Print Clear

The Flushing Masonic Temple
349 S. Seymour Rd.
Flushing, MI 48433
810-210-6475
rental@flushinghall.com

HALL RENTAL AGREEMENT

This Hall Rental Agreement ("Agreement") is made between the Flushing Masonic Temple Association ("MTA") and the undersigned Renter ("Renter") for the rental of the lower level of the Flushing Masonic Temple ("Hall") located at 349 S. Seymour Rd., Flushing, MI 48433, subject to the terms and conditions below.

EVENT DETAILS:

Date of Event _____ Start Time of Event_____ End Time of Event_____

Renter Name_____ DL/ID No._____

Address_____City_____ State_____ Zip_____

Phone (C)_____ (H)_____ (W)_____

Name of organization (if applicable)_____

Type of Event (wedding, shower, graduation, etc.)_____

Estimated Attendance: _____ (Maximum capacity: 200)

FEE SCHEDULE:

Security Deposit and Reservation Fee: $100.00 (refundable, subject to compliance with terms).

Rental Fee:
☐ Half Day: $450.00 (up to 8 hours, including setup and cleanup, concluding no later than 12:00 AM).
☐ Full Day: $900.00 (up to 14 hours, including setup and cleanup, concluding no later than 12:00 AM).
☐ Other: $_____ (____ hour(s), including setup and cleanup, concluding no later than 12:00 AM.)

Cleaning Fee: $50.00 (mandatory)

☐ Advanced Access Setup Fee: ____hour(s) x $75.00 = $0.00 ($75.00 per hour if applicable, for setup prior to start time).

SECTION I – GENERAL TERMS AND CONDITIONS:

1. Eligibility: The Renter must be at least 21 years of age and present for the entire event. A valid driver's license or state ID is required.
2. Event Purpose: The Hall may only be used for the purpose stated in this Agreement (e.g., wedding, shower, graduation) unless written permission for an alternative use is granted by the MTA Manager. The Renter may not sublease the Hall.

3. Rental Period: The rental period, including setup and cleanup, is limited to the hours specified in the Fee Schedule (6 hours for half-day, 12 hours for full-day). All activities must conclude, and the Hall must be vacated, no later than 12:00 AM (midnight) unless otherwise authorized in writing by the MTA Manager. Advanced access for setup is available for an additional fee.
4. Capacity: The Hall's maximum capacity is 200 people. The Renter must provide an estimated attendance number.
5. Access Restrictions: The Renter and guests are restricted to the Hall and may not enter other parts of the building. Neither the Renter nor their service providers may enter the Hall before the designated rental period unless advanced access is arranged.
6. Entertainment and Vendors: Live bands, DJs, caterers, other vendors, are permitted with prior approval from the MTA Manager.
7. Compliance: All activities must comply with federal, state, and local laws and ordinances. Providing false information in this Agreement may result in refusal to rent or immediate termination of the Agreement.
8. Termination: The MTA reserves the right to terminate this Agreement if the Renter violates its terms, if the event poses an extraordinary burden or expense, or if the rental conflicts with another agreement.

SECTION 2 – FACILITY USE RULES:

1. Smoking and Vaping: Smoking and vaping are prohibited inside the Hall. Smoking and vaping are permitted only in designated outdoor areas. Violations will result in forfeiture of the Security Deposit.
2. Decorations: Decorations may not be affixed to walls, floors, tables, ceilings, or doors using thumbtacks, staples, or nails. Removable tape is required for wall decorations. Nothing may be hung from ceiling tiles. All candles must be enclosed in glass holders. No coverings may be placed over floor duct openings.
3. Pets are not permitted inside the Hall. Service Animals are welcome.
4. Parking: Vehicles must be parked in designated areas. Parking or driving on the front or north lawn is prohibited; the south lawn is for overflow parking only.
5. Safety and Conduct: The Renter is responsible for ensuring safe conduct, maintaining clear emergency exits, and having access to a telephone for 911 services. Inappropriate or illegal behavior by attendees must be addressed by the Renter, who may require such individuals to leave the premises.
6. The Renter may not sell any items, services, or food and refreshments to participants; unless approved by the MTA Manager.
7. Cleanup: The Renter must sweep, mop spills, and remove all trash, placing it in designated receptacles or removing it from the property. Cleaning equipment must be returned to the storage room.
8. Equipment Use: Chairs may not be placed on tables, and standing on tables is prohibited. A ladder is available for use. Equipment must be used in a manner that avoids injury or property damage.
9. Access and Security: The rear door is for deliveries only and must remain closed when not in use. The front door should remain closed as much as possible to maintain climate control. The Renter must secure the Hall at the event's conclusion by turning off lights and locking all doors.
10. Property: The MTA is not responsible for any property placed in or on the Hall by the Renter or guests. All personal property must be removed at the event's conclusion.

SECTION 3 – ALCOHOL POLICY:

1. General Rules: Alcohol may be served only inside the Hall and is prohibited in outdoor areas, including the parking lot. The Renter must indicate whether alcohol will be served: ☐ Yes ☐ No.
2. Insurance Requirements: If alcohol is served, the Renter must provide Host Liquor Liability Insurance with a minimum coverage of $300,000, issued by a Michigan-licensed insurer. The policy must name the MTA as an additional insured with loss payable to the MTA. Proof of coverage must be submitted to the MTA Manager at least 10 days prior to the event.

3. Sales and Licensing: Selling alcohol or tickets to an event where alcohol is served is prohibited unless the Renter obtains a Special Liquor License from the Michigan Liquor Control Commission. Proof of the license and a Liquor Liability Bond must be provided to the MTA Manager at least 10 days prior to the event. The Renter is solely responsible for all liabilities related to the license.
4. Liability: The Renter agrees to indemnify and hold harmless the MTA, its officers, employees, trustees, and agents from all claims, damages, or liabilities arising from the consumption of alcohol or use of the premises. The Renter must promptly notify the MTA of any claims and cover all defense costs, including attorney fees.

SECTION 4 – KITCHEN AND CATERING RULES:

1. Kitchen Use: The kitchen is available for food warming only, not for full meal preparation. The Renter is responsible for cleaning the stove, oven, refrigerator, sink, and countertops, leaving no items behind.
2. Catering Equipment: Gas grills, charcoal grills, portable tents, and ice cream carts are permitted with MTA Manager approval. Grills must be placed at least 10 feet from the building and use approved containers.
3. Liability: The Renter is responsible for any damages or missing items caused by the Renter or their caterer. Damages or violations will result in forfeiture of the Security Deposit and may incur additional charges.

SECTION 5 – FINANCIAL POLICIES:

1. Security Deposit: The Security Deposit and Reservation Fee ($100.00) is required at signing to reserve the event date. It will be refunded within 30 days after the event, provided no damages or rule violations occur. Damages or violations will result in forfeiture of the deposit, and the Renter may be billed for additional costs.
2. Payment Schedule: The Security Deposit and Reservation Fee is due at signing. Rental Fees, Cleaning Fee, and Advanced Access Setup Fees are due upon receipt of the Hall keys.
3. Cancellation: Cancellations made 90 days or more prior to the event will receive a full refund of the Security Deposit and Reservation Fee. Cancellations within 89 days will result in forfeiture of the deposit. No other fees are refundable. Refunds will be processed within 30 days and mailed to the Renter's address.

SECTION 6 – LIABILITY AND INDEMNIFICATION:

1. Assumption of Risk: The Renter assumes all risks associated with the use of the Hall, including property damage, personal injury, or death, except those caused solely by the gross negligence or willful misconduct of the MTA.
2. Indemnification: The Renter agrees to indemnify and hold harmless the MTA, its officers, employees, trustees, agents, and volunteers from all claims, losses, damages, or liabilities arising from the rental or use of the Hall, including those caused by the Renter's negligence or, to the extent permitted by law, the negligence of the MTA. The Renter shall cover all defense costs, including reasonable attorney fees, and notify the MTA in writing within five business days of any claim or incident.
3. Insurance Waiver: The Renter and their insurer shall waive any right of subrogation against the MTA for claims covered by the Renter's insurance.
4. Severability: If any provision of this section is found unenforceable under Michigan law, the remaining provisions shall remain in effect.

SECTION 7 – CONSTRUCTION:

This Agreement shall be deemed to have been mutually drafted by both the Renter and the Flushing Masonic Temple Association (MTA). In the event of any ambiguity or dispute regarding the interpretation of this Agreement, no provision shall be construed against the MTA solely on the basis that it prepared the Agreement. The parties acknowledge that they have had the opportunity to review and negotiate the terms of this Agreement, and it shall be interpreted fairly in accordance with its plain meaning and applicable Michigan law.

AGREEMENT:

I, the undersigned, have read, understand, and agree to comply with the terms and conditions of this Hall Rental Agreement, including the indemnification and hold harmless provisions.

Renter:

_____ ("Renter")
(Printed Name)

_____ _____
(Signature) Date

***** FLUSHING MASONIC TEMPLE ASSOCIATION OFFICE USE ONLY *****

Security Deposit and Reservation Fee:

Date _____ Amount Paid $_____ Check No._____

Advanced Access Setup Fee:

Date _____ Amount Paid $_____ Check No._____

Cleaning Fee:

Date _____ Amount Paid $_____ Check No._____

Rental Payments Received:

Date _____ Amount Paid $_____ Check No._____

Date _____ Amount Paid $_____ Check No._____

Refund:

Refund Amount $_____

Payable To _____

Address_____ State_____ Zip_____

Check No._____ Date_____

Refund Mailed on _____ By_____

Comments: _____
_____
_____
_____