

SAUBLE TOWNSHIP HALL RENTAL AGREEMENT

THIS DOCUMENT WITNESSES AN AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 21 , by and between:

SAUBLE TOWNSHIP, (hereinafter called "TOWNSHIP").

And:

(hereinafter called "USER")

WITNESSETH:

That Township hereby lets and rents unto User the common areas of the building and adjacent parking, commonly known as "Sauble Township Hall" located at 8906 W. 6 Mile Rd., Irons, MI.

1. Term: User shall hold premises for the following period
 - a. From:(date) _____ (time) _____
 - b. To: (date) _____ (time) _____

2. Rent: User who is a non- resident shall pay to the Township the total sum of \$40.00 in advance.

3. Security and Cleaning Deposit: Upon execution of this Agreement, User both resident and non resident of Sauble Township shall pay to Township **\$75.00** as a security and cleaning deposit. The security and cleaning deposit shall secure performance of User's obligations hereunder. Any balance of the refundable portion remaining upon termination shall be returned to User.

4. Key Deposit: Upon execution of this Agreement, User both resident and non resident of Sauble Township shall pay to Township **\$75.00** as a key deposit. Township hall key will be available to User by contacting either the Supervisor, Clerk or Treasurer.

5. Utilities: Township shall provide all utilities, including, but not limited to gas, electric, water, sewer, and the like. Township shall also be responsible for snow plowing and solid waste disposal.

6. Use: User covenants that the demised premises shall be used for

_____ and related business and that said premises shall be used and occupied by User, or its assigns for no other purpose, without the written consent of Township. User further agrees to obtain, at User's expense, any necessary permits or licenses to conduct said business. **User may not serve alcoholic beverages without written consent of Township.**

The User shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said areas. **OCCUPANCY MAY NOT EXCEED 50 PERSONS.**

7. Maintenance and cleaning:

- a. User agrees to keep the premises in good order and repair and free from any nuisance or filth therein, and not to use or permit to use the same or any part thereof for any purpose forbidden by law or ordinance now in force or hereinafter enacted in respect to the use or occupancy of the premises. User agrees to surrender the premises in as good condition to Township.
- b. The User shall not injure, or mar, nor in any manner deface said premises, and shall not cause anything to be done whereby the said premises shall be in any manner injured, marred or defaced: and will not drive nails, tacks or screws into any part of said building, and will not make any alterations of any kind therein.
- c. Township shall be responsible for cleaning up the facility prior to use and shall insure the facility is in good operating condition.
- d. Township has provided a cleaning check list to User. **User will forfeit security and cleaning deposit of \$75.00 if the facility is not cleaned after the rental & \$75.00 if township key is not returned to the township. .**

8. Compensation for damages: If said premises, or any portion of said building, during the term of this Agreement, shall be damaged by the act, default or negligence of the User's agents, patrons or employees, User will pay to the Township upon demand such sum as shall be necessary to restore said premises to its present condition.

9. Sublease: User may not sublet, subrent or assign all or part of the premises without the prior written approval of the Township.

10. Indemnification: To the maximum extent permitted by law, the User shall indemnify and save the Township, his heirs, personal representatives, successors, trustees, agents and assigns harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney fees, by or on behalf of any person, party or governmental authority whatsoever arising out of:

- a. Failure by the User to perform any of its obligations under this Agreement;
- b. Any accident, injury or damage which occurs in or about the premises;
- c. Any matter arising out of the condition of the premises or a part of it by the User;

11. Miscellaneous:

- a. Township shall have the right to enter into and upon said premises, or any part thereof, for the purpose of inspection, but Township agrees not to exercise said right in such ways to unreasonably interfere with the business of User.
- b. In the event that the premises are rendered unusable for User's purposes by fire, flood, wind, or other act of God, or any other cause, User shall have the option of terminating this agreement with no penalty.
- c. All notices required to be given by either party hereto to the other shall be sufficient if mailed by registered or certified mail, postage prepaid, return receipt requested, to the addresses shown below or as changed in writing from time to time.

Township: Sauble Township
8906 W. 6 Mile Road
Irons, MI 49644-0227

- d. User: If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Agreement, or because of the breach of any other covenant to be performed by User, and a breach is established, then User shall pay to Township all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be forceable whether or not the action is prosecuted to judgement.
- e. The parties mutually understand that this rental agreement gives the User access and use of the common areas, i.e. kitchen, meeting room and rest rooms. **It does not give the User access or the use of Township offices and copier. It does not permit the User to use the Township's kitchen towels, paper plates, cups, bowls, plastic utensils, coffee, water, etc.**
- f. The parties mutually understand that the Township has both an obligation and the right to conduct Township business as necessary, however every effort will be made to prevent interfering in or the disruption of the User's activities.

12. Waiver: One or more waivers of any covenant or condition by the Township shall not be construed as a waiver of a further breach of the same covenant or condition.

13. Rights of successors and assigns: The covenants, conditions and agreements contained in this Agreement shall bind and insure to the benefit of Township and User and their respective heirs, executors, administrators, legal representatives, successors and assigns. However, User shall not assign this Agreement without the written consent of Township pursuant to this Agreement.

14. Entire agreement: This Agreement contains the entire agreement of the parties with respect to the transactions in this Agreement, set forth, and this Agreement may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by both of the parties hereto.

15. Severability: Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only as to the extent of such prohibition and invalidity, without invalidating the remainder of such provisions of this Agreement.

16. Governing law: The User acknowledges that this Agreement has been made in the County of Lake, State of Michigan and shall be governed by the laws of the State of Michigan. The User acknowledges and agrees that any dispute arising out of the terms and conditions of this Agreement shall be filed and heard in the courts of the County of Lake, State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

Signed in the Presence of:

SAUBLE TOWNSHIP

Print name

BY: _____

Print name

Its: _____

Signed in the Presence of:

Print name

User

Print name

GUARANTOR'S AGREEMENT

Each person that signs below (Guarantor) unconditionally guarantees payment of rent and performance of other User's obligation now or here after owing under this Lease. If more than one Guarantor signs below, each Guarantor is jointly and severally liable under this Guarantor. The Guarantor is jointly and severally liable under this Guarantee. The Guarantor agrees to all terms of this Lease.

Sauble Township Cleaning Checklist.

1. All wastebaskets will be emptied.
2. Hall carpet & rugs will be vacuumed. Vacuum is stored in closet located in men's restroom.
3. Tables will be cleaned.
4. Kitchen counters, stove top will be cleaned after use.
5. Tables and chairs will be returned to their original places.
6. Trash will be placed in the trash receptacle located outside the door.
7. Any kitchen utensils such as spatulas, serving spoons, knives, etc. will be washed and returned to original storage space.