



Jim Christensen, Marina Manager jachristensen@ci.ludington.mi.us

HVM 231-843-6032 400 S HARRISON STREET LUDINGTON, MI 49431 LMM 231-843-9611

HARBOR VIEW MARINA CLUBHOUSE RENTAL INVOICE

Date: _____

Name: _____

Address: _____

Phone Number: _____

Check 1: Alcohol being served: Yes _____ No _____

Great Room: _____ Ward Room: _____ Great & Ward Room: _____

Est number of Guests _____ Rental being used for: _____

Date of Rental: _____ Rental Fee: \$ _____ Refundable Security Deposit: \$ _____

Enclosed please find the Clubhouse Rental Agreement. The deposit is not included in the rental fee and is refundable if there are no damages or excessive clean up on behalf of Harbor View Marina.

If the Agreement meets your approval, simply fill it out, retain a copy for your files, and return the original to Ludington City Hall with your security deposit and all rental fees. On the week of your scheduled event please contact Marina Manager Jim Christensen (jachristensen@ci.ludington.mi.us or 231-845-6237) with set-up instructions.

Thank you for choosing Harbor View Marina. Should you have any additional questions or if I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Jim Christensen, Marina Manager

Office use only _____ Please do not write below this line

Security Deposit: _____ to be refunded. Security Deposit: _____ not to be refunded.

Amount to be refunded: \$ _____

Definitions

Half Day would be a 4-hour time period, ending no later than 5:00pm.

Whole Day would be a 8-hour time period ending no later than 5:00pm.

Evenings are from 6:00pm-12:00pm.

The examples of time periods may be modified with approval of the Harbor View Marina Manager.



CITY OF LUDINGTON, HARBOR VIEW MARINA
400 South Rath Avenue, Ludington, MI 49431
231-843-6032

CLUBHOUSE USE AGREEMENT

This agreement is made and entered into this _____ day of _____, 202_ by and between the CITY OF LUDINGTON, and _____ of _____ ("You" or "User").

1. **TERM.** The CITY OF LUDINGTON ("City") hereby authorizes the User to utilize the property described below on _____ and for the time span beginning at _____ and ending at _____. Should You, your guests or personal property occupy or remain at the facility beyond the time specified, there will be an additional charge of \$50.00 per hour for each hour past the ending time specified.

2. **PROPERTY.** The property is described as the Harbor View Marina clubhouse, including restrooms, and kitchen area of the clubhouse located at 400 S. Rath Avenue (the "facility"). The facility may be used strictly for private, noncommercial use only. All boat docks are private and, as such, are only available to You and your guests if you are a seasonal or transient slip holder at Harbor View Marina. Also, the pool, spa area, and the barbeque grills are provided for the use of the slip holders at Harbor View Marina only.

3. **FEE.** The total fee for the term hereof is the sum of \$ _____, payable by check or cash, as follows:
 - a) User shall deposit with the City a security deposit of \$ _____, which will be refunded to You, if no damages have occurred during your use and if excessive cleaning is not required. Your deposit, due with the signed Clubhouse Use Agreement, will automatically be forfeited in the event User's planned event is cancelled with less than one (1) week notice.
 - b) Full payment of the Fee must be received by the City at least one (1) week prior to the scheduled use of the facility.
 - c) Credit card payments are accepted but are subject to a 3% administration fee and must be paid at City Hall, 400 S. Harrison Street.

4. **SET-UP.** User is responsible for all event setup and tear down, and will clean up and restore the facility to the condition it was in at the commencement of the User's event. If additional time is needed for decorating the User will be charged accordingly. No decorations or other items may be nailed, stapled, taped, or otherwise fastened to the walls, curtains, or chandeliers. You must make prior arrangements with the City to insure the facility is available at the time you wish to decorate. Any repairs occasioned by User's activities will be charged to User. All decorations must be removed without damage to the facility immediately following the event, or a clean-up fee will be assessed.

5. **ALCOHOLIC BEVERAGES.** The sale, distribution or furnishing of alcoholic beverages to persons over 21 years of age is against the law without a license issued by the Michigan Liquor Control Commission. If, as the result of the User's activities to be conducted at the facility User is required to obtain a liquor license, then, as a condition precedent to this Agreement, User shall obtain both (a) a valid liquor license issued by the Michigan Liquor Control Commission; and (b) An insurance policy or liquor bond naming the City as an additional insured, insuring against any and all liability that may arise from User's sale or furnishing of alcoholic beverages at the facility. User shall present both its liquor license and insurance policy or liquor bond to the City for its inspection prior to the User entering the facility pursuant to this Agreement. User further agrees to not, directly or indirectly, by itself, its guests, invitees, agents, servants or employees, at any time, sell, furnish, give, or deliver, either for or without consideration, any alcoholic beverage to a minor or to any adult person who is at the time visibly intoxicated. As used herein, the term "consideration" shall be deemed to include, but not limited to, any fee, cover charge, storing of alcoholic liquor, the sale of food, ice, mixers or other liquids used with alcoholic liquor drinks or the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food. User further agrees to take all actions necessary to absolutely prevent and prohibit any official, employee, agent or servant of the City from doing anything or undertaking any activities at the facility and, specifically, but without limiting the generality of the foregoing, to take all steps necessary to prevent and absolutely prohibit such person's involvement in the purchase of alcohol, sale or distribution of alcohol, checking of identification at the facility, or any other activity, directly or indirectly, related to the enforcement of laws or regulations relating to the sale and distribution of alcoholic beverages.
6. **MARIJUANA AND CONTROLLED SUBSTANCES.** The possession, distribution or use of any controlled substance on or at the facility is strictly forbidden, as is the use of marijuana in any form.
7. **CLEAN-UP.** Clean-up will be done by the User or the deposit will be forfeited and, if the cost of clean-up exceeds the deposit, a clean-up fee will be assessed. Clean-up includes: bussing all tables, cleaning food remnants and trash from the floor, removing trash bags from containers, placing bags in receptacles outside of the south entrance, and replacing tables, chairs, or any other used items to the storage area.
8. **WAIVER OF LIABILITY.** City is not responsible for the loss of any personal items, merchandise, materials, or equipment left at the facility prior, during, or following the scheduled period of usage described above. User also agrees to irrevocably and unconditionally release the City, its officers, agents, servants and employees from liability, claims, actions, and causes of action arising out of or related to any cost, expense, liability, loss, damages, illness, death or injury sustained by User or any participant in the use of the facility or in connection with any food, services, personnel, beverages, props, entertainment, decorations brought to or left at the facility. This waiver applies to any loss occurring anywhere on City property.

9. **INDEMNIFICATION.** User shall indemnify the City, its officers, agents, servants, and employees, and hold them harmless from and against any and all claims, actions, damages, liability, including, but not limited to dram shop liability pursuant to the Michigan Liquor Control Act, as amended, and expense, including actual attorney's fees in connection with the loss of life, personal injury, damage to property or any act, whether known, unknown, foreseen, unforeseen, patent or latent, arising from any occurrence in or about the facility or from the occupancy or use of the facility by User, its guests, invitees, agents, servants and employees, or resulting, in whole or in part, from any act or omission of User, its guests, invitees, agents, servants, and employees.

10. **COMPLIANCE WITH LAWS AND RULES.** User agrees to comply with all laws, ordinances, codes, and regulations in connection with the use of the facility. User also agrees to comply with any rules and regulations adopted by City in connection with the use of the facility, all of which shall be considered part of this Agreement.

11. **ASSIGNMENT ANDS INTEGRATION.** This Agreement may not be assigned in whole or in part by User without the prior written consent of the City. This Agreement constitutes the sole agreement between the parties relating to its subject matter and there are no prior or contemporaneous agreements or understandings that have not been fully superseded by this Agreement.

User has read this agreement and agrees to the terms and conditions listed.

City of Ludington

By _____

User Signature

It's _____

User Name

Return Deposit to: (if different than User)

User Address

Name

User Telephone/Cell Number

Address

Date

Definitions

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Whole Day would be a 8-hour time period ending no later than 5:00pm.

Evenings are from 6:00pm-12:00pm.

The examples of time periods may be modified with approval of the Harbor View Marina Manager.

HARBOR VIEW CLUBHOUSE RENTAL RATES
SLIP HOLDERS & CONDOMINIUM OWNERS

GREAT ROOM – Approx. 2600 Sq. Ft/Capacity 125

4 Hour block until 5:00pm

Half Day – Monday thru Friday \$250

Half Day – Saturday and Sunday \$350

8 hour block until 5:00pm

Full Day – Monday thru Friday\$375

Full Day – Saturday and Sunday\$550

After 6pm

Evenings – Sunday thru Thursday\$400

Evenings – Friday and Saturday\$850

Refundable Security Deposit: \$250

WARD ROOM – Approx. 825 Sq. Ft/Capacity 40

Half Day – Monday thru Friday\$175

Half Day – Saturday and Sunday\$200

Full Day – Monday thru Friday\$250

Full Day – Saturday and Sunday\$350

Evenings – Sunday thru Thursday.....\$200

Evenings – Friday and Saturday...\$300

Refundable Security Deposit: \$100

GREAT/WARD ROOM COMBO – Approx. 3425 Sq. Ft.

Half Day – Monday thru Friday\$350

Half Day – Saturday and Sunday\$450

Full Day – Monday thru Friday\$500

Full Day – Saturday and Sunday\$650

Evenings – Sunday thru Thursday\$450

Evenings – Friday and Saturday.....\$1050

Refundable Security Deposit: \$350

Refundable Security Deposit required with signed contract.

For smaller events, consider our Ward Room available year round.

Great Room not available for rental Memorial Day through Labor Day

ALL EVENTS MUST END AT MIDNIGHT

5/12/2021

HARBOR VIEW CLUBHOUSE RENTAL RATES

GREAT ROOM – Approx. 2600 Sq. Ft/Capacity 125

4 Hour block until 5:00pm

Half Day – Monday thru Friday \$300

Half Day – Saturday and Sunday \$400

8 hour block until 5:00pm

Full Day – Monday thru Friday\$400

Full Day – Saturday and Sunday\$600

After 6pm

Evenings – Sunday thru Thursday\$425

Evenings – Friday and Saturday\$950

Refundable Security Deposit: \$250

WARD ROOM – Approx. 825 Sq. Ft/Capacity 40

Half Day – Monday thru Friday\$200

Half Day – Saturday and Sunday\$250

Full Day – Monday thru Friday\$300

Full Day – Saturday and Sunday\$400

Evenings – Sunday thru Thursday.....\$250

Evenings – Friday and Saturday...\$325

Refundable Security Deposit: \$100

GREAT/WARD ROOM COMBO – Approx. 3425 Sq. Ft.

Half Day – Monday thru Friday\$400

Half Day – Saturday and Sunday\$500

Full Day – Monday thru Friday\$550

Full Day – Saturday and Sunday\$750

Evenings – Sunday thru Thursday\$500

Evenings – Friday and Saturday.....\$1250

Refundable Security Deposit: \$350

Refundable Security Deposit required with signed contract.

For smaller events, consider our Ward Room available year round.

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ALL EVENTS MUST END AT MIDNIGHT

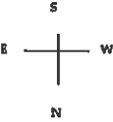
2/22/2021

WARD ROOM LAYOUT

DOOR

DOUBLE
DOORS

LL



TV

GREAT ROOM LAYOUT

TV

Shen
r



'ay
ooma



Hallw

rinding
ountain

Front Doors

