liability Insurance Policy to your Home Owners or other insurance policy. Eldean Shipyard must be added as Named Additionally Insured and Defended on the Policy. Provide a copy of the Insurance certificate to Eldean Shipyard at least one week before the event.

10. **INDEMNIFICATION** - Renter shall reimburse Eldean Shipyard for any damage to the facilities and properties of Eldean Shipyard caused by Renter, Renter's family, guests, and/or visitors. Renter shall indemnify, defend and hold Eldean Shipyard harmless from all loss, costs (including actual attorneys' fees and expenses), damage, expense, injuries, demands, lawsuits, and claims of every kind and nature whatsoever, to or against Eldean Shipyard by any person, firm or entity by way of damages or otherwise, arising from the failure of Renter to perform, comply with or observe any provision contained in this agreement or by reason of any act or the negligence of Renter, the Event, or any dangerous condition existing at Event, or created by Renter or Renter's family, visitors, and guests.

11. **WRITTEN EXCEPTIONS** – Any exceptions to the above policies must be approved in writing.

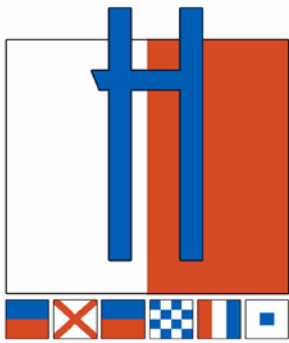
As a condition of receiving event space, you agree to pay for any and all additional cleaning, damage, and late charges incurred, and approve such charges against any credit cards provided to us. By Signing below, I agree to all terms and conditions of this agreement.

Renter Signature

Print Name

Date

Office Note: At Check-in, for Security Deposit, Run a Visa/MasterCard through machine and affix to this paper.



HARBOR VIEW *events*

"CHECKLIST"

Renter/Business Name: _____ Phone: _____

email: _____

Contact Person: _____ Phone: _____

email: _____

My Caterer is: _____ Phone: _____

My Rental Company and/or Decorator is: _____ Phone: _____

My Band or DJ is: _____ Phone: _____

Number of People Attending: _____

Schedule of Event:

I want access beginning at this time: _____

Event Starting Time: _____

Event Ending Time: _____

Doors will be locked by this time: _____

"X" here

- _____ I have paid the full amount due
- _____ I want to rent the lawn space for an additional fee
- _____ I want to use a tent and know that stakes can not be put into ground
- _____ The Caterer's Insurance Certificate was emailed to wade@eldean.com
 - _____ - The Ins. Certificate lists Eldean Shipyard as Additionally Insured and Defended
- _____ Check here if you are not serving food
- _____ Liquor Liability Insurance Certificate was emailed to wade@eldean.com
 - _____ - Certificate lists Eldean Shipyard as Additionally Insured and Defended
- _____ Check here if you are not serving alcohol

Please provide any additional information regarding your event:

Renter Signature

Date