

Shiawassee Township Hall
Lease Agreement
Contact: LouAnn Hall 810-853-0677

This AGREEMENT, made on this ____ day of _____, 20__ by and Between Shiawassee Township, herein designated "Lessor", whose address is 3719 E. Grand River Rd. Bancroft Michigan 48414 and _____, hereinafter designated "Lessee".

LESSEE:

Name: _____ Phone: _____

Address: _____ Email: _____

City, State, Zip: _____

WITNESSETH:

1. DESCRIPTION OF PREMISE

In consideration of the covenants, representation and agreements to lessor and Lessee and the rent to be paid by Lessee to Lessor, Lessor does hereby lease unto Lessee the following premises: The community of the Shiawassee Township Hall, located at 3719 E. Grand River Rd. Bancroft, Michigan, 48414, which included the bathroom, the kitchen and the parking area. **But NOT in front of the Township Fire Department.**

2. TERM

Lessee shall be entitled to use the leased premises herein described the day, date and times as follows:

Rental Date: _____;

Setup Date (only the day before; Limited to 3 hrs.): _____

Time: _____.

Event: _____,

Time (Start & End): _____

Estimated Number in Attendance: _____

3. RENT

The rental payment shall be paid upon signing of this lease. The rental sums are as follows:

a. Sunday –Thursday

Resident Rental Fee: \$75.00

Non-Resident Rental: \$150.00

b. Friday & Saturday

Resident Rental Fee: \$150.00

Non-Resident Rental Fee: \$200.00

c. Early Setup Fee: \$50.00 (if applicable)

4. SECURITY DEPOSIT

A security deposit of One Hundred Fifty Dollars (\$150.00) shall be paid upon signing of this lease. The security deposit is refundable not more than three (3) weeks after the rental date. Provided there is no damage to the leased property.

5. ALCOHOL

Alcohol is strictly prohibited inside and outside the leased property.

6. SMOKING

Smoking is strictly prohibited inside the leased property.

7. FOOD

Shiawassee Township, its agents and employees are not responsible for food or drinks, which are delivered ahead of the scheduled activity or left after the activity.

8. DECORATIONS

When decorating only free standing decorations may be used. Nothing is to be affixed to the walls, ceiling, windows, and doors, etc.

9. CLEANUP

The Lessee is solely responsible for cleanup of said property in day/evening of the event. All trash must be bagged and deposited in proper receptacles, located at the end of fire dept. doors. If said property is not cleaned, the Lessee will be billed time and materials and the amount will be deducted from the Lessee's security deposit.

10. SECURITY

It shall be the Lessee's responsibility to secure and shall be at the sole expense of Lessee.

11. BUILDING CAPACITY

232 people with chairs and 108 people with tables and chairs. Mandated by the State of Michigan Fire Marshall.

12. PERSONAL PROPERTY

Lessor assumes no responsibility whatsoever for any property placed in or on leased property by Lessee and/or Lessee's guests. 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 the conclusion of the event.

13. INSURANCE

Lessee shall maintain general liability insurance, naming Shiawassee Township as an additional named insured, in the amount of \$100,000.00 or more. (It is a Special Event Rider)

14. CANCELLATION

Should Lessee request cancellation of the reservation, the monies received are refundable upon written request to Shiawassee Township for their approval, no less than ten(10) calendar days prior to the rental date. No rain checks or refunds will be given due to bad weather or late cancellation. Approval of this Lease has been granted with the understanding that Shiawassee Township reserves the right to cancel this Lease, 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 of the terms or conditions of this lease, Shiawassee Township may pursue all of the right and remedies at law or equity including, without limitations, the right to recover its court costs and actual attorney fees.

15. INDEMNITY/HOLD HARMLESS

Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering premises or the building and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims including litigation expense, court costs and actual attorney fees or assertions of every kind and nature.

16. ATTORNEY FEES

Should it become necessary for Lessor to employ an attorney to enforce any of the conditions and/or covenants hereof, including the collection of rentals, damage to property or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including actual reasonable attorney fees and costs.

17. RIGHT OF INSPECTION

Lessor shall have the right to enter upon leased premises at any time and from time to time during normal business hours, for the purpose of inspection of any part or all of the leased premises.

18. WAIVER

In the event Lessee or Lessor shall waive a default by the other party, such waiver shall not be construed to be or operate as a continuing waiver of such default or of any subsequent default.

19. BENEFIT

The covenant and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns.

20. AMENDMENT OF LEASE OR ASSIGNMENT

This Lease shall not be assigned modified or amended except by a written agreement signed by each party: except the Lessor may assign this lease.

21. SEVERABILITY

If any provisions of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

22. HALLS RULES AND REGULATIONS

Attached hereto are Lessor's Hall Rental Rules and Regulations. These must be strictly followed and they are made a part of hereof.

IN WITNESS WHEREOF, hereto have caused this Lease to be executed as of the date first above written.

WITNESSES:

_____ Date: _____

LESSEE: _____