

MENOMINEE TOWNSHIP HALL LEASE AGREEMENT

This agreement is made on ___/___/___ between the following parties:

Township of Menominee and _____

DEFINITIONS:

LESSEE: The person or group leasing the building and parking area located at N2283 O-1 Drive Menominee Mi 49858 know 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.

PREMISES: The Menominee Township Hall and surrounding Property, to include parking area and public park grounds.

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

This agreement by the lessee is to lease the building at N 2283 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 reserve able must be done so in advance. Which are used on a first come first served basis or for specific activity.

The lessee agrees to the following terms:

1. **REASONABLE CARE:** The leased premise and associated personal property shall be returned to Menominee Township is a good condition as when received by the lessee. The lessee shall be responsible for any and all damage 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 alcohol to nay 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 key box and all Hall doors locked by 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 will be charged back to lessee.

4. **RENTAL FEE:** \$ _____

SECURITY FEE \$ _____

The Rental fee shall be paid at time of the reservation. Fees can be refunded for rental cancellation only if township is notified of the cancellation at least 30 days prior to reservation date.

5. **SECURITY DEPOSIT:** Separate check will be provided for \$50. This will be returned after the Agent inspects the cleanliness of the premise. Make checks Payable to “ **MENOMINEE TOWNSHIP**”

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

7. **ALCOHOLIC BEVERAGES:** Serving alcoholic beverages is allowed however the rental fee is at a higher rate as determined to be a rational distinction by the township board. Alcohol use must be controlled in accordance with Michigan State Law. The lessee is responsible for strictly ensuring the law is complied with during the rental period. All alcoholic beverages and equipment must be vacated by 1 A.M. 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 use of the Menominee Township Hall and lessee shall indemnify and hold Menominee Township harmless from liability, damage, cost, council fees and expenses Menominee Township arising out of the lessee's use of the premise, or the use of premises by others with 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 homeowner's insurance policy number and name of 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 release for hall setup no earlier the two days prior to the rental period; unless another lessee is renting the hall on the 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. **SNOW:** If there is snow removal required, the lessee agrees to move it. Normally the Hall Snow Removal Personal take care of only the parking areas.

13. **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 made to the Township Clerk for more time to review the matter and disposition at the next Township Board meeting. The Lessee should plan to attend the Township Board Meeting.

14. PROCESS FOR DAMAGES: Litigation, investigations, & Appeals will be initiated by the Township Clerk. Extreme Damages, as in destruction of public property, may result in civil and criminal liability up to and including a penalty of not more than two years prison or fine of not more than \$1000. The township Clerk will present and process court actions upon Township Board approval. Termination of hall usage may be a board decision if a lessee is found negligent and has seriously violated the Hall Rental Policy.

15. RENTAL PERIOD: Beginning: ____/____/____ Time: _____
Ending: ____/____/____ Time: _____

I have read and understand the foregoing Lease Agreement:

_____ Date: ____/____/____

Lessee's Signature

_____ Date: ____/____/____

Township Agent Signature

Lessee's Information (Please Print)

Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Person to Contact with Questions, Available Dates and Key Info
Michelle Shepeck
715-938-4066