

MENOMINEE TOWNSHIP HALL LEASE AGREEMENT

This agreement is made on _____ between the following parties:
Month Day Year

Township of Menominee and _____
Township Agent Lessee

Definitions:

Lessee: the person or Group leasing the building and parking area located at N2283 O-1 Drive, Menominee, Michigan known as Menominee Township Hall

Township Agent: the township employee, who is normally the Menominee Township Hall Custodian, but may be another township official, who coordinates hall rentals.

Hall Area: the Menominee Township Hall and surrounding property, to include the hall parking area.

Other terms may be listed in this agreement; if questionable on how they are defined, ask the Township Agent.

This agreement by the Lessee is to lease the building located at N2283 O-1 Drive, Menominee, MI 49858 and use of the parking area surrounding this building. The Lessee also is permitted access to the public park, but any facilities located in the park that are can also be reserved must be done so in advance by contacting the Park attendant. The ballfield is reserved on a first come-first served basis. The lessee agrees to the following terms upon signing this agreement:

- 1. REASONABLE CARE:** The leased premise and associated personal property shall be returned to Menominee Township is as good of condition as when received by the Lessee. The Lessee shall be responsible for any and all damages to said premises while Lessee is in possession of the said premises. The Lessee shall not allow any illegal or hazardous activity to occur while they are using the Menominee Township Hall or allow serving of alcohol to any person under the age of 21.
- 2. CLEAN-UP:** Lessee will follow clean-up procedure as posted in the hall. The key shall be returned and left in a place designated by the Township Agent and all hall doors locked by the Lessee. Clean up of the hall and all debris caused by any exterior activities, outside the hall, in the park and along the road must be completed. Balloons and signs that are placed on the road side or near the highway must be removed after the hall rental event if placed by the lessee or members of the lessee party.
- 3. TELEPHONE:** A telephone is provided for emergency calls only and any identified toll calls during a rental period will be charged back to the Lessee.
- 4. RENTAL FEE:** The rental fee of \$125.00 per day shall be paid at the time of the reservation. Fees can be refunded for rental cancellation only if the township is notified of the cancellation at least 30 days prior to the reservation date. Make Check Payable to: "Menominee Township".

5. SECURITY DEPOSIT: Separate check will be provided for \$50.00. This will be returned after the Agent inspects the cleanliness of the premise. Make Check Payable to: “Menominee Township”.

6. SMOKING: The Township Hall is a government building which is a SMOKE FREE building. Smoking inside the township hall or near the entrance to the township hall is prohibited. Smoking is prohibited near the children’s playground areas.

7. ALCOHOLIC BEVERAGES: Serving alcoholic beverages is allowed. Alcohol use must be controlled in accordance with Michigan Liquor Law. The lessee is responsible for strictly ensuring the law is complied with during a rental period. All alcoholic beverages and equipment must be vacated by 1am the date following the date of the lease. No barrels of beer, tubs, coolers, etc., shall be permitted on the hardwood floor in the main room of the township hall.

8. HOLD HARMLESS AGREEMENT: Upon signing the Menominee Township Hall Lease, the Lessee hereby assumes all risk for injuries or property damage sustained as a result of lessee’s use of the Menominee Township Hall and lessee shall indemnify and hold the Menominee Township harmless from any liability, damage, cost , council fees and expenses Menominee Township may suffer as a result of claims, disputes, demands, or judgments against Menominee Township arising out of the lessee’s use of the premises, or the use of the premises by others with the lessee’s permission during the period stated in the lease agreement, whether caused by Menominee Township, its agents, employees, by lessee, by lessee guests or otherwise.

9. PROOF OF INSURANCE: Provide the Township Agent with proof of insurance. Anyone who rents the Menominee Township Hall shall provide the township with a homeowner’s insurance policy number and the name of the carrier. An insurance rider with a higher liability limit also will be required for events which will be serving alcohol. The proof of insurance must be attached to this signed lease agreement.

10. KEY ISSUANCE. Key will not be released for hall set-up no earlier than one day prior to the rental period; unless another lessee is renting the hall on that day prior. Key will not be released if payment and proof of insurance is not received.

11. SECURITY OF BUILDING. The lessee is responsible for maintaining the security of the building after the keys have been issued.

12. RENTAL PERIOD: Beginning: _____ Time: _____
Ending: _____ Time: _____

13. SNOW: Normally the Hall Custodian maintains snow removal at the entrances and snow removal of the drive is handled by a contractor. Contact the custodian issues exist; however, if there is snow removal required to entrances, the Lessee agrees to remove it.

14. FORFEITURE. Failure to return the facility in the same condition that it was received (reasonably clean and damage free) will result in forfeiture of rental deposit and the lessee may be billed for damages. If there is a difference of opinion on a potential forfeiture of security deposit issue, an appeal may be filed with the Clerk for more time to review the matter and disposition made at the next township board meeting. The Lessee should plan to attend the township board meeting.

15. PROCESS FOR DAMAGES. Litigation, investigations and appeals will be initiated by the Township Clerk. Any extreme damages, as in the destruction of public property, may result in civil and criminal liability, up to and including a penalty of not more than two years in state prison or a fine of not more than \$1,000. The Township Clerk will present and process court actions upon Township Board approval. Termination of future hall usage may be a board decision if a Lessee is found negligent and has seriously violated the Hall Rental Policy.

I have read and understand the foregoing Lease Agreement:

_____ Lessee's Signature	_____ Date
_____ Township Agent's Signature	_____ Date

Lessee's Information (Please Print)

Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ -

Person to contact for keys/information: Michelle Shepeck; Phone Number: (715) 938-4066

Mail Rental Agreement, copy of insurance and checks to:

**Michelle Shepeck
PO Box 781
Menominee, MI 49858**