

RENTAL AGREEMENT FOR USE OF HAYNES TOWNSHIP HALL

_____ **Private Function** _____ **Without Alcohol** _____ **With Alcohol**

LEASE AGREEMENT, made this _____ day of, 20____, by and between the Township of Haynes, hereinafter designated "Township" and _____, hereinafter designated "Lessee", WITNESS TO: In consideration of the covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

LESSEE:

Name: _____ Phone: (____) _____
Address: _____
City, State, ZIP: _____

WHITNESSTH THAT:

- 1. Lessor in consideration of the covenants made by Lessee herein, hereby leases to Lessee for the use by said Lessee only that property of Haynes Township Hall, including Lessee's use of parking lot for Lessee and Lessee's guests, and only on the date(s) following:

HAYNES TOWNSHIP HALL

DAY/DATE(S): _____

TIME: _____

EVENT: _____

ESTIMATED ATTENDANCE: _____

- 2. **FEE:** Lessor upon payment of reservation fee of \$75.00 for Haynes Township property owners; \$150 for non-Haynes Township property owners, plus a security deposit of \$75.00, agrees to permit Lessee to have exclusive use of the property described above. The security deposit is refundable 2-3 weeks after the rental date, provided there is no damage done to said property and the hall is clean and all garbage removed.
- 3. **RESERVATION TERMS:** Your security deposit along with this signed agreement is due before date of event. If the fee is not received by the day before date of the event, you will automatically forfeit your reservation and the reservation will be cancelled.
- 4. **DECORATION/SET-UP:** Described property may be used for decoration or set-up on the day prior to event. This is for decorating or set-up for the following day event only. The use of alcohol beverage is strictly prohibited.
- 5. **MINIMUM AGE:** You must be eighteen (18) years of age to rent property from the township and provide proper identification (i.e.: valid driver's license).
- 6. **HOURS OF USE:** Said property is available for use during the periods of time described above. Any extension of that must be agreed upon in writing by all parties of this agreement.

7. **FOOD:** The Township of Haynes or their employees are not responsible for food or drinks, which are delivered ahead of scheduled activity or left after the activity.
8. **DECORATIONS:** When decorating, only freestanding decorations may be used nothing is to be affixed to walls, ceiling, windows, doors, etc.
9. **CLEAN-UP:** The lessee is solely responsible for cleanup of said property. All trash must be removed from the hall. If said property is not cleaned the Lessee will be billed time and materials and the amount will be deducted from Lessee's security deposit.
10. **SECURITY:** It shall be the Lessee's responsibility to secure and maintain security and shall be at the sole expense of the Lessee.
11. **SMOKING:** Smoking is strictly prohibited inside property owned by the Township of Haynes.
12. **BUILDING CAPACITY:** The number of persons attending any function shall not exceed the capacity of the building as mandated by the State of Michigan Fire Marshall.
13. **LEGAL:** Lessee shall comply with all the laws of the United States of America and the State of Michigan, and with all ordinances of the Township of Haynes in its use, and will not permit anything to be done on said property in violation thereof. If you violate any of the terms or conditions of this Agreement, the Township of Haynes shall have the right to immediately cancel this Agreement without notice or refund, and the Township may pursue all of the rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including and claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of property and to indemnify and hold harmless from and against any judgment based on any such claims. The Lessee certifies that all activities carried on within the building shall be legal and the Lessee shall be absolutely responsible for ascertaining that no illegal activities of any type shall be permitted on the premises. Specifically, there shall be no minors permitted to indulge in any illegal activities, including but not limited to illegal drinking, illegal taking or selling of drugs, including marijuana/cannabis, or gambling or any other similar activities.
14. **CANCELLATION:** Agreement has been granted with the understanding that the township reserves the right to cancel this Agreement, with or without notice, and refund all monies paid in the event said property shall become untenable because of some physical condition. If you violate any terms or conditions of the Agreement, the township shall have the right to immediately cancel this Agreement without notice or refund, and the township may pursue all of the rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including and claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of property and to indemnify and hold harmless from and against any judgment based on any such claims.
15. **INSURANCE:**
 - Private Function:** Lessee hereby acknowledges notice that Lessor is not providing Lessee for "Host Liquor Liability: coverage. If the Lessee furnished alcoholic beverage at a private function. Haynes Township strongly recommends the Lessee acquire host liquor liability coverage.
 - EVENT with Alcohol:** Lessee hereby acknowledges notice that Lessor is not providing "Host Liquor Liability" or "Liquor Liability" coverage whatsoever, nor is the Lessor to be considered a licensee when applying to the Michigan Liquor Control Commission (MLCC) for special

liquor license. If the Lessee furnishes alcoholic beverage at the event are charged an entry fee, or are required to purchase tickets in advance, or Lessee has cash bar, then Lessee must provide evidence they have complied with the Michigan Liquor Control Commission. It is understood and agreed the Lessee, is the licensee of the liquor bond, and shall have sole responsibility for any and all liability relating to said license. Additional Lessee shall obtain and maintain, at their sole expense, during the duration of the event general liability insurance with limits of liability not less the \$500,000.00 prior to the event. Lessee shall not provide or allow minors to drink alcohol and no illicit drugs may be on the premises, including marijuana/cannabis. Lessee further agrees to comply with paragraph (13) above.

Event with No Alcohol: Lessee hereby acknowledges that no alcoholic beverage will be furnished by Lessee or consumed at Lessee's event. Lessee shall submit to Lessor evidence of general liability insurance (may be from Lessee's homeowner's renter's insurance, if appropriate) showing limits of liability not less than \$5000, 000.00 prior to event. In any event, Lessee hereby agrees to indemnify and hold lessor harmless from and against any and all claims, including any claimed litigation expenses, court cost, or attorney fees, arising out of Lessee's said use of described property and to indemnify and hold said Lessor harmless from and against any judgment based upon such claims.

- 16. **PERSONAL PROPERTY:** Lessor assumes no responsibility whatsoever for any property placed in or on said described property by Lessee and/or Lessee's guest and Lessor is hereby expressly released and discharged by Lessee from any and all liability for such loss. All personal property must be removed from described property at conclusion of the event.
- 17. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in the Agreement shall be at the discretion of the Township of Haynes, Lessor, herein.

In Witness whereby, the Township of Haynes, by its duly appointed officers or agent as Lessor and the Lessee named above have caused this agreement to be signed the date and year first above written.

LESSEE: I agree to the above terms and conditions. I recognize and am fully aware that if I determine not to purchase separate "host liquor liability" or Liquor liability" insurance for this event, I may be held solely and personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event.

I AM A PROPERTY OWNER IN HAYNES TOWNSHIP,
Signed: _____ Date _____

I DO NOT INTEND TO SERVE ALCOHOL AT THIS EVENT,
Signed: _____ Date _____

I INTEND TO SERVE ALCOHOL AT THIS EVENT
Signed _____ Date _____

Security Deposit Paid: \$ _____ Check # _____ Date _____

Received By: _____

Rental Fee Paid \$ _____ **Check#** _____ **Date** _____

Received By: _____