

# Kramer Center Rental Agreement

## GENERAL RENTAL INFORMATION:

The Kramer Center is available for use by Kramer Homes Co-Operative (“Kramer Homes”) Members at a cost of \$30.00 (Thirty) Dollars per hour, with a minimum of 4 (Four) hours and a maximum of 6 (Six) hours. Facilities may be utilized by non-members, however, all rentals must be sponsored by a Kramer Homes member. Sponsored events carry a fee of \$40.00 (Forty) Dollars per hour rate. All rentals carry a \$250.00 security deposit. All rental requests are subject to approval by the Board of Directors and/or Kramer Homes Management. Members must be in good standing, with no outstanding balance of carrying charge arrearages, fines, and/or legal fees. Member must be present at all times for the entire duration of rental period.

The Kramer Center will be utilized for personal use only. No holding of business meetings are permitted (except for Kramer Homes related business purposes). The Kramer Center may not be utilized for any event requiring an admission fee, donation, contribution, door charge, food or beverage charge, or any other fee. Admission will be by invitation only and no advertising for parties/events is allowed.

Member shall bear all risk of theft, loss or damage not caused by Kramer Homes’ employees or agents, to all Member’s property which may occur in or about the Kramer Center. Member agrees to indemnify, defend and hold harmless Kramer Homes, its officers, directors, employees and agents from all loss liability, claims or expenses (including reasonable attorney fees) arising out of Member’s or their guests’, use of the Kramer Center, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as a result of the gross-negligence or intentional act or omission by Kramer Homes. Member acknowledges and agrees that under no circumstances shall Kramer Homes be liable to Member for any damages related to the availability or non-availability of all or part of the Kramer Center or reserved space, the failure to honor Member’s reservation, the condition of the Kramer Center or from any other form of damages, including consequential, special or incidental damages which Member may claim to have incurred as a result of any claim for breach of this Agreement, or otherwise.

**The capacity of the Kramer Center is limited by the City of Center Line Fire Ordinance. The Fire Ordinance also limits the number of people permitted in the individual rooms. The Member is responsible for ensuring that the permitted capacity is not exceeded and that the number of guests does not exceed the building or room capacity at any time. The maximum capacities for individuals rooms are:**

Eisenhower: 94

Puller: 48

Roosevelt: 100

**Member Initials:** \_\_\_\_\_

## RULES FOR USE:

1. The entire Kramer Center building is a **NO** smoking facility. This means that all forms of smoking are prohibited inside the building, including the smoking of cigars, cigarettes, pipes, the smoking of marijuana or tobacco in any form, and the use of vaporizing devices (“vaps”) for the inhalation of any such or similar substances. Smoking of substances which are legal to be smoked in public will be allowed only in the areas outside the building which are designated for smoking: any guest or member that wishes to smoke must be **in the designated area (marked with signs) and must not disturb or cause a nuisance for the residences and members**. All cigarette butts must be fully extinguished and disposed of in proper containers only.
2. The Kramer Center facilities are located in a residential area and the Member renter/sponsor and guests must respect the property, privacy, and peaceful possession rights of all member units. All guests and party members must be in the Kramer Center by 10:00pm.
3. Output of amplified music or sound equipment must comply with the City ordinance and shall not exceed 100 watts. Any noise or activity by the Member renter/sponsor and their guests which disturbs the neighbors within the community will not be tolerated and will be a violation of the terms of this agreement, resulting in forfeiture of all or a portion of the security deposit and may result in rule violations, additional fines, fees and/or loss of rental privileges for the Kramer Center indefinitely.
4. There will be absolutely no illegal activity tolerated on the Cooperative premises at any time. Member renter/sponsor and guests will comply with all laws, rules, restrictions and local ordinances (Local, City, State and Federal laws.) Members and guests are further expected to comply with all Kramer Homes rules, bylaws and guidelines.
5. Member renter/sponsor will be responsible for obtaining all permits, licenses, etc. necessary and/or required for the rental activity.
6. **Alcohol MAY NOT be served or consumed inside the Kramer Center facility.** Member renter/sponsor is responsible for taking reasonable precautions to assure that his or her guests do not consume alcohol or operate motor vehicles or other motorized equipment when intoxicated. The sale of alcohol is strictly prohibited.
7. The Member whom rented or sponsored the rental of the Kramer Center is responsible for making sure that all of their guests abide by the rules. Failure to do so can result in loss of deposit, rule violations, additional fines, and/or immediate loss of rental privileges (indefinitely).

**Member Initials:** \_\_\_\_\_

No birdseed, rice, confetti, silly string, shaving cream, glitter or other substances are allowed in the Kramer Center or surrounding premises. Use of tape, sticky-tack, nails, push pins, thumb tacks or any other apparatus that penetrates the drywall or damages walls, doors, wood trim or other surfaces is strictly prohibited. **The taping of objects to walls, wood finishing, wooden doors, and ceiling fans is not allowed.** All decorations must be completely removed and cleaned, including any residue from adhesive materials.

Parking will be allowed in the Kramer Center parking lot, or the parking lot adjacent to McArthur and Ten Mile Road, only. Street parking that will impede the flow of traffic or emergency vehicles is prohibited. It is

the responsibility of the Member renter/sponsor to inform all guests of parking rules. Member renter/sponsor will be held accountable for any guest parking infractions.

**Member Initials:** \_\_\_\_\_

All events at the Kramer Center must conclude no later than 12:00 Midnight. All guests must vacate the facility and all Kramer Center clean up, re-organization, trash removal, etc. must be completed no later than 12:00 Midnight. All guests must vacate without disturbance to the neighborhood. Please ensure proper cleaning of the Kramer Center will be concluded by this time or you will be responsible for the resulting cleaning service expenses. A member of the maintenance team will be present to close your event and inspect the Kramer Center for potential damages and complete cleaning. If your event is **NOT** totally closed, including all clean -up by the Event End Time, and literally not one moment past the stated Event End Time, an administrative fee of \$250.00 shall be assessed or retained from the security deposit. By initialing below, you understand and agree to the assessment of the \$250.00 fee should your event hold over past the Event End Time.

**Member Initials:** \_\_\_\_\_

**The Member renter/sponsor agrees to perform the following clean-up tasks immediately after the conclusion of the event:**

1. Remove all decorations and personal effects.
2. Put all garbage in bags and place them in the dumpster.
3. Extinguish all ash trays and empty into dumpster (please do not use ashtrays for garbage). Pick up any cigarette butts littering the ground.
4. Make sure all garbage and trash is disposed of in the dumpsters and not left anywhere in or around the Kramer Center.
5. Make sure all food is taken with you at the end of the event. We are not responsible for anything left behind and you will be charged if we have to dispose of anything from your event.

**Please note that a cleaning service is available for a fee to be determined upon inspection.** Additional fees may be applied for excessive clean-up or stain removal. Cleaning service reservation must be made prior to rental date to avoid additional fines for late notice.

**Member Initials:** \_\_\_\_\_

### **RESERVATIONS AND DEPOSIT:**

Rental application must be made through Kramer Homes Management and will be on a first come first served

basis. You may "pencil in a date," however, your requested date will not be held secured until rental fee and deposit are received in full and your event is approved by management. If the rental fee and deposit are not made in full and a request is made by another member to reserve the Kramer Center for the same date, reasonable attempts will be made to contact you and you will be given a 24 hour deadline for fee payment after which time the rental date will be forfeited. Reservations should be made at least 14 days prior to rental date and are subject to approval. Any reservation made less than 14 days prior to the rental date are subject to availability and the payment of Kramer Center rental fee and deposit must be made in full at the time of request.

Rental fee and deposit must be submitted on separate checks. Unused rental deposit will be returned to Member no later than 14 business days after rental date or after necessary clean-up and repairs are completed (deposit less any charges for related expenses of cleaning due to misuse/carelessness, damages, loss, and failure to follow rental policies and procedures as stated in this agreement.)

Part or all of the deposit will be forfeited if:

1. Complaints are received either by the police, Kramer Homes Members, a Board of Director, Kramer Homes Manager due to noise or rowdy/inappropriate behavior in the duration of Kramer Center rental.
2. Complaints are received because of debris or trash in streets, neighboring yards, and/or around the Cooperative property requiring clean-up or repair by maintenance that can be attributed to the rental of the Kramer Center.

The amount of the deposit to be forfeited will be determined by the Kramer Homes Manager and/or Board of Directors. Notification of deposit forfeiture will be given in writing no more than 14 business days after rental date.

Any amount in excess of the deposit required to provide cleaning services, repairs or replacement will be added to the Member renter/sponsor's ledger for the following month. (Member renter/sponsor will be notified in writing within 14 business days of rental date.) If excess amount is not paid in full within 30 days of the next two (2) closing periods of ledger payment (the 10th of the month), additional fines and legal fees may be accrued.

**The Member renter/sponsor initialing and signing this rental agreement knowingly assumes all responsibility for rental of the Kramer Center and the actions of each person attending rental party.**

**Member Initials:** \_\_\_\_\_

### **COVID POLICY:**

In consideration of the renting of the Kramer Center to Member and allowing Member to invite guests to the Kramer Center as outlined above, Member agrees to follow all applicable Federal, State, County, and Local and Executive Orders or other laws, rules and regulations in place at the time of the event ("Guidance") to protect Member, other members, guests, and staff from COVID-19 and to require all of Member's guests to comply with all such Guidance. Despite following all the Guidance, Kramer Homes does not and cannot ensure that people participating in events at the Kramer Center will not become exposed to, contract, or spread

COVID-19. By choosing to rent the Kramer Center, you may be exposing yourself and/or your guests to COVID-19 and/or increasing the risk of contracting or spreading COVID-19. Should it be determined that current Guidance, in the sole discretion of Kramer Homes, renders the Kramer Center unavailable for your event, Kramer Homes may terminate this Rental Agreement, in which case a full refund will be issued for all fees paid to Kramer Homes, which will be Member's sole remedy for the termination of the Agreement.

Member acknowledges the highly contagious nature of COVID-19 and voluntarily assume the risk that Member and Member's guests may be exposed to or infected by COVID-19 by participating in any way in the rental of the Kramer Center and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Member understands the risk of becoming exposed to or infected by COVID-19 at the Kramer Center may result from the actions, omissions, or negligence of Member, guests, and others, including, but not limited to, Kramer Homes' agents and employees. Member has carefully read and voluntarily signs this COVID-19 Policy, Release and Indemnification Agreement and agrees that no representations, statements, or inducements, written or oral, which are not expressly contained in this Agreement have been made to Member. Member is aware that in executing this Agreement Member is forfeiting valuable legal rights, including the right to recover damages from Kramer Homes, whether caused by property damage, personal injury, disability, death and other loss of every kind and nature which relates directly to exposure to or contraction of COVID-19 by Member or guests, and other persons present at the event or in, on or about the Kramer Homes facility or otherwise caused. Member expressly understands and agrees that this release and general release is a promise by Member not to sue and a release of all claims which may otherwise be asserted by Member, on Member's behalf, or by any of my guests or other persons associated with the event. Member agrees to further indemnify, defend, and hold Kramer Homes harmless from any claims made against Kramer Homes, its agents or employees in any way related to COVID-19 at the event.

#### CANCELLATION POLICY:

**Cancellation of a rental agreement must be made at least 10 days prior to rental date (in writing). Any cancellations made within 10 days of rental date will forfeit entire \$250.00 deposit. Unless another rental is secured for the intended date, refund of deposit will be subject to the discretion of Management and/or the Board of Directors.**

I, \_\_\_\_\_ the Member renter/sponsor certify that I have read the Rental agreement and agree to the rental terms set forth above and assume responsibility for the notification and enforcement of the Rental Agreement Terms, including: all rules, regulations, and guidelines set forth in this Rental Agreement and the Kramer Homes Rule Book.

I do agree to pay for all repairs and damage to the building facilities and or equipment resulting from or related to my use of the Kramer Center and to pay the cost to replace any furniture, fixtures, equipment, and property that is damaged in connection with said use.

I further agree to indemnify and hold harmless Kramer Homes Cooperative, Inc., the Board of Directors Officers, Cooperative Management, Cooperative Members, or Cooperative agents from any and all losses, claims, damages, liabilities, expenses, attorney's fees and costs and obligations arising out of and related to injury to or death of any person, or damage to or loss of any property occurring as a result of, related to, or in connection with the use of the Kramer Center facilities by me, the Member renter/sponsor and/or by my guests.

**Member Initials:** \_\_\_\_\_

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**Party Date Requested** \_\_\_\_\_ **Start Time** \_\_\_\_\_ **End Time** \_\_\_\_\_

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**Purpose of Use / Party Type** \_\_\_\_\_ **Number of Guests** \_\_\_\_\_

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**Member Renter's Address** \_\_\_\_\_ **Unit Number** \_\_\_\_\_

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**Member Renter's Name (Printed)** \_\_\_\_\_ **Phone Number** \_\_\_\_\_ **Alternate Phone Number** \_\_\_\_\_

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**Member Renter's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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**Rental Fee Check Number** \_\_\_\_\_ **Rental Deposit Check Number** \_\_\_\_\_

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**Management Signature of Approval** \_\_\_\_\_ **Date** \_\_\_\_\_