

# LEASE AGREEMENT AND PROCEDURES FOR BELKNAP TOWNSHIP HALL

This Lease Agreement and Procedures, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWNSHIP OF BELKNAP, a municipal corporation, 1720 W 638 HWY, Rogers City, Michigan 49779, hereinafter designated as Lessor, and \_\_\_\_\_, hereinafter designated as Lessee, witnesseth;

WHEREAS, Lessee desires to rent from Lessor, the Belknap Township Hall during the period set forth below, upon the terms and conditions of this Lease Agreement and Procedures.

## LEASE PERIOD / DEPOSIT

Lessor hereby leases unto Lessee the Belknap Township Hall upon the terms and conditions contained herein, for the period from 6:30PM on Thursday to 12:00 PM/NOON on Sunday, \_\_\_\_\_. Any additional times desired by Lessee shall be arranged in advance, and a fee of fifty (\$50.00) per day will be charged.

Lessee will be required to make, in advance, a non-refundable fifty-dollar (\$50.00) payment to hold the desired date requested. This payment shall be deducted from the total rental fee, with the balance to be paid prior to receiving the keys to the hall for the occasion.

All rentals require, in advance, a one hundred dollar (\$100.00) security deposit, in addition to the rental fee, to be held by Lessor in escrow for the purpose of covering expenses which are Lessee's liabilities as provided in this Lease agreement and Procedures. Following the rental, an inspection of the premises will be made by the Lessor's caretaker. Lessee may receive a refund of all or a portion of the security deposit, depending on Lessee's compliance with the terms and conditions of this Lease Agreement and Procedures.

Additional cleaning done by Lessor (where Lessee has agreed to clean the hall) will be billed to Lessee at twenty dollars (\$20.00) an hour. Final settlement payment will be made following authorization by the Belknap Township Board at a regular monthly meeting. If Lessor does not agree with any amounts withheld from the security deposit, Lessee may contact the Belknap Township Supervisor in an effort to resolve the disagreement.

## PURPOSE OF HALL RENTAL

Lessee desires to lease the Belknap Township Hall for the following purpose; Lessee's use of the hall shall be limited to this purpose, unless Lessor has provided advance written consent for an additional purpose: \_\_\_\_\_

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## RENTAL FEE

Entire Hall	Residents: \$350.00	Non-Residents: \$450.00
Kitchen ONLY	Residents: \$100.00	Non-Residents: \$150.00
Vestibule ONLY (No Kitchen or Banquet room)	Residents: \$100.00	Non-Residents: \$150.00

If Lessee elects to have the caretaker clean after the affair, there will be an additional cost of \$100.00 due at signing of contract.

Lessee agrees to pay, in advance, as rent thereof, the sum of \$ \_\_\_\_\_ to help defray the cost of maintenance, utilities and upkeep of the hall.

Rental fees are based on whether the guest of honor for the occasion is a resident or a non-resident of Belknap Township. To lease the hall at a resident rate, at least one of the following criteria must be met (place a check mark by the criteria used):

- a.  A registered voter in Belknap Township.
- b.  A property tax payer in Belknap Township.
- c.  A renter who resides in Belknap Township for at least 5 years and declares a homestead in Belknap Township.
- d.  The son, daughter or dependent of someone who meets items a, b or c.
- e.  An organization with a physical location in Belknap Township.

## GENERAL CONDITIONS

1. Lessee shall not assign, transfer or sublet this lease on said premises, or any part thereof, without the written consent of Lessor.
2. Lessee acknowledges that it is leasing the hall for the purpose stated above, and Lessee shall conduct no other operations or use of the hall except for the purpose stated above. Lessee further agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon or who may later come into contact with people who have been at Lessee's function. Lessee further agrees to release, indemnify and hold harmless Lessor, and Lessor's employees and agents, against any and all claims for injury or damages to person or property, including claims of employees of Lessee or any contractor, subcontractor or invitee, arising out of the activities conducted by Lessee, its agents, members or guests or invitees. Lessee further agrees to indemnify and hold harmless Lessor for any cost of litigation, including but not limited to attorney fees, which Lessor may incur as a result of Lessee's activities while renting the hall. Lessee assumes all risks, both known and unknown, and all consequences thereof, arising out of the use of the hall.
3. Event Insurance: Belknap Township requires proof of liability insurance coverage, which is acceptable to Lessor, by providing, either a copy of Lessee's insurance policy containing the specified coverage or a signed statement from Lessee's insurance agent. Proof of acceptable insurance coverage must be on file with the hall Caretaker prior to the event.
4. If liquor is served by Lessee during its use of the hall, Lessee shall procure appropriate licenses and permits. Lessee shall supervise carefully the serving of the alcoholic beverages so as to comply with all applicable Michigan Laws, including the serving of beverages to visibly intoxicated persons and/or minors. Lessee shall indemnify and hold harmless, Lessor, and Lessor's employees and agents, for damages and injuries arising out of Lessee's provision of alcoholic beverages.
5. Lessee shall comply with all laws, rules and regulations of the United States and the State of Michigan and all the local ordinances, rules and regulations of Lessor, and Lessee will not do nor allow anything to be done on said premises in violation of any such laws, ordinances, rules or regulations.
6. \*Except for the Banquet room floor\*, Lessee shall be liable and responsible for all janitorial, maintenance and cleaning personnel necessary to prepare the premises for the scheduled activity and necessary to restore the same to an equal or better condition than prior thereto immediately following such activity.
7. Lessee will be responsible for removing all garbage from the hall. Any garbage left by Lessee to be removed by Lessor will be billed the current rate of the local transfer station per bag and a charge of \$20.00 for hauling.
8. All affairs and activities shall cease at a reasonable time and in NO WAY shall exist beyond 2:00 AM. All guests must be out of the hall by 2:30 AM, with only the

Lessee and its work force permitted after hours for cleaning purposes. Expected clean up time should be completed by noon the day following the occasion.

9. If Lessee desires security guards present for an occasion, it will be Lessee's responsibility to obtain and pay them on their own accord.
10. If Lessee desires food services/preparation, Lessee will be required to obtain an approved certified cook/caterer. Home prepared food may be served by a charitable, religious, fraternal, or other non-profit organization operating a home prepared backed goods sale or serving only home-prepared food in connection with its meeting or as part of a fund-raising event.
11. Lessee will be held responsible during the lease period for the action of the guests, the cleanliness of the building, property damage and any items belonging to Lessor. A failure to comply with the preceding established conditions may jeopardize Lessee's future ability to use the hall. The Belknap Township Board reserves the right to determine its response to all cases of misuse and shall notify Lessee of the situation, provide an opportunity to respond and notify Lessee of the Township Board's decision regarding any future hall usage privileges.
12. There is absolutely NO SMOKING allowed anywhere inside the building. Violation of this rule will result in a forfeiture of the deposit.
13. This Lease Agreement and Procedures shall be governed by the laws of the State of Michigan. This document contains the entire understanding between the parties. This document may not be modified except through an express written agreement signed by the parties.

**LESSEE CONTACT INFORMATION  
AND  
LEASE AGREEMENT AND PROCEDURES SIGNATURE PAGE**

TOWNSHIP OF BELKNAP: \_\_\_\_\_

NAME OF GUEST OF HONOR \_\_\_\_\_

LESSEE NAME: \_\_\_\_\_

\_\_\_\_\_

LESSEE SIGNATURE: \_\_\_\_\_

\_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

\_\_\_\_\_

EMAIL: \_\_\_\_\_

**Thank you for choosing to use the Belknap Township Hall for your event!**