

VETERANS YOU ARE NOT FORGOTTEN PAVILION AGREEMENT

THIS AGREEMENT is made this ____ day of _____ BY and BETWEEN the Mayville Museum and _____ hereinafter designated "USER". It is hereby agreed between the parties as follows:

USEAGE PERIOD: The USER WILL OCCUPY the Veterans Pavilion at 2124 E. Ohmer Rd., Mayville, MI on the ____ day of _____.

Only the Pavilion will be used and not the office.

TIME ALLOWANCE: 9:00 A.M. until 6:00 P.M.

ALCOHOLIC BEVERAGES PROHIBITED: Liquor shall not be served, consumed, possessed, or used on the premises. DRUG use is not permitted. It shall not be used or possessed on the premises.

TRANSFER OF USEAGE RIGHTS: This contract may not be reassigned, transferred, or sublet without the prior written consent of the Museum's representative; namely, Judy Chesney, signing this contract. Contact number is 989-660-3020 or 989-325-3020.

MAINTENANCE/CLEAN-UP: USERS shall be responsible for all maintenance and clean-up necessary to restore the Veterans Pavilion to an equal or better condition prior to the activity. This includes: TAKING ALL TRASH HOME, REMOVING PERSONAL UTENSILS AND ITEMS, AND TURNING OFF ALL LIGHTS (IF NECESSARY).

SUPERVISION: The USER and not the Museum shall be solely responsible to supervise persons present on the premises during the USEAGE PERIOD.

DAMAGE TO PREMISES/ PROPERTY: USER acknowledges that tables and chairs must not be removed from the building. No cans or bottles are allowed on the ledges of the pavilion. USER shall not destruct, mar, or deface the buildings or premises. USER shall pay to repair any damages done to the buildings and/or the property of the Mayville Museum caused by the USER and guests.

TERMINATION: The Museum has the right to terminate this contract upon the failure by the USER to abide by conditions contained herein. The Museum also has the right to remove any person or persons who do not abide by the above rules.

IDEMNIFICATION/HOLD HARMLESS PROVISION: The USER agrees to indemnify, hold harmless, and defend the Museum from any claims asserted against the Museum as a result of the use of the premises by the USER and guests. USER shall hold the Museum harmless for and from all damages and expense including but not limited to court costs, attorney fees, and expert fees incurred by the Museum as a result of the use of the premises during the usage Period.

COMPLIANCE WITH LAWS: USER is responsible to comply with federal, state, and local laws, regulations, and ordinances.

COMPLETE AGREEMENT: This agreement constitutes the complete agreement of the parties. Any prior oral representations are hereby deemed suspended. This agreement cannot be amended except by written agreement by both parties.

DONATIONS: SUGGESTED voluntary donation is a \$100.00 rental fee with a mandated cleaning fee of \$50.00 (\$150.00). The cleaning fee of \$50.00 is refundable if the pavilion is clean and all rules are followed.

VETERANS AND CIVIC ORGANIZATIONS: Since this is a Veteran's Pavilion, all Veteran group events will be exempted from the rental fees. However, the other agreements and language will be enacted as stated in the contract. This will include other local civil organizations since their involvement and local activities in the community has had a major impact on the community and the **Veteran's You Are Not Forgotten Pavilion**. Veterans who are members of our local civic organizations and can show proof (membership card) (AmVets, American Legion, VFW, etc) are entitled to a 20% discount from the rental donation.

MUSEUM REPRESENTATIVE _____

USER: _____

ADDRESS: _____

PHONE: _____

(User must verify identification by producing some form of picture documentation).

THANK YOU AND ENJOY YOUR VISIT!!