



**City of Ypsilanti**  
Freighthouse Rental Contract

Date:

Thank you for selecting the Ypsilanti Freighthouse for your event. We look forward to extending our hospitality and services to you and your guests. To ensure proper service and a great event for everyone, please verify and review the following information:

This Rental Agreement- made and entered into as of the date last set forth below, by and between the City of Ypsilanti (CoY), and,

Whereas, renter desires to rent the facility from CoY on the terms and conditions set forth herein, in addition to the CoY Building Policies and Regulations, and CoY is willing to rent the facilities on such terms and conditions,

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, in receipt and adequacy of which is hereby acknowledged, the parties agree as set forth below.

Purpose:

Date:

Contact Person:

Day-of Contact:

Start Time:

End Time:

Guest Count:

Space Utilized: Great Hall: \_\_\_\_\_ Café: \_\_\_\_\_ Kitchen: \_\_\_\_\_

Damage Deposit: \$ \_\_\_\_\_

Trash Removal:

Renter Agrees to the \$300 fee for staff to handle trash removal \_\_\_\_\_ (initials)

Renter will remove all trash from premises at no additional cost or fee \_\_\_\_\_ (initials)

Rental Fee: \$ \_\_\_\_\_ Trash Fee: \$ \_\_\_\_\_ Damage Deposit: \$ \_\_\_\_\_ Total Due: \$ \_\_\_\_\_

The damage deposit will be refunded within two weeks, if the space passes inspection following the event and is cleared by the Event Coordinator. Tax Identification Number (Required for Non-Profit Organizations Only) \_\_\_\_\_

Payment Information: Payment is accepted in the form of cash or check. Please make checks payable to the City of Ypsilanti. Upon execution of the Agreement and payment of the required rental fee and deposit, the Ypsilanti Freighthouse shall be reserved for Renter on the

Date of: \_\_\_\_\_ Times: \_\_\_\_\_

- Renter must submit final guest count 30 days prior to the event and comply with the parking plan provided by the Event Coordinator. Renters with 150 guests or more must provide valet services for their guests. Renters are required to provide written proof of such a valet service agreement to the Event Coordinator 30 days prior to scheduled event. Failure to do so may result in loss of reservation and payments.
- It is understood and agreed that should your group fail to adhere to all rules, policies, and conform to the proper use of the building, the CoY may, at its discretion, terminate this agreement and require the renting parties to vacate the building (during the event if necessary), forfeiting any and all fees and monies.
- CoY is not held liable for events not being held due to uncontrollable circumstances.
- The Ypsilanti Freighthouse is an historic facility with no central air conditioning. While staff will do their best to make sure the temperature is as comfortable as possible through fans and open doors, CoY cannot be held liable for excessively hot or cold days. It is the renter's responsibility to bring in any additional cooling equipment such as fans. By signing this contract, I understand that it may be warmer or cooler than a non-historic facility during excessively hot or cool days.
- CoY is not responsible for lost or stolen items. If you need locked storage, please see a staff member.
- I/We have read and understood this agreement and the policies it contains. I understand that if I/we or any of the guests or vendors at the event does not comply with this agreement or the policies the event may be immediately terminated by CoY, in its sole discretion, and/or all deposits made retained by CoY. I understand and agree that, in addition, I/we will be responsible and liable to CoY for any costs exceeding the amount of the retained deposit.

Thank you,  
Wendy Estey  
Freighthouse Booking Manager

I have read and agree to the terms outlined in the CoY Rental Contract \_\_\_\_\_

I have read and agree to the terms outlined in the CoY Building Policies and Regulations \_\_\_\_

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_ CoY: \_\_\_\_\_ Date: \_\_\_\_\_

# CITY OF YPSILANTI

## FREIGHTHOUSE RENTAL CONTRACT

Renter Name \_\_\_\_\_ Rental Date: \_\_\_\_\_

Renter must distribute a copy of this page to all contractors, planners, florists and other involved in the event.

City of Ypsilanti (CoY) hereby rents to Renter for the date, time and hours indicated, and Renter accepts in its present condition the Ypsilanti Freighthouse (premises) located at 100 Market Street, Ypsilanti, MI 48197.

### **Use of Premises, Alterations and Furnishings:**

1. The Freighthouse shall be used by the Renter exclusively.
2. Renter shall comply with all fire, health and sanitary laws, and ordinances, rules and orders of CoY.
3. No candles or open flames and no fog machines are permitted on premises.
4. No wall hangings or decorations may be applied to walls, doors or windows without prior written permission. Free-standing screens may be used.
5. No flammable materials are allowed on the premises such as straw or hay bales, large quantities of grape vines or other such materials. Renter shall not have on or around premises anything that is dangerous, flammable, explosive or might increase the danger of fire.
6. Smoking is not permitted on the premises.
7. Pathways to emergency exit doors must be free and clear at all times.
8. Renter is responsible for any emergency services required by Renter's use of premises.
9. Children must be supervised at all times.
10. Renter must not make any alterations to the premises.
11. Light fixture must remain as-is and uncovered.

### **Condition of Premises.**

Renter has examined the premises and agrees the premises are in good order and repair, safe, clean and in rental condition.

### **Surrender of Premises**

At the expiration of the Rental Agreement, Renter shall quit and surrender the premises in as good a state and condition and cleanliness as they were at the commencement of the Rental, reasonable use and wear excepted.

### **Damage Deposit**

The damage deposit shall not be applied to rent. The damage deposit will be forfeited for any damage caused to the premises or breach of this rental agreement.

### **Liability**

The liability of CoY shall never exceed the amount of the rental contract.

**Governing law**

This Freighthouse rental agreement is the whole of the Rental Contract and supersedes any and all verbal agreements made in past, now or in the future. Any and all changes to this Contract must be in writing and acknowledged by both parties to be valid.

Ypsilanti Historic Freighthouse  
100 Market Pl, Ypsilanti, MI 48198  
[Freighthouse@CityofYpsilanti.com](mailto:Freighthouse@CityofYpsilanti.com)

## Ypsilanti Historic Freighthouse Building Policies and Regulations

### RULES

**Overview** - The private rental fee, as detailed in the Renter Contract, includes use of facility tables and chairs, and the presence of an Event Coordinator during the event. The Ypsilanti Freighthouse may be reserved up to 12 months in advance for private rentals. Renter may bring their own additional tables and chairs but must abide by fire code capacity limits. Delivery, set-up, and tear down may only occur within the contracted rental time.

**Reservation Process** - The Ypsilanti Freighthouse is reserved on a first-come, first-served basis. Those interested in reserving a date may contact Wendy Estey via phone (734-482-9825) or email ([Freighthouse@CityofYpsilanti.com](mailto:Freighthouse@CityofYpsilanti.com)). Dates at the Ypsilanti Freighthouse are considered reserved once the Building Policies and Regulations with the Renter and a Rental Contract has been signed, as well as, full payment of the rental fee, trash fee, and damage deposit.

**Cancellations** – Cancellations must be made three (3) months in advance of the rental date, for a 50% refund of the rental fee and a full refund of the damage deposit. Cancellations made less than three (3) months in advance of the rental date are non-refundable.

- a. Cancellations or change of date must be in writing to Wendy Estey.

**Use of Property** – Rental of the site includes the use of the spaces listed on the Rental Contract in addition to the restroom facilities.

1. **Building Access** – The Ypsilanti Freighthouse will only be open for entry during the contracted rental times. The Freighthouse Event Coordinator will be present only during these times. All deliveries and arrivals of service providers must take place during the contracted rental time. Early access by a service provider will result in double the hourly rate, deducted from the damage deposit. If extra time is required, please contact Wendy Estey two (2) weeks prior to your event about purchasing additional hours for your event day. All cleaning, tear down, etc., must be completed within the contracted time set forth in the Rental Contract.
2. Please leave rental space(s) as found upon arrival. Tables and chairs returned to original location; countertops and tables wiped clean; floors swept clean of any food or other debris following all events.
3. Please **do not drag items across any floors** in the Ypsilanti Freighthouse.

**Excess Time Fees** - Rental Fees are based on the stated actual Start/End Times, which includes food service, DJ set-up and tear down time. If Renter, their guests, or service providers exceed the block Start/End Times set forth in the Rental Contract for any reason, unless such excess is agreed to in writing by the Freighthouse Event Manager in advance, an excess time fee will result in **double the hourly rate**, deducted from the damage/policy deposit, and billed in 1/2 hour increments.

**Open Flame** – No cooking is allowed on premises. Buffet lines are allowed.

- All Catering companies must be self-contained with hot boxes or have the ability to prepare and cook meals within self-contained kitchen/trailers.
- Kitchen trailers/vendors are allowed to park in the designated parking spaces only.
- The use of propane heaters inside the building or outside on the deck is prohibited.
- Fire extinguishers are placed throughout the building. All vendors are required to have knowledge of use. If your vendor is not on our "preferred vendor list," please have them contact our office.
- **Candles** - The Freighthouse does not allow candles or torches anywhere on premises, including outdoor areas.
- No fireworks are allowed on property, inside or out, including sparklers.

- Please contact the Event Coordinator regarding unity candles for ceremonies.

**Parking/Shuttle Requirements** – The **City of Ypsilanti requires renters and their guests to abide by the parking plan as provided by the Event Coordinator. Shuttle service is required for parties over 150 guests and those plans must be approved in writing no fewer than 30 days before an event at the risk of cancellation.**

- Parking is not allowed off asphalt, on bike trails, in the circle drive in front of main building, or on the one lane road that is considered a fire lane and must be kept clear at all times except for loading and unloading of items.
- **For parties of more than 150 people – shuttle transportation or valet services are required.**
- Limousines must enter through Aubree's Restaurant parking lot.
- All parties must submit a parking plan, regardless of party size, to the Event Manager thirty (30) days prior to the event.

**Tables and Chairs** - All tables and chairs that belong to the Freighthouse must remain in the building. Table coverings and linens are not provided. Outdoor/outside furniture is permitted but not provided by the Freighthouse.

**Decorations** – All Decorations must be approved by the Event Coordinator.

- No tape, nails, or staples can be used on building surfaces. No tape of any kind is allowed on the wood floors.
- Scotch 3M Quick Release plastic hooks or similar type of product that will not damage paint or walls is permissible.
- The City of Ypsilanti does not allow candles or torches anywhere on premises, including outdoor areas. Battery operated tea lights are recommended.
- No loose substances, such as rice, confetti, birdseed, potpourri, glitter, flower petals etc. may be thrown or scattered during an event. Flower petals may be used for decorating purposes on tables only and must be cleaned up entirely at the end of the event. Use of such decorations on floor is prohibited under all circumstances, including in conjunction with the use of a floor runner.
- Non-Helium balloons and floral decorations are permitted for events. **Helium balloons are prohibited.** Balloons must be disposed of properly (deflated and placed in trash receptacles). Use of helium balloons will result in termination of your event and loss of deposit.
- Signs directing guests are permissible and must be disposed of immediately after the event.
- No additional lighting fixtures or lights are allowed on the property without prior written approval by the Event Coordinator. If approved, additional lighting fixtures may only make use of existing outlets. No alteration or use of the fuse box or other electrical systems for additional lighting will be allowed.

**Disc Jockey, Live Music, and Noise** - Live bands and DJs are permitted.

- Amplified music must be maintained at a reasonable volume and is only allowed inside the building.
- The Renter will provide contact information and entertainment details to the Event Coordinator at least one (1) month prior to event.
- A representative from the DJ or band must introduce themselves on the day of the event to the Event Manager.
- Please inform bands or DJs of the contracted rental time so they allow time to break down their equipment. Recommended break down time is one hour. If the DJ or band stays past the contracted rental time, double the hourly rate will be deducted from the damage/policy deposit, as discussed herein.
- The Event Coordinator is authorized to lower sound provided by Band or DJ if deemed, in his or her sole discretion, to be too loud.
- Renter is responsible for any costs, fees, or fines issued for violation of the City of Ypsilanti Code of Ordinances regarding noise.
- Renter may, at his or her sole cost and expense, obtain a permit from the City of Ypsilanti with regard to noise.

**Electrical Needs** - Please provide a list of additional electrical needs at least 30 days prior to your event. All electrical needs including appliances and lighting are not allowed on the property unless first approved by the Event Coordinator. If approved, additional lighting and/or appliances may be brought in as long as fixtures can be plugged into existing outlets. No alteration or use of the fuse box or other electrical systems for additional lighting will be allowed.

**Smoking** – Vendors, staff, and guests must follow the smoking policy.

- No smoking is allowed inside the building or on the deck areas. Smoking is prohibited within 30 feet of the **deck area.**
- Smoking materials may not be distributed to guests inside the building or out on the deck.
- Anyone found smoking in the no smoking areas will be advised of the no smoking policy. The Renter will be notified as well. **If guests or the Renter have to be told a second time, the Renter will lose the entirety of their 20% refundable deposit and possible termination of the event.**

**Alcohol** - Beer, wine, liquor, and champagne are permissible for consumption at the Ypsilanti Freighthouse.

- Kegs and ice must be placed in containers that do not sweat or develop condensation. Also, a floor covering must be placed under the containers to prevent water damage to the floor.
- **If there is a liquid spill or leakage, please notify the Event Coordinator on-site so it is cleaned up as soon as possible.**
- Renter and/or Renter's guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated. Renter and/or Renter's guests shall require proof of age of all persons prior to serving them alcohol.
- The Event Coordinator is authorized to close the bar down if, in his or her sole discretion, alcohol consumption becomes a dangerous situation and is the cause of damage to the property.
- If renter will furnish or serve alcohol at the Event, Renter will procure and maintain, at its sole cost and expense, liquor liability insurance in which the City of Ypsilanti are additional insureds with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Event Coordinator with a certificate of insurance at least 30 days prior to the Event.
- If Renter will contract with a caterer or third party to furnish or serve alcohol at the Event, such caterer or third party shall procure and maintain, at its sole cost and expense, comprehensive general liability insurance with combined single limit coverage \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and liquor liability coverage insurance with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The City of Ypsilanti and Renter shall be named as additional insureds. Renter will furnish the Event Coordinator with a certificate of such insurance at least 30 days prior to the Event.

**Trash and Recycle Disposal** - Cleaning up after each event is critical to ensuring return of your full damage deposit. Renters will dispose of all trash in the provided bins and bags. For an additional \$100 fee, the Event Coordinator will dispose of all trash following the event. Renter can also take the trash away at no additional cost or fee. The Friends of the Ypsilanti Freighthouse will provide trash bags.

- **Note: If Renter does not pay the additional trash removal fee and fails to properly remove ALL trash from the premises, a \$100 fee will be deducted from the damage deposit.**
- Vendors/Renters may use sinks to dispose of water-based organic liquids and food juices only (no oils). There are no garbage disposals.

**Pets** – Due to the nature of the historic building, no pets of any kind are allowed inside the Great Hall at the Ypsilanti Freighthouse. Service animals are excluded. The City of Ypsilanti follows State of Michigan service animal legislation. Exceptions to this rule may be negotiated. [State of Michigan Registered Service Animals FAQ](#).

#### **VENDOR POLICIES**

Due to the historic and sensitive nature of the Ypsilanti Freighthouse Great Hall, vendors are required to sign and execute our "Vendor Agreement Policy," required by the City of Ypsilanti to help protect and preserve this historic building. Once a vendor has so signed and executed this policy, they will be kept in our files for the season and are not required to sign again until renewal.

If your chosen vendor has not signed this policy, please have them contact us prior to being booked by you. Renter is fully responsible for non-approved vendors regarding clean up, garbage removal, conduct and damage or excessive cleaning for staff.

By the City of Ypsilanti listing a vendor as "approved," it is not endorsing that vendor or making any statement or determination regarding that vendor's qualifications, skill, or the quality of its products or services. The City of Ypsilanti is not responsible to Renter for any vendor, whether approved or not, in a vendor fulfilling contracts, obligations, refunds, or conduct with regard to any agreement between Renter and any vendor. Please make sure to read each vendor contract carefully and that they have fulfilled the requirements to work at the Ypsilanti Freighthouse.

**Preferred Catering Vendors** – All catering vendors MUST contact [Freighthouse@CityofYpsilanti.com](mailto:Freighthouse@CityofYpsilanti.com) at least sixty (60) days prior to the event to review and agree to separate terms and conditions protecting and preserving the historic site.

**Deliveries and Pickup** – All rental items and vendor equipment must be delivered and removed during the party's rental hours.

- The fire lane directly in front of the building may be used for loading and unloading.
- Keys must be left in vehicles at all times while in the loading zone, in case of emergencies.
- Loading and unloading is restricted to 15 minutes.

### **RESPONSIBILITY, INDEMNITY, WAIVER**

**Conduct** - The conduct of all Event participants, spectators, service providers and volunteers while on the premises shall be the responsibility of the Renter. Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property or literary or artistic content on the premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable laws, rules and regulations, including without limitation the Guidelines will be cause for eviction. City of Ypsilanti retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.

**Release** - Renter, on behalf of itself, its assigns, subrogees, representatives and all other persons or entities acting for, by or through it, hereby releases and forever discharges the City of Ypsilanti, their respective trustees, directors, officers, agents, representatives, employees, and insurers, from any and all liability, claims, demands, actions or rights of action, of whatever nature, character or description, for personal injury, property damage or death that arise from, are related to or are in any way connected with Renter or its guests' or invitees' use of the Space or the premises ("Claims"), including without limitation and to the fullest extent permitted by law, any Claims in part or in whole arising from, related to or in any way connected with the alleged or in fact negligent acts or omissions of the City of Ypsilanti, its directors, agents, employees, officers, and representatives. In the event Renter suffers any loss to person or property, Renter shall look solely to its, his or her insurance coverage, if any, and shall make no claim whatsoever against the City of Ypsilanti.

**Indemnity** - Renter shall, to the fullest extent permissible under law, defend, indemnify and hold harmless the City of Ypsilanti, their respective trustees, directors, officers, agents, representatives, employees, contractors and licensees from and against any and all claims, actions, causes of action, demands, judgments, liabilities, losses, damages, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (i) any personal injury, property damage, death or other liabilities of whatever kind or nature, that arise from, are related to or are in any way connected with Renter or officers, employees, agents, contractors, guests or invitees use of the space or the premises ("Claims"), including without limitation and to the full extent permitted by law, any Claims in which it is asserted and/or proved that the City of Ypsilanti, their respective agents, employees, officers, directors, contractors and/or representatives, was itself negligent or otherwise at fault; or (ii) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (iii) any violation of any federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any insurance coverage required under this Agreement. The indemnification obligations herein shall survive the termination of this Agreement.

**Waiver** - If the facility is damaged or otherwise unavailable because of unforeseen causes beyond the control of the City of Ypsilanti, including but not limited to, such acts of God, war, riots, strikes, fire, flood, epidemics, quarantines, lack of utilities, severe weather, or the like, then this Agreement shall terminate, Renter's damage deposit will be returned (less any monies expended or contracted for, and for which the City of Ypsilanti cannot cancel), and Renter waives all rights to any claims against the City of Ypsilanti. The City of Ypsilanti shall have no obligation to provide alternative facilities. Renter will be given at least three (3) months' notice, and full refund of the rental fee and damage deposit if the City is unable to accommodate the event due to unforeseen circumstances.