

KALAMAZOO POETRY COLLECTIVE FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is entered into between the Kalamazoo Poetry Collective ("KPC") and _____ ("Renter"), for use of the Kalamazoo Poetry Collective offices located at the Kalamazoo Nonprofit Advocacy Coalition- 315 W Michigan Ave., Kalamazoo, MI, 49007.

\$35 hourly rental rate with a 2 hour minimum, due day of the event. Deposit of half the rental fee is due upon scheduling confirmation. This timeframe includes set-up and tear-down of the event. The occupancy of the office space should not exceed 20 persons across both rooms, with additional occupancy subject to approval. Rental periods must take place between the hours of 9am and 11:59pm Eastern Standard Time.

Example: Event starts at 6pm, and lasts one hour. One hour of each set-up and tear-down time is needed. The rental period would be from 5pm-8pm.

EVENT INFORMATION

Organization/Individual Name: _____

Contact Person: _____

Phone: _____

Email: _____

Date of Use: _____

Setup Time: _____

Event Time: _____

Cleanup Completion Time: _____

Purpose of Event: _____

Estimated Attendance: _____

Number of rental hours: _____

Total Rental Fee: _____

Security Deposit Due: _____

Emergency Contact: _____

1. FACILITY

KPC agrees to allow Renter temporary use of the Kalamazoo Poetry Collective office space for the date and time listed above. The space shall be used solely for the purpose described in this Agreement unless otherwise approved in writing by KPC.

2. RENTAL FEE

Half of the rental fee must be paid as a deposit when scheduling is confirmed and contract is signed. Remainder of rental fee is due in full on the day of the event, or earlier.

3. USE OF SPACE

Renter agrees to:

- Use the facility in a safe and respectful manner.
- Comply with all applicable federal, state, and local laws.
- Respect the maximum occupancy limits established by KPC (25).
- Refrain from activities that may damage the facility, furnishings, equipment, or reputation of KPC.
- Leave the facility in the same condition in which it was found.

4. PROHIBITED ACTIVITIES

Unless expressly authorized in writing by KPC, the following are prohibited:

- Smoking or vaping inside the facility.
- Illegal substances or activities.
- Open flames.
- Alterations to the facility.
- Activities that create excessive noise or disrupt neighboring tenants.

5. CLEANUP AND DAMAGES

Renter is responsible for removing all personal property, decorations, and trash at the conclusion of the event.

Renter agrees to reimburse KPC for any damage to the facility, furnishings, equipment, or property resulting from the event beyond normal wear and tear.

6. LIABILITY

Renter assumes responsibility for all participants, guests, and invitees attending the event.

To the fullest extent permitted by law, Renter agrees to indemnify, defend, and hold harmless Kalamazoo Poetry Collective, its officers, directors, employees, volunteers, and agents from any claims, damages, losses, liabilities, costs, or expenses arising from the Renter's use of the facility.

7. CANCELLATION

Cancellations made at least 15 days prior to the event shall receive a refund of any rental fee payment made.

Cancellations made fewer than 15 days before the event are eligible for only a prorated refund of the rental fee already paid.

KPC reserves the right to cancel this Agreement due to unforeseen circumstances, safety concerns, facility issues, or other reasons beyond its control. In such cases, any rental fees paid shall be refunded.

8. NO TENANCY CREATED

This Agreement grants temporary permission to use the facility and does not create a landlord-tenant relationship, leasehold interest, or any right of occupancy beyond the date and time specified herein.

9. NON-ENDORSEMENT

Permission to use the facility does not imply endorsement, sponsorship, or approval by the Kalamazoo Poetry Collective of the renter, organization, event, activities, viewpoints, products, services, or materials associated with the event.

10. PUBLICITY AND USE OF NAME

The renter may not use the name, logo, trademarks, or likeness of the Kalamazoo Poetry Collective in advertising, promotional materials, social media, press releases, or other public communications without prior written permission from KPC.

If permission is granted, all references to KPC must be accurate and approved by KPC in advance.

11. ACCESSIBILITY AND NONDISCRIMINATION

Renter agrees to adhere to the two KPC policies listed below:

KPC Anti-Discrimination Policy

Equal opportunity is important for the continuing success of the Kalamazoo Poetry Collective (KPC). KPC does not discriminate in any of its activities or operations on the basis of race, color, religion (creed), sex or gender, gender expression, age, size, national origin (ancestry), disability, marital status, sexual orientation, military status, or socioeconomic background. This policy applies to all activities of KPC, including but not limited to employment, selection of volunteers, grant making, purchasing, selecting vendors and consultants, and programming. KPC is an equal opportunity employer. We embrace a philosophy that recognizes and values diversity. Our goal is to attract, develop, retain and promote talented and diverse people in a culture where all contribute to their fullest potential.

Agreement to be Open and Affirming Policy

In partnering with the Kalamazoo Poetry Collective, we agree to welcome all those regardless of their identity. Furthermore, we value the existence of BIPOC, LGBTQIA+ people, people with disabilities, and any group of people who have been systematically marginalized or oppressed. We demonstrate this value through our statements and actions.

12. ALCOHOL AND CONTROLLED SUBSTANCES

Alcohol may not be served, sold, or consumed on the premises without prior written approval from KPC and compliance with all applicable laws, permits, and insurance requirements.

Illegal drugs and controlled substances are strictly prohibited on the premises.

13. RIGHT TO TERMINATE USE

KPC reserves the right to terminate an event or require participants to leave the premises if the renter violates this Agreement, engages in unsafe or unlawful conduct, exceeds the approved occupancy limit, causes significant disruption to neighboring tenants, or otherwise creates a risk to persons or property.

In such cases, rental fees will be forfeited.

14. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under this Agreement when such failure is caused by circumstances beyond its reasonable control, including but not limited to severe weather, fire, utility failure, governmental action, public health emergencies, labor disputes, or other unforeseen events.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes any prior discussions, representations, or agreements relating to the use of the facility. Any modifications must be made in writing and signed by both parties.

AGREED AND ACCEPTED

RENTER

Signature: _____

Printed Name: _____

Date: _____

KALAMAZOO POETRY COLLECTIVE

Signature: _____

Printed Name: _____

Title: _____

Date: _____