



PERE MARQUETTE

CHARTER TOWNSHIP

1699 SOUTH PERE MARQUETTE HWY. • LUDINGTON, MICHIGAN 49431
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TOWNSHIP HALL LEASE AGREEMENT

Please note: The Hall will not be leased to minors, will not be leased for profit-making uses, and will not be leased for events where a cover charge or entrance fee is charged.

- (1) THIS LEASE AGREEMENT is between the Township and _____ (Lessee) for the use of the Township Hall (the “Premises”) for the rental date of _____.
- (2) Deposit is due upon signing lease and securing the date requested.

Length of Time	Rent	Deposit *
Full Day (more than 2 hrs.)	\$200	\$200
Brief Meeting (2 hrs. or less)	\$50	\$100
Memorial Services / Funeral Lunches	\$50	\$100

Deposit is doubled when alcohol is served

- a. In addition to the deposit being doubled when alcohol is served, Lessee must provide to the Township a copy of the Lessee’s Homeowner’s insurance policy with a “Host Provision” AND Umbrella Liability Coverage, OR a 24-hour Liquor Liability Insurance certificate at least 14 days before the rental date. Failure to timely provide proof of insurance will result in cancellation of the reservation and refund of the deposit. Failure to disclose that alcohol will be served will result in forfeiture of the entire deposit and may result in additional monetary charges and/or legal actions by the Township against the Lessee.
 - b. If alcohol is to be served, Lessee shall provide an event liability policy for the rental date, to the Township, at least 14 days before the rental date. Failure to timely provide proof of insurance will result in cancellation of the reservation and refund of the deposit.
 - c. All insurance required above must be equal to at least \$1,000,000 per occurrence and at least \$1,000,000 aggregate.
- (3) The above **Rental Fee** is due when hall keys are picked up. Keys may be obtained on the day of the event or on Friday for a weekend event. Hall keys must be picked up from the Township office during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. It is Lessee’s responsibility to remember to pick up the keys.
 - (4) The Lessee agrees to conduct its activities upon the Premises so as not to endanger any person lawfully thereon and to indemnify and to save harmless the Township against any and all claims for injury to persons on property, including claims of employees of the Lessee or any contractor, subcontractor, members, guests, invitees, or the agent of any of the above (collectively the “Lessee’s Persons”).
 - (5) The Lessee shall not admit to the Premises a larger number of persons than can safely and freely move about in the Premises and the decision of the Township in this respect shall be final. (Currently 139

persons.) No portion of the sidewalks, entries, passages, vestibules, or stairways, or access to public utilities of the Premises shall be obstructed by the Lessee or used for any purpose other than for ingress to and egress from the Premises. The doors, stairways, and openings that reflect or admit light into the Premises, and radiators and house lighting attachments, shall not be covered or obstructed by the Lessee except with the prior written approval of the Township when necessary to provide proper lighting effect for performances. The restrooms and other water apparatuses shall not be used by the Lessee for any purpose other than that for which they were constructed. Lessee shall not, without the written consent of the Township, put up or operate any engine or motor inside the Premises or use oils, bottled gas, kerosene, naphtha, gasoline, or any such flammable material for either mechanical or other purposes.

- (6) The Township has the right to terminate this Agreement and to require the Lessee to vacate the Premises upon certain events such as (but not limited to): Violation of any Federal, State, or local laws or regulations; damage to the Premises or to personal property, including personal property of the Lessee or the Lessee's Persons; personal injury; instances where Lessee's Persons become unruly and/or there is significant threat of damage or injury to persons or property. If any of the above occurs, whether specifically listed or not and whether the Agreement is terminated or not, the rental deposit will be forfeited.
- (7) The Lessee indemnifies the Township and its agents, representatives, employees, contractors, and subcontractors against all losses, damages, costs, and expenses, including reasonable attorney's fees, resulting from the Lessee's use of and/or presence in the Premises on the rental date or any holdover period.
- (8) The Lessee shall not deface, injure, or mar the Premises – including but not limited to using nails, hooks, tacks, screws, staples, any kind of tape, etc. – in any part of the Premises, and will not make any alterations of any kind therein. Masking tape may be used only to fasten decorations to tables and ceiling hooks. BUT MUST BE COMPLETELY REMOVED. Tables and chairs must be returned to the storage room.
- (9) **THIS IS A SMOKE-FREE FACILITY.** Deductions from the deposit will be taken for failure to observe this Smoke-Free Policy.
- (10) The Premises must be left in the same condition as when first rented. Vacating time for a full day rented is 12:00 midnight of the day it is rented. The Premises must be completely cleaned up and Lessee's possessions removed NO LATER THAN 12:00 MIDNIGHT OF RENTAL DAY. All garbage and trash must be removed from the Premises and the parking lot and placed in the dumpster provided. Any violation of this clause may result in the loss of the entire deposit.
- (11) Payment of the deposit to the appropriate Township official and Lessee's signature on this Agreement are required to guarantee the rental date. The Lessee may cancel this Agreement without penalty up to the day of the event and will receive a full deposit refund, absent from any violations of this Agreement by the Lessee. No refunds will be given if notice of the cancellation is given after the event. Cancellation refunds will not be transferred to events in future years. *RESERVATIONS WILL BE TAKEN BEGINNING JANUARY 1ST FOR THAT CALENDAR YEAR.*
- (12) Monies placed on deposit in accordance with this Agreement shall be returned in full to the Lessee upon SATISFACTORY inspection by the Township or its agent and certification that the Premises have been left in a clean and undamaged condition. Leaving an unclean or damaged facility will result in forfeiture of all or part of the deposit. If damages exceed the amount of the deposit, the Lessee accepts liability for the additional expenses required to return the Premises to its prior condition.
- (13) No provisions of this Agreement shall be waived or altered except by writing endorsed hereon or attached hereto and signed by the Township and by the Lessee. The invalidity of any clause, provision, or covenant

shall not affect the enforceability of the balance of the Agreement. This Agreement shall not be assignable without the prior written consent of the Township.

(14) AED Device is located in front entrance of the Premises. The Lessee is responsible for ensuring this device is not damaged or removed from the Premises.

(15) All limitations placed upon the Lessee apply equally to the Lessee's Persons, and all limitations placed upon the Lessee's Persons apply equally to the Lessee.

TOWNSHIP HALL LEASE AGREEMENT

I have read and understood this lease agreement and agree to its terms.

Will alcohol be used at this event? YES NO

Will the kitchen be used at this event? YES NO

Name

Address

City and Zip

Phone Number

Email

Lessee's Signature

Receipt #

Township Representative Signature