



NMC
Hagerty Center

Event Reservation Contract

| | |
|------------------------------|-----------------------------|
| Event Date(s): _____ | Facility Rental |
| Guest Count: _____ | Rate: _____ |
| Event Name: _____ | Space |
| Contact Name: _____ | Reserved: _____ |
| | Time Reserved: _____ |
| Organization | Type of |
| Name: _____ | Function: _____ |
| Billing | |
| Address: _____ | Security |
| _____ | Services |
| _____ | Required: _____ |
| Phone Number: _____ | Prepared By: _____ |
| E-mail Address: _____ | Today's Date: _____ |

Facility Use

Northwestern Michigan College's property, buildings, parking lots and grounds are designed and reserved for supporting the purposes of the institution. Consistent with Board of Trustees policy, Northwestern Michigan College (NMC) also makes its physical facilities available to responsible groups and organizations on a rental basis, after meeting College needs.

Scheduling Responsibility

All Hagerty Center property, buildings, parking lots and grounds belong to the College. Hagerty Center space usage for any reason must be scheduled through appropriate Hagerty Center Management Staff to ensure equitable and appropriate application of the scheduling policy and procedures and to minimize conflicts in bookings.

Scheduling Order

Hagerty Center scheduling will be built in the following order:

1. Non-NMC Professional Development Activities
2. Recurring Clients
3. Other Non-NMC Events
4. NMC Events and Meetings

Fees

All use of Hagerty Center space has a cost. Fees for space usage are based on these characteristics:

- The amount of rooms or space required for an event and the length of time needed
- The relationship of the event to the College's mission and purposes
- The organization's for-profit, non-profit or NMC Internal status

For current rental fees, see fee schedules available from the Hagerty Center.

Fees are subject to change without notice.

Deposit and Event Reservation Contract

A deposit, along with a signed copy of this contract, is due to the Hagerty Center Office in order to secure your reservation. We will hold a tentative booking for up to ten (10) days from the date of this reservation contract without a deposit. The date will be released if we do not receive the deposit and Event Reservation Contract within ten (10) days, unless other arrangements are made with the Hagerty Center Director.

The amount of the deposit required will be equal to the amount of the room rental fees. Deposits and payments may be made in the form of a MasterCard, VISA, America Express or Discover credit card, or by a check made payable to: NMC-Hagerty Center.

Payment Schedule

The payment schedule for events at the Hagerty Center is as follows:

| Payment | Amount | Payment Due |
|-----------------|-------------------|------------------------------------|
| Initial Deposit | Room Fees | Within 10 days of contract request |
| Final Payment | Remaining Balance | Upon receipt of post-event invoice |

The Hagerty Center Director must approve, in writing, any adjustments to the above schedule. The Hagerty Center will assess a monthly interest charge of 1.5% (19% annually) to all unpaid balances after 30 days of the original invoice date.

Cancellation

If cancellation of your event becomes necessary, please refer to the following schedule to determine if any refunds will be available. The Hagerty Center Director must approve, in writing, any adjustments to the following schedule.

| Function Date | Amount Refunded |
|----------------------|---|
| 120 days or more | Full refund of deposit, less \$100 administration fee and any costs incurred for special order items. |
| 60 to 119 days | 50% refund of deposit, less \$100 administration fee and any costs incurred for special order items. |
| 59 days or less | 100% of deposit will be forfeited. |

The Hagerty Center shall not be liable for failure to provide facilities or services under this contract in the event such failure is a result of Acts of God, inclement weather, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, or any other cause, beyond Northwestern Michigan College's control.

Facility Guidelines

- All events at the Hagerty Center must be staffed by Hagerty Center personnel.
- The Hagerty Center is a non-smoking facility and **NMC is a non-smoking campus**.
- Specific rooms are booked for events based on availability, preference and the anticipated number of guests. If there are fluctuations in confirmed attendance, the Hagerty Center reserves the right to reassign rooms accordingly.
- Events may be booked until 12:00 AM, at which time we ask that guests begin to depart and all entertainment come to a close. Food and beverage service is available until 11:30 PM.
- The Hagerty Center reserves the right to limit the sound level in the Hagerty Center for the consideration of our other guests and neighbors.
- The Hagerty Center is located on the Great Lakes Campus of Northwestern Michigan College. There is ample parking available for all but the largest events. Accordingly, pursuant to Traverse City Ordinance, the Traverse City Senior Center parking area is for Senior Center and/or beach & park usage only and we ask that attendees of Hagerty Center events refrain from using that area.
- Hagerty Center facilities and grounds may not be used for overnight camping. Overnight parking may be permitted in certain instances, but a waiver must be filled out and filed by the Hagerty Center Director.
- Hagerty Center facilities may not be used by an individual, group or organization that advocates or subscribes to any theory or doctrine subversive to the Constitution or laws of the United States or the State of Michigan. This restriction does not prohibit the discussion of controversial subjects in a public forum.
- Inaccurate or untruthful statements made in applications, or violations of the Hagerty Center's policies and procedures, including non-payment, may place the responsible persons or organizations on an ineligible list for future use of facilities.
- All users of Hagerty Center facilities are subject to the policies and procedures of the Hagerty Center/Northwestern Michigan College. In addition, all federal, state, county, and local municipality laws and ordinances are applicable to the Hagerty Center and the user, including Fire Codes and room capacities.
- Organizations/individuals using the Hagerty Center are responsible for any and all damage to the building or its contents due to such use other than reasonable wear and tear. Hagerty Center must review all directional signage, decorations, posters, and flyers before they are posted or distributed. Any activities or decorations involving open flames are prohibited, as is the use of any confetti, glitter or similar material as table decoration. The use of nails, pins, tacks, staples, glue or tape on walls, floors, doors, windows or ceiling is prohibited. All equipment, signage and/or decorations brought in by the user must be removed within one hour of the event's conclusion, unless specified in writing by the Hagerty Center Director. The Hagerty Center assumes no liability for such equipment.
- All events requiring display spaces, booths or other additional set-up must adhere to all local, state and federal fire and building codes. Doors, hallways, staircases, elevators, fire exits or emergency equipment must not be blocked or interfered with. Fire doors must not be propped open at any time.
- In the event organization/individual breaches any terms of this contract, Hagerty Center may immediately terminate this contract and organization/individual's right to use Northwestern Michigan College's facilities without liability and penalty to the Hagerty Center or Northwestern Michigan College.

Service Guarantee

Arrangements for Hagerty Center events, especially larger, multi-day events, should be finalized 4-6 weeks prior to the scheduled date. The final guaranteed attendance is required five (5) business days prior to your event. Any changes made within five (5) days of your event may be subject to additional fees. All charges and set-ups will be based on your final count, with food amounts including a 5% overage. If a guarantee is

not received as required we will consider the most recent communication regarding the number of people booked as the final guarantee and prepare final invoicing on that basis.

As food and beverage prices are apt to change due to market conditions, menu prices will only be guaranteed thirty (30) days prior to the event. We reserve event space based upon the original estimated count and should the final guarantee fall below 75% of the original estimated count, additional charges may be applicable.

Food and Beverage

All food and beverage items must be provided by the Hagerty Center staff and must be consumed on Hagerty Center premises. The only exception will be for specialty cakes and desserts, which may be brought in if prepared in a commercial kitchen and approved by the Hagerty Center Director. All food and beverage items will be subject to Michigan sales tax and a 19% service charge. No food and beverage items may leave the Hagerty Center premises. All perishable foods on a lunch, dinner or hors d'oeuvres buffet will be removed after a maximum of two hours. Continental breakfast buffets and AM or PM break stations will be removed after a maximum of one hour.

All plated and buffet prices are based on groups of twenty-five (25) or more guests. If the final count does not meet these requirements, additional charges may be added.

All Federal, State and Local laws regarding the purchase and consumption of food and beverage items are adhered to *strictly*. The Hagerty Center cannot serve alcohol to anyone under the age of 21. If there is a question of age a picture ID will be required – NO EXCEPTIONS. We ask for your cooperation in helping us control underage drinking. The Hagerty Center also reserves the right to refuse alcohol service to any individual who is deemed intoxicated or under the influence of other controlled substances.

Shipping and Receiving

Items for any event may only be shipped to the Hagerty Center with prior approval. Please contact the Hagerty Center Office at 231-995-1146 to let us know of a shipment, so we may be prepared to receive and store the material properly. Due to storage limitations, the Hagerty Center should receive items no more than three (3) days in advance of the event. Additional fees may apply to storage that requires special areas, large amounts of space or special in-house handling by Hagerty Center personnel.

Packages may be labeled as follows:

*Hagerty Center at NMC
715 East Front St.
Traverse City, MI 49686
Attention: Contact Name, Event Name and Date(s) of Function*

Pre-event and Post-event Access

Our staff would be pleased to arrange, in advance, special times when events may be set-up or taken down. Arrangements must be made at least **4-6 weeks** in advance to allow for coordination with other contracted groups. The Hagerty Center reserves the right to grant or deny special access requests, and to apply ½ day rates for set-up and tear-down when applicable.

Security

The Hagerty Center cannot be held responsible for loss, theft or damage to property belonging to event participants, including items shipped prior to the date of the event. Should items need to be secured in meeting rooms, arrangements may be made with the Hagerty Center Director prior to the event.

The Hagerty Center reserves the right to inspect and control all events held on the premises. Liability for damages to the premises and conduct of the guests in attendance will be the responsibility of the organization/individual.

The Hagerty Center may require security for specific events that relate to large numbers of guests and/or the sales & service of alcoholic beverages. These events may include, but are not limited to:

- Social events of more than 100 guests in which alcohol will be served
- Trade shows and exhibits of more than two (2) hours in length, and/or with more than 250 guests
- Events in which large amounts of parking will be needed

The fee for additional security will be determined by the Hagerty Center during the planning process of the event, and will be the responsibility of the organization/individual.

Note: Please familiarize yourself with emergency exit locations in each room in case of an emergency.

Audio/Visual Needs

The Hagerty Center carries a vast array of audiovisual equipment as well as special services through the NMC Media Technologies Department. Professional A/V support for a single-day or multi-day event may be provided for a charge of \$40.00 per hour. Please let us know of any audio/visual needs prior to the event so that we may help accommodate. The Hagerty center requires the use of available in-house media equipment when applicable. Non-Profit A/V equipment rental fee discounts are also available.

Tax Exemption

At the time of booking an event, a tax-exempt certificate from the State of Michigan and a confirmation letter from the IRS must be submitted to the Hagerty Center Office in order for tax-exempt and non-profit rates to apply.

Thank you for choosing the Hagerty Center at Northwestern Michigan College. We hope that the preceding information will be helpful in planning your event. If you should have any questions or concerns about the material, please contact the Hagerty Center Office at 231-995-1146. The Hagerty Center Office is open from 8:00 AM until 5:00 PM Monday through Friday. Appointments are also welcome both during business hours and after hours to explore the Hagerty Center facility and meet with event planning staff.

Special Requests

If the arrangements, as outlined in the above Event Reservation Contract, are consistent with your expectations, please sign below, retain a copy for your records, and return a copy to the Hagerty Center Office via fax at 231-995-3152 or regular mail.

X _____
Signature of Lessee

Date

X _____
Signature of Hagerty Center Director

Date