



*Wexford County, MI*

**LIBERTY TOWNSHIP**

PROPOSED AGREEMENT FOR USE OF LIBERTY TOWNSHIP PROPERTY

Private Function

LEASE AGREEMENT, made this\_\_ day of, 20 \_\_, by and between the Liberty Township, a municipal corporation, hereinafter designated “Lessor” 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: \_\_\_\_\_ Email: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

**WITNESSTH 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 Liberty Township listed below, including Lessee’s use of parking lot for Lessee and Lessee’s guests, and only on the date’s following”

Property described as: Liberty Township Hall and Pavillion.

DAY/DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

EVENT: \_\_\_\_\_

ESTIMATED ATTENDANCE: \_\_\_\_\_

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2. **FEE:** Lessor upon payment of reservation fee of \$75.00 (rental fee) plus a security deposit of \$25.00, agrees to permit Lessee to make exclusive use of the property described above. The security deposit is refundable 2-3 days after the rental date, provided there is no damage done to said property.
3. **RESERVATION TERMS:** Your security deposit along with this signed agreement is due when making your reservation. Reservation for the following year may be made on or after the first business day in January of the current year. The balance is due with the rental application. If the balance and or fee are not received with the application, Liberty Township reserves the right to forfeit your reservation rights, and said property is opened for rental date usage.
4. **DECORATION/SET-UP:** Described property may be rented on the day prior to event for reduced fee of \$50. This rental is for the purpose of decorating or set-up for the following days event only.
5. **MINIMUM AGE:** You must be eighteen (18) years of age to rent property from Liberty 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 as described above. Any extension of that must be agreed upon in writing by all parties of this agreement.
7. **FOOD:** The Liberty Township Board 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. **CLEANUP:** The lessee is solely responsible for cleanup of said property. All trash must be bagged taken with you. If said property is not cleaned the Lessee will be billed for time and materials and the amount will be deducted from Lessee's security deposit. All personal property must be removed from described property at the conclusion of the event.
10. **SECURITY:** It shall be Lessee's responsibility to secure and maintain security and shall be at the sole expense of Lessee.
11. **ALCOHOL:** The use of alcohol beverages is strictly prohibited. Lessee hereby acknowledges that no alcoholic beverage will be furnished by Lessee or consumed at Lessee's event.
12. **SMOKING:** Smoking is strictly prohibited inside property owned by the Liberty Township.
13. **BUILDING CAPACITY:** the number of persons attending any function shall not exceed the capacity of the building as mandated by the State Fire Marshall at 70 persons indoors.

**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 Liberty Township 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

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Hall Manager shall have the right to immediately cancel this Agreement without notice or refund, and the Liberty 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.

**14. CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to the Hall Manager or Clerk for their approval, a minimum of fourteen (14) calendar days prior to the rental date. No rain check or refunds will be given due to bad weather or late cancellations.

Approval of this Agreement has been granted with the understanding that the Liberty Township Board/Hall Manager 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 of the terms or conditions of this Agreement, the Liberty Township Board may terminate this Agreement immediately without notice or refund and may seek all legal remedies, including recovery of court costs and attorney fees. The Lessee agrees to indemnify and hold the Lessor harmless from any claims or litigation expenses, including court costs and attorney fees, arising from the Lessee's use of the property and any resulting judgments.

**15. LIABILITY AND INDEMNIFICATION INSURANCE.** Lessee shall carry and pay for comprehensive liability insurance, which names Lessor as an additional insured, on the Premises for the full term of this Lease, with bodily injury limits of not less than \$500,000.00 per person, \$1,000,000.00 per accident and property damage limits of \$500,000.00 per occurrence. Lessee shall furnish Lessor with evidence of such insurance. Lessee agrees to carry, at Lessee's expense, insurance upon Lessee's property brought onto the Premises

**16. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Lessee shall indemnify, defend, and hold harmless Lessor, its affiliates, and their respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Lessee's use of the Premises or any breach of this Agreement by Lessee.

**17. 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 the conclusion of the event.

**18. RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this Agreement shall be at the discretion of the Liberty Township Board/Hall Manager, Lessor herein.

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In Witness whereby, Liberty Township, a Municipal Corporation, by its duly appointed officers or agents such as Lessor and the Lessee named above have caused this agreement to be signed the date and year first above written.

Lessee: (Renter): \_\_\_\_\_ Date: \_\_\_\_\_

Lessor (Liberty representative): \_\_\_\_\_ Date: \_\_\_\_\_

Rental Fee Paid \$ \_\_\_\_\_ Date \_\_\_\_\_

Make Check OR Money Order out to: **LIBERTY TOWNSHIP**

Received By: \_\_\_\_\_

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