

DURAND UNION STATION
Facility Use Policy
Adopted 2010

RESTRICTIONS: The Durand Union Station, Inc. (DUSI) building and grounds shall not be used for any unlawful purpose. Lessee must agree that it will not practice, advocate, or permit discrimination based on race, creed, color, sex, age, disability or national origin. Service animals are the only animals allowed inside the building.

PRIORITY: Events sponsored by DUSI have scheduling priority, and all other events are considered on a case-by-case basis.

RESERVATIONS: All events must be scheduled with the DUSI Director on staff. Lessee must discuss or submit plans for building use to the DUSI Director prior to signing rental contract. Events include: weddings; rehearsal dinners; receptions; showers; birthday, anniversary, or retirement parties; open houses; class reunions; memorial services; luncheons; dinners; and business meetings. Exceptions to the named events are at the discretion of the DUSI Director, with Board approval.

The rental is not guaranteed until the signed and dated contract, along with appropriate fees, is received in our office within 10 days of request for rental. Lessee and guests will have access only to areas specified on the contract.

FEES/DAMAGES/DEPOSITS: Current rental fees and security deposits are outlined on the Rental Price List with **full payment due 60 days prior to the event**. If full payment is not received at least 30 days prior, event is subject to cancellation with all deposits forfeited. DUSI reserves the right to modify rental rates for organizations entering into long-term agreements.

Lessee is liable for all damages, expenses, property loss, or theft caused by any person who attends, participates in, or provides goods and services connected with Lessee's use of the building and all tangible property. Such costs will be assessed and charged to Lessee and/or deducted from the security deposit. Replacement value may be used by DUSI to determine the damage cost charged.

Deposits will be returned within 20 days of the event if required cleanup was done and no damages/thefts were incurred. Additional cleanup fees of \$35.00 per hour, as well as any damages, will be deducted from the deposit with the difference billed.

CANCELLATION POLICY: All cancellations must be done in writing and approved by both parties. 75% of the deposit will be returned if cancellation occurs 120 days or more prior to event. 50% of the deposit will be returned if cancellation occurs 60-120 days prior to event. For cancellations within 60 days of event, the entire deposit is forfeited.

DUSI reserves the right to cancel a reservation for circumstances beyond their control and will refund the entire amount paid in such instances.

DUSI reserves the right to cancel a reservation immediately, with deposit forfeited if it is determined the request contained any misrepresentation or failed to observe the Rental Contract contents.

HOURS: Events that will disrupt DUSI public areas during regular hours of operation (1 to 5 p.m. Tuesday – Friday and Sunday; 11 to 5 p.m. Saturday) will be considered on a case-by-case basis. The building is closed every Monday and all major holidays.

All events must be concluded by 10 p.m. with the building being vacated by 11 p.m. Exceptions *may* be made with prior Rental Coordinator or Director approval. Fees will be charged for additional time.

PRODUCT SALES: Revenue generated by the DUSI Gift Shop supports the programs and mission of the Railroad History Museum, Henry Earle Riggs Library, and Margaret Zdunic Archives. Therefore, sales of any products including books or magazines, videos or DVD's, CD's or tapes, apparel, etc. by any group other than the Michigan Railroad History Museum shop are strictly prohibited in the building or on the grounds of DUSI without the approval of the Museum Director/DUSI Representative.

Gambling: Gambling is not permitted on Depot grounds during rental events.

ALCOHOL: If serving alcohol at your event, the security deposit will be \$500.00. Additionally a one-day liability insurance policy with no less than 1 million dollars coverage is required, listing both Durand Union Station, Inc. AND the City of Durand as "held harmless". A copy must be given to the DUSI Rental Coordinator or Director at least **60 days prior** to the event.

Lessee will supply a TIPS certified bartender. Bartender must provide DUSI with their certification, business liability insurance, and a background check a minimum of 60 days prior to the event. Lessee or their event coordinator will designate a non-drinking guest to be responsible for the removal of any guest identified as being intoxicated. Said designated guest will introduce themselves to the building caretaker and bartender at the beginning of the event. Beverages must always remain on 2nd floor of building, consumption of alcohol on sidewalk or in parking lot is prohibited per city ordinance. Bartender will close bar 30 minutes prior to end of rental or at 10:30pm unless extended rental hours were agreed upon prior to the event. Unserved alcohol will be removed from building when bar is closed. If Lessee does not comply with alcohol use policy, their event may be canceled, and deposit forfeited.

DUSI GENERAL REGULATIONS:

ENTERTAINMENT: In compliance with Durand city ordinances, entertainment must be approved by DUSI Rental Coordinator or Director.

DECORATIONS/SETUP: Extravagant decorations must be approved by the DUSI Director 30 days prior to event. Lessee provides and removes their own decorations. Eighteen round tables and ten rectangular tables, plus 145 metal folding chairs, are available with rentals. Set up and removal of tables and chairs will be handled by DUSI staff.

Lessees or their service providers may set up 2 hours prior to the event, unless other arrangements have been made with DUSI Rental Coordinator or Director and fees paid.

DUSI owned items will be accessible to Lessee and are to be left in as-found condition and location upon completion of event.

No tape (including adhesive, masking, duct or packaging), **glue, nails, tacks, staples or stickers** may be used on walls, floors, ceiling or fixtures. Lessee will be responsible for any damages resulting

from using these items. Command hooks can be used. Floor mats are available to cover cords. Cup hooks are on window and door frames on the second floor (a ladder must be used to affix or remove any decorations).

No smoke effects, explosives or pyrotechnics are allowed inside the building, and are allowed outside by only by permission from the City of Durand.

Confetti, glitter, rice, birdseed, etc. are prohibited anywhere on City of Durand property. Bubbles are not allowed inside the building.

CANDLES/FLAMES: A unity candle is allowed for wedding ceremonies. All other candles and unprotected flames are prohibited in DUSI except for food warming devices.

FLORAL/PLANTS: All floral arrangements and plant matter brought into the building must be clean and pest free.

DUSI DISPLAYS/BUILDING CARE: DUSI displays and exhibits periodically change throughout the year. Furniture or fixtures are not to be removed or altered without prior approval of the DUSI Rental Director. Only an authorized DUSI representative may reposition property of DUSI. **Keep in mind Durand Union Station is a historic building and museum first. We ask that guests understand and appreciate the building for this purpose.**

Children must be supervised at all times

- Durand Union Station is an *active* Amtrak station, with a train arriving/departing in the morning approximately 8 am and again in the evening approximately 9:30pm. Because of this, there *will* be Amtrak staff in the building during those times and Amtrak passengers as well. We do not know who any of those passengers may be; thus, for the safety of any children who are part of your event they must be supervised at all times. Unsupervised children running through the building and playing/congregating in the lobby or outdoors are potentially at risk of disappearing onto a departing train. Though this has never happened, we do not want there ever to be a first time.
- The elevator is meant neither as entertainment nor as a place to play. It is to be used strictly as intended.
- Racing/running in the halls or on the staircase is strongly discouraged.

Climbing on the roof is prohibited except in an emergency.

No windows will be opened.

Thermostats may only be adjusted by the on-duty caretaker.

SMOKING: Smoking is not permitted anywhere inside Durand Union Station. Smoking is allowed outside. Smoking materials must be properly disposed of in designated containers.

PARKING: An area is designated for parking for Amtrak passengers. Lessees may choose to provide a parking attendant to maximize available parking space. With prior approval from the City of

Durand, parking is available on Main Street across the tracks from the depot (crossing of the tracks is prohibited with persons being subject to fines by the railroad; providing a shuttle/valet service will be required.)

***CATERING:** Food and beverage arrangements are the responsibility of Lessee and allowed only in areas designated in the contract. The DUSI Director, the Lessee, and the caterer must meet prior to the event. Approved caterers must provide DUSI with a copy of their liability insurance. A catering preparation room is available for prep work only. Linens, cleanup items, or other items necessary for food service preparation must be provided by Lessee or caterer.

EQUIPMENT: Equipment and supplies must be obtained by Lessee at their expense from appropriate providers. DUSI will not assume liability for such items while they are on the premises. These must be removed immediately following an event. DUSI does not provide storage facilities.

CLEAN UP: Cleanup must be completed by the Lessee and/or service providers within one hour after the event ends. Building and grounds must be cleared of debris and personal or 3rd party possessions/items. Unless agreed to by DUSI Director and Lessee prior to event, any personal property left after clean-up will be disposed of by DUSI staff. If additional cleaning is necessary, rates will be assessed in accordance with the Rental Contract unless paid for in advance.

Venue Attendant: A DUSI Venue Attendant must be on duty during all events to oversee usage of the depot, provide building support and/or assistance, or answer questions about the depot. If additional staffing is necessary, a fee of \$50 per hour per representative will be charged. (**see Caretaker addendum for further info on caretaker responsibilities**)

LIABILITY/INDEMNIFICATION: Security personnel may be required, at Lessee's expense, to maintain the safe environment which DUSI attempts to provide. Any party will indemnify DUSI against all liability costs, including attorney's fees, which arise in connection with use of the building or its property, except that which results from negligence or willful misconduct of DUSI, its employees, volunteers agents, or subcontractors.

****NO trespassing on railroad tracks!!**** Local authorities will be contacted when **anyone** is found on tracks **for any reason**.

DUSI cannot be held responsible for any delays of an event due to train activity. In addition, DUSI will not be responsible for personal or other items left on the premises after an event.

Please return signed copy to:
Durand Union Station Inc.
PO Box 106
Durand MI 48429

Signature: _____ Date: _____
(Lessee)

Signature: _____ Date: _____
(DUSI Representative)