

GLENN COMMUNITY CENTER LEASE AGREEMENT 2024

*THE RENTAL AGREEMENT IS MADE EFFECTIVE AS OF ____/____/____ BY AND BETWEEN THE
"GLENN COMMUNITY CENTER" AND THE RENTER*

EVENT TYPE

EVENT DATE

TIME START + END

_____/_____/_____

CLIENT INFORMATION

FIRST + LAST NAME _____

EMAIL _____ @ _____ . _____

PHONE _____

ADDRESS _____

CITY _____ ZIP _____ STATE _____

PLEASE RETURN CONTRACT TO:

ATTN: Rental Coordinator, The Glenn Community Center

PO BOX #224

Glenn, MI 49416

THIS CONTRACT IS BETWEEN THE GLENN COMMUNITY CENTER AND THE CLIENT AS FOLLOWS

TERMS + PREMISES

LESSEE'S INITIALS _____

1. Lease term will **start** and **end** at the date and time(s) listed above unless specified and written on Lease Agreement. If lease is for more than one day, the LESSEE shall not be on the premises beyond 12 a.m. midnight each day.
2. LESSOR, in consideration of the lease payments provided in this Lease, leases to the LESSEE, the Glenn Community Center located at **6953 114th Ave. Glenn, MI 49416**

RENT

1. LESSEE shall pay to the LESSOR, the Glenn Community Center \$_____. in advance prior to the event and leased date(s) listed above in the form of check, cash, credit card, or money order. Rent payments shall be made to "The Glenn Community Center" and mailed to **Glenn Community Center, PO Box 224, Glenn, MI 49416**. The rental payment is due **precisely one month** prior to the rental. Payment must be received in order to secure your date. If rental occurs less than a month away, cash or money order payment is **required**. If the check returns due to insufficient funds, a **\$35.00** fee will be added to the LESSEE'S rental fee. Then cash is requested for the remainder of the payment before any access to the G.C.C and/ or property. **Board Member(s) and Rental Coordinator reserve the right to have access to the premises to inspect it during the rental to check for any violations that include but are not limited to: parking violations, hall/ kitchen set up, misuse of equipment, property, noise, etc. Said violations may result in additional fees and/ or immediate cancellation of contract.**

SECURITY DEPOSIT

1. LESSEE shall pay a **\$300.00** prior to leased date(s) as security for the performance of all covenants and agreements of LESSEE hereunder. The Security Deposit holds the tentative date. Upon termination of the lease and full performance of all LESSEE'S obligations (i.e. items completed in the rental checklist, table diagram, and utilities item list) the Security Deposit as remains unapplied shall be returned to the LESSEE. The Security Deposit shall not bear interest. The Security Deposit shall be brought before the next monthly Board Meeting for approval for the proposed return amount. Our accountant shall be authorized to issue a check to the LESSEE. Expect a return **within 45 days** and if it is to be later, the LESSEE shall be notified.

CANCELLATION POLICY

1. If cancellation is received **30 days prior** to reservation date, deposit and any payment will be refunded less a **\$25.00 administration fee**. Any less than a 30-day notice, you will not be charged if LESSEE re-books. If a re-booking is unable to occur, the rental fee will be refunded. The Security Deposit will be kept by the G.C.C.

NOISE ORDINANCE

1. ***ALL RENTERS MUST ADHERE TO THE GANGES TOWNSHIP NOISE ORDINANCE. A COPY SHALL BE PROVIDED TO THE LESSEE BEFORE RENTAL DATE.***

LESSEE'S INITIALS _____

CONDITION OF PREMISES/ FLAMMABLES, ALCOHOL + DRUGS

1. **PREMISES:** LESSEE acknowledges that the premises of the G.C.C. are in good repair, except herein as otherwise specified, and that no representations as to the condition or repair thereof have been made by the LESSOR or LESSOR'S agent, prior to or at the execution of this lease, that are not herein expressed.
2. **FLAMMABLES:** Naphtha, benzine, benzol, gasoline, benzine-varnish, gunpowder, fireworks, nitroglycerin, phosphorus, saltpeter, nitrate of soda, camphene, spirit-gas, or any flammable fluid or oil of any kind shall NOT be allowed or use on the premises.
3. **ALCOHOL + DRUGS:** The Center does NOT hold a liquor license. The LESSEE is liable for any alcohol and enforcement is under the local authorities.

WIFI / INTERNET

1. The G.C.C has wireless internet (effective 09/04/2014) An additional fee may be assessed for the usage of it. It is beyond the Center or LESSOR'S control if the Wi-Fi isn't working at time due to power outages, weather conditions, or any unforeseen event. A request will need to be made with this rental ↓

PARKING + ACCESS

1. There is to be NO PARKING OR DRIVING on the South side of the premises. Parking is to be on the East and West side of the building. Any indication whatsoever of parking on the South side premises will forfeit all deposit. Parking on the East side is limited due to our township fire department. Please make sure when parking, guests use the West side first, then East side for overflow. If parking is in the way of the township fire department, issues will be taken up with the township if vehicle removal occurs.
2. Only ONE KEY CODE shall be provided for the usage of the leased premises. LESSEE shall make their own arrangements for provided access to the premises with key code given for any entertainment, etc. If the door key unit is destroyed, **all of the deposit shall be forfeited.**

FURNISHINGS

1. The lease of the premises includes: the usage of tables, chairs, refrigerators, 1 freezer, stove, microwave, and coffee pots. LESSEE is for no reason allowed to use the large stovetops. LESSEE shall return all items at the end of the lease term in a condition as it was found if not better at the beginning of the lease term with exception from deterioration that may result from normal furniture usage. There is no access to the Center's Freezer (in the corner) Grills, Popcorn Maker, or Digital Coffee Maker. If any of these items are tampered with, your security deposit will be forfeited.

CLEANING + REPAIR

LESSEE'S INITIALS _____

1. The LESSEE covenants and agrees with LESSOR to take good care of and keep in clean and healthy condition the premises and its fixtures, to commit or suffer no waste therein, that no changes or alterations or the premises shall be made, no partitions erected, nor walls papered without consent in writing from the LESSOR, the LESSEE will make all the repairs required but not limited to: the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, fixtures belonging to the premises, whenever damage or injury to the same shall have resulted from misuse or neglect.
2. LESSEE agrees to pay for any and all repairs that shall be necessary to put the premises in the same condition as when he/ she entered therein, reasonable wear and loss by fire excepted, and the expense of such repairs shall be included within the terms of this lease and any judgment by confession entered therefor.
3. LESSEE is to leave the premises in good if not better condition (i.e. floor is to be mopped, chairs and tables back where they are designated, premises picked up inside AND outside by 10 a.m. the next day (unless otherwise specified in writing on lease agreement.

LIMITATION OF LIABILITY

1. The LESSOR shall not be liable for any damage occasioned by failure to keep the premises in repair, and shall not be liable for any damages done or occasioned by or from plumbing, gas, water, steam, or other pipes, sewerage, or the bursting, leaking, or running from any cistern, tank, washstand, water closet, or waste pipe in, above, upon or about the premises, nor for damages occasioned by water, snow, or ice, being upon coming through the roof, skylight, trap door, or otherwise, nor for any damage arising from acts of neglect of any owners or occupants of adjacent or contiguous property.

USE; SUBLET; ASSIGNMENT

1. LESSEE will not allow the premises to be used for any purpose that will increase the rate of insurance, thereon, nor for any purpose other than that herein before specified, nor to be occupied, in whole or in any part, by any other person, and will not sublet the same, or any part thereof, nor assign this lease, without in each case the LESSOR'S written consent had, and will not permit and transfer, by operation of law, of the interest in the premises acquired through this lease, and will not permit the premises to be used for unlawful purpose(s) that will injure the reputation of the same or of the neighborhood; will keep no dogs, cats or other animals or pets in or about the premises; and will not permit any alteration of or upon any part of the premises, nor allow any signs or placards posted or placed thereon, except by written consent of the LESSOR; all alterations and additions to the premises shall remain for the benefit of the LESSOR unless otherwise provided in said consent.

RIGHT TO RE-LET

LESSEE'S INITIALS _____

1. If LESSEE shall abandon or vacate the premises, the same shall be re-let by the LESSOR for such rent, and upon such terms as LESSOR may see fit; and if a sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby observed, the LESSEE agrees to satisfy and pay all deficiency.

COMPLIANCE

1. LESSEE will in every respect comply with the ordinances of the municipality aforesaid, with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriter's association so as not to increase the rates of insurance upon the building and contents thereof, and with the rules and orders of the fire department in respect to any matters coming within their jurisdiction.

HOLDING OVER

1. If the LESSEE retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, then the LESSOR may create a tenancy at sufferance, at a rental rate of **\$300.00 per day** for the time the LESSEE remains in possession. LESSEE shall also pay to LESSOR any/ all damages sustained by LESSOR resulting from retention of possession by LESSEE.

DEFAULT

1. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the LESSEE; it shall be lawful for LESSOR at any time, at his/ her election, without notice, to declare said term ended and to re-enter the premises, or any part thereof, with or without the process of law, and to remove LESSEE or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and LESSOR shall have at all times the right to disdain for rent due and shall have a valid and first lien upon all personal property which LESSEE owns or may hereafter acquire or have an interest in, whether exempt by law or not, as security for payment of the rent herein observed.

CONFESSION

1. The LESSEE hereby irrevocably constitutes any attorney of any court record in this state, attorney for LESSEE in LESSEE'S name, on default by LESSEE of any of the covenants herein, and upon complaint made by LESSOR, his agent or assigns, and filed in any such court to enter LESSEE'S appearance in any such court of record, waive the process and service thereof, and confess judgement, from time to time, for any rent which may be due to LESSOR, or the LESSOR'S assignees, by the terms of this lease, with costs and a reasonable sum for attorney's fees, and to waive all errors and all right of appeal from said judgement, and to consent in writing that a writ of execution may be issued immediately.

RENT AFTER NOTICE OR SUITE

LESSEE'S INITIALS _____

1. After the service of notice, or the commencement of a suit, or after final judgement for possession of the premises, the LESSOR may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgement.

FIRE + CASUALTY

1. In case the premises shall be rendered untenable by fire or other casualty, LESSOR may at his/ her option terminate this lease, or repair the premises within thirty days, and failing to do so, or upon the destruction of the premises by fire, the term hereby created shall cease and determine.

PAYMENT OF COSTS

1. The LESSEE further covenants and agrees to pay and discharge all reasonable costs, attorney’s fees and expenses that shall be made and incurred by the LESSOR in enforcing the covenants and agreements of this lease.

PLURALS; SUCCESSORS

1. The words “LESSOR” and “LESSEE” wherever herein occurring and used shall be construed to mean “LESSOR’S” and “LESSEE’S” in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators, and assigns and be exercised by his/ her attorney or agent.

SERVER ABILITY

1. If any clause, phrase, provision, or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision, or portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances.

GOVERNING LAW

THIS LEASE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN

SIGNATURES

RENTER’S SIGNATURE

_____ DATE: _____

GLENN COMMUNITY CENTER REPRESENTATIVE

_____ DATE: _____

GUARANTEES

LESSEE’S INITIALS _____

I. DEPOSIT AMOUNT (CASH, CHECK, MONEY ORDER ONLY)

For value received \$_____ hereby guarantee the payment of the deposit and the performance of the covenants by the LESSEE in the within lease covenanted and agreed, in manner and form as in said lease provided.

LESSOR'S SIGNATURE AND TITLE _____ | ____/____/20____

II. RENTAL AMOUNT (CASH, CHECK, MONEY ORDER ONLY)

For value received \$_____ hereby guarantee the payment of the deposit and the performance of the covenants by the LESSEE in the within lease covenanted and agreed, in manner and form as in said lease provided.

LESSOR'S SIGNATURE AND TITLE _____ | ____/____/20____

III. KEY CODE

Key Code # Issued _____ LESSOR'S INITIAL _____ LESSEE'S INITIAL _____

IV. CHECK RETURN

Check # _____ issued for return of deposit in the amount of \$_____._____

HOLD HARMLESS AND INDEMNITY AGREEMENT WITH TENANT

- THIS AGREEMENT made this ____ day of _____, 20____, between the GLENN COMMUNITY CENTER, a Michigan non-profit corporation, owner of the premises known as the Glenn Community Center at 6953 114th Ave. in Glenn, Allegan County, Michigan and _____, as TENANT for the use of said premises known as the Glenn Community Center for the ____ day of _____, 20____, as follows:
- In consideration of the agreement of the GLENN COMMUNITY CENTER to rent the premises known as the Glenn Community Center to TENANT, TENANT agrees to hold harmless and defend the Glenn Community Center from all claims for damages of any kind arising out of TENANT'S usage of the premises.
- TENANT further agrees to indemnify and to reimburse the GLENN COMMUNITY CENTER, owner of the premises known as the GLENN COMMUNITY CENTER for all damages, costs, and expenses, including attorney fees, and interest incurred by the GLENN COMMUNITY CENTER, defending against claims for damages arising out of TENANT'S use of the premises, whether or not such claims are reduced to judgement.

LESSEE'S INITIALS _____