

Oakdale Resident Cooperative Community Building Rental Members Only Agreement

This rental agreement made on the _____ day of _____, 20__ by Oakdale Residents Cooperative And (Member) _____ will be effective for the _____ day of _____, 20__.
This event is scheduled from _____ to _____.

Witnessed:

The renter, in consideration of the covenants and conditions herein contained "as is" agrees that upon termination of the term herein granted, said premises will be placed in good "broom clean" condition; Renter will commit no waste therein and will replace all broken or cracked glass forthwith, will repay **Oakdale Residents Cooperative The Cost Of All Repairs Made Necessary by Negligent or Careless Use Of Said Premises By The renter or his/her guests, and surrender the premises at the termination hereof:**

Building Rental Hours

Monday thru Thursday
11:00am to 5:00pm Day Time / 8:00pm to 2:00am Evening

Friday and Saturday
11:00am to 5:00am Day Time / 8:00pm to 2:00am Evening

Sunday
9:00am to 2:00pm Day Time / 4:00pm 9:00pm Evening

The renter and his/her guest are to vacate the building at the end of the allotted time. A maximum rental period shall be for (6) hours; should the hours **Exceed Six (6) Hours, Oakdale Resident Cooperative** or its agent may take whatever steps are necessary to secure the building itself and charge an additional, twenty-five dollars (\$25) per hour (or portion of an hour for improper overtime usage).

Deposit: The deposit will be returned within **ten (10)** business days, if no damages are done to the building, grounds, or other violations have not occurred that are listed on page 2 of this agreement.

To Reserve Date: To reserve a date, at the time of request of rental the completion of all required written Building Rental Agreement documents must be submitted along with the appropriate deposit is required (**\$50.00 day event**) or (**\$150.00 evening event**) to the management office. All building rental fees must be paid in full two (2) weeks prior to the scheduled rental date and non-compliance with the current rental fee otherwise the reservation is null and void. Any rental reservation made less than two (2) weeks prior to the rental schedule date must include the Building Rental Agreement, deposit and rental fee at the time of reservation.

Cancellation: If the member cancels up two (2) weeks before the reserve date, the entire deposit will be returned. If the cancellation occurs less than two (2) weeks of the scheduled date, then only half of the deposit fee will be refunded along with the entire rental fee. Management reserves the right to cancel within seventy-two (72) hours prior to the rental date, but should such cancellation occur, the entire deposit and rental fee will be returned to the member.

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Proof of Rental: The receipt given to the renter is his/her proof of the Rental Agreement and date of reservation.

Decorations: Renter shall not place anything on the walls or tape anything on the tables. Only helium balloons and centerpieces placed on the table(s) are allowed. Decorative materials shall not be allowed to suspend from the ceiling, unless the renter receives prior approval from the Fire Marshall.

NO RENTER SHALL CHARGE ADMISSION OR RECEIVE DONATIONS FOR ANY AFFAIRS OR FUNCTIONS, WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS. Should such occur, the cooperative amongst other remedies provided, shall be entitled to refuse use of the building in advance of the rental date or cause the party or affair to terminate at any time, even during the affair. Should such occur, it shall be determined that the renter is in breach of the Rental Agreement and the deposit shall be forfeited.

Access: The site-office staff will allow admittance to the renter/applicant the day of the function an hour prior to the scheduled time.

Additional Deduction: Not only is the renter expected to put the community building back in “broom clean” condition, but all chairs must be placed back in the storage area or the renter will receive a **fifty dollar (\$50) FINE**. Any misuse of the premises either by reason of physical harm to the premises or unapproved functions such as unauthorized fund raising events, will result in the renter being charged the cost of repairs, and lost of any privileges to use the premises in the future.

No Limitations on Deductions: Despite the setting of deductions for certain misconduct, the cooperative may elect in addition to the deductions set forth to seek recompense for actual damages sustained in addition to legal fees incurred by the cooperative for collection.

Hold Harmless: The Renter hereby agrees to hold Oakdale Resident Cooperative harmless from any liability, claims causes of actions, damages, or the like suffered or alleged by reason or any occurrences resulting from, directly or indirectly, then renter agrees to defend such suit and for failure to defend Oakdale Resident Cooperative shall hire its own attorney and charge the Renter for any legal fees incurred.

Parking Regulations: The Renter is responsible for informing his/her guests about the parking regulations and at no time are guest vehicles to be parked in any member assigned parking spaces. All guests must park on east side of parking lot, Fitzgerald Boulevard, or Mendota. Violation of the parking regulations will result in being assessed a Twenty-Five Dollar (\$25) fine per parking violation, which will be deducted from the Renter’s deposit. The basis for this rule is acknowledged by the Board of Directors.

Room Set-Up: Tables will be set out at the time of rental. The tables must be arranged and chairs must be set up and taken down by the Renter.

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Members Only: In the event of Death the use of the hall is free for a period of four (4) hours maximum, for the immediate family (Father, Mother, Sister, Brother, Spouse, and Children) during the daytime hours. The family must appoint someone to set-up the tables and chairs, and to clean the Community Building at the end of the affair. The rates for the following activities shall apply at all times for members on record:

**Repas: Sunday thru Saturday - (9:00am to 5:00pm) Must vacate Building by 5:00pm in the event this is violated anything after 5:00pm will be subject to an additional \$25.00 per hour fee.
No Rental Fee**

Daytime Rental Rates: (Cost - \$ 175.00)

\$125.00 Rental Fee **Make Check Payable To: Oakdale Resident Co-op**
\$50.00 Deposit Fee **Make Check Payable To: Oakdale Resident Co-op**
11:00am to 5:00pm

Evening Rental Rates: (Cost - \$ 675.00)

\$375.00 Rental Fee **Make Check Payable To: Oakdale Resident Co-op**
\$150.00 Deposit Fee **Make Check Payable To: Oakdale Resident Co-op**
\$150.00 Security Fee **Make Check Payable To: Oakdale Resident Co-op**
8:00pm to 2:00am - Events shall not exceed 6 hours

*** GUARD SERVICE IS NOT REQUIRED DURING DAYTIME AFFAIRS***

Fire Protection Requirements: Royal Oak Township Fire Prevention Code Section No. 100 to 40.100, all Members herein, who seek to become a lessee of Oakdale Resident Cooperative Community Building shall comply with all fire codes prescribed by the Local Fire Marshall.

Capacity: At all times of occupancy, the building “Shall Not” exceed the posted capacity of **One Hundred Twenty-two (122) persons.** Anyone who exceeds the posted capacity will be subject to the penalties of the law.

Events must stay inside of the Community Building exclusively. The Community Building exterior is not part of the Rental Agreement. In the event you may need to utilize the exterior of the building for a purpose you must provide a request in writing to the Board of Directors outlining the need and what the space will be used for. The Board will review this request and respond accordingly. All requests must be approved by the Board of Directors in writing to be allowed.

Exit: Management will provide you with a fire evacuation plan displaying the exits location. All exits at time of occupancy “**Must**” remain unobstructed and accessible at all times. Standing in exits is not allowed.

Doors: All doors “**Must**” remain open to the exits at all times of occupancy. No one shall lock exits doors during occupancy.

Smoking: Smoking is strictly “Prohibited”.

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Provisions for Open Flame: At no time of occupancy, shall candles or lighted materials be used. Note: It is strictly prohibited to have candles on tables or other flammable objects. **NO BBQ PITTS/GRILLS ARE ALLOWED OUTSIDE OR INSIDE OF BUILDING AT ANYTIME – NO EXCEPTIONS. Violation will subject member to a building ban for all future use of the building facility.**

Summary: The provisions that are prescribed by the Fire Chief/Marshall are for “Life Safety Purposes”. These are extremely important rules to protect the building occupants in places of Public Assembly. Many large fatality fires in assemblies have resulted from neglect of the fire protection requirements. You are required as a lessee, to use “common sense” and comply fully with applicable “fire codes” that are mentioned herein.

Oakdale Residents Cooperative is not responsible or liable for any damages or events that may occur during your Building Rental.

This Agreement is not binding with Oakdale Resident Cooperative unless signed by authorized representative of the cooperative and the Member.

Type: (Circle One) Business Event, Dinner, Funeral or Party

Member Signature

Date

Unit #

Address

Authorized Representative Signature
Oakdale Resident Cooperative

Date