

KEARNEY TOWNSHIP  
4820 AERO PARK DRIVE  
BELLAIRE, MI 49615  
PH. 231-533-8519

**KEARNEY TOWNSHIP RECEPTION HALL CONTRACT**

**NO HELIUM BALLOONS ALLOWED !! NO STAPLES IN TABLES,  
MASKING TAPE ONLY, NO CANDLES, NO ANIMALS!!**

DATE: \_\_\_\_\_

NAME OF PERSON OR GROUP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

PREMISES INCLUDED: RECEPTION HALL, KITCHEN, RESTROOMS

DATE & TIME: \_\_\_\_\_

WILL ALCOHOL BE SERVED? \_\_\_\_\_

RENTAL FEE: PAID BY: \_\_\_\_\_

DEPOSIT FOR FACILITY: PAID BY: \_\_\_\_\_

DATE DEPOSIT RETURNED: \_\_\_\_\_

SIGNATURE OF RESPONSIBLE PARTY: \_\_\_\_\_

AUTHORIZATION: \_\_\_\_\_

**CONTRACT VOID IF NOT RETURNED WITHIN 30 DAYS**

**FOR EMERGENCY OR QUESTIONS CONTACT**

SALLY PETRIE, CLERK 1-231-533-5719 (OFFICE) 1-231-533-9259 (HOME)  
JOYCE HAGOOD, TREASURER 1-231-533-8519 (OFFICE) 1-231-544-6128 (HOME)  
JOHN FLEET, TRUSTEE 1-231-533-6537 (HOME)

**APPENDIX  
HALL RENTAL FORM B**

**BETWEEN THE TOWNSHIP OF KEARNEY AND \_\_\_\_\_  
REGARDING THE RENTAL FOR PERSONAL USE OF THE KEARNEY TOWNSHIP  
HALL, KITCHEN, RESTROOMS AND GROUNDS LOCATED AT 4820 AERO PARK  
DRIVE, BELLAIRE, MI.**

**A. Lessor shall not be liable for any personal injury or property damage occurring on or to the demised premises or to any persons thereon resulting from (1) a loss of property by theft or burglary, (2) accidental damage to person or property on or about the premises from use of any utility on the premises, (3) any damage caused by action of the natural elements, or (4) damage or injury resulting from the conduct of the employees or lessee, whether negligent or otherwise. Lessee shall not make any claim against lessor for any loss or damage described herein.**

**B. Lessee shall be responsible for the application of insurance proceeds, if any to the repair or replacement of the premises or property thereon necessitated by any damages caused by the above circumstances, and if the injury was not insured against, lessee shall repair the demised premises or replace or repair property thereon as the sole experience of lessee.**

**C. Lessor shall not be liable in any manner for any loss, injury, or damage incurred by lessee from acts of theft, burglary, or vandalism committed by either identified or unidentified parties.**

**D. Lessor shall not be liable to lessee, or the agents, employees, customers, patrons, visitors, or quests of lessee for any injury or death occurring in or about the demised premises or the sidewalks or alleys adjoining the premises, and lessee shall indemnify lessor against all claims by any agents, employees, customers, patrons, visitors or guests of lessee.**

**HALL RENTAL FORM B**

**E. Lessor shall be liable for loss, damage, or injury resulting from structural defects of the building on the demised premises if the structural effects are not caused by the negligence of lessee, and lessee shall not be obligated to indemnify lessor with respect thereto:  
Kearney Township, Antrim County, MI.**

**Lessee Signature \_\_\_\_\_**

**Lessor Signature (Township Rep.) \_\_\_\_\_**

**Date \_\_\_\_\_**

## INSURANCE

When alcohol is served the tenant shall provide, at its sole expense, liability insurance, including property damage with a \$ 1,000,000 minimum limit and name Landlord as additional insured.

When alcohol is served a security guard must also be present and is to be hired by the lessee.

**A copy of the contract with a security guard and proof of liability insurance must be presented before picking up key.**

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## DURATION AND TERMS

This agreement and Lease shall be in effect from the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ am/pm until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ am/pm in consideration of rental in the amount of \$ \_\_\_\_\_ to be paid by the Tenant to the Landlord prior to occupancy.

Premises and parking lot are to be vacated by 12:00am. There is no other obligations incident to the use of the demised premises.

Lessee Signature \_\_\_\_\_

Lessor Signature (Township Rep.) \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX**

**HOLD HARMLESS CLAUSE**

**To the fullest extent permitted by law \_\_\_\_\_ agrees to defend, pay on behalf of and hold harmless the Township of Kearney, against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the Township of Kearney, its elected officials, employees, volunteers or all others working on behalf of the Township of Kearney, by reason of personal injury, including bodily injury and death: and/or property damage, including loss of use thereof, which arises out of the alleged negligence of \_\_\_\_\_ and/or in any way connected or associated with this contract.**

**Lessee Signature \_\_\_\_\_**

**Lessor Signature (Township Rep.) \_\_\_\_\_**

**Date \_\_\_\_\_**

KEARNEY TOWNSHIP  
4820 Aero Park Dr.  
Bellaire, MI 49615

**KEARNEY TOWNSHIP RECEPTION HALL  
RENTAL RULES AND FEES**

RECEPTION HALL, KITCHEN, RESTROOMS and GROUNDS are considered as a unit. Residents will be charged a \$450.00 rental fee and a \$500.00 deposit for the weekend which runs from Friday noon until Sunday noon. Non-Residents will be charged a \$1000.00 rental fee and a \$500.00 deposit for the weekend which runs from noon Friday until Sunday noon. Residents may also rent the hall for one day for \$150.00 and a \$200.00 security deposit. Non-residents may rent the hall for one day for \$350.00 per day and a \$200.00 security deposit.

A \$200.00 refundable deposit is required to secure the booking.

**\*\* (FEES ARE SUBJECT TO CHANGE UPON ACTION BY THE TOWNSHIP BOARD).**

Deposit must be made when making reservations. A cancellation of reservations must be made at least 30 days in advance of the reservations, or the deposit will be considered forfeited. Keys may be picked up on Friday at noon at the township offices. Key may be left in the kitchen on completion of the clean-up. Entrance/Exit doors must be kept closed at all times and not propped open other than for loading and unloading of party supplies.

**SINGLE DAY PARTIES**

**ORGANIZATIONS/GROUPS:** will be subject to rent of \$150.00/\$350.00 (resident/non-resident) for a one day use of the reception hall, kitchen and restrooms, if the facility is available. A \$200.00 refundable deposit is required to secure the booking. Building must be cleaned on the same day as the event, or the deposit refund will considered payment for additional time.

There will be a designated person responsible for the building at each event. That person will be present at the inspection of the building if the township inspector deems it necessary.

RENTER is responsible for any and all damages, costs of repair, and/or replacement of all equipment during the rental period.

**USE OF HELIUM BALLOONS IS STRICTLY PROHIBITED!! NO STAPLES/NAILS SHALL BE USED ON ANY OF THE WALLS OR TABLES -YOU MAY USE MASKING TAPE ON TABLES ONLY. ANY COST FOR DAMAGE TO SAID PROPERTY WILL BE THE RESPONSIBILITY OF THE RENTERS.**

**FUNDRAISERS:** will be considered under the non-profit group status upon approval by the Township Board.

Renter Initial \_\_\_\_\_

**KITCHEN, STOVE, MICROWAVE, REFRIGERATOR AND DISHWASHER MUST BE THOROUGHLY CLEANED AND ALL FOOD TAKEN BEFORE LEAVING.**

**REMOVE AND DISPOSE OF ALL DECORATIONS.**

**LOCK-UP - BE SURE ALL DOORS AND WINDOWS ARE SECURE AT ALL EXITS BEFORE LEAVING THE BUILDING. CHECK ALL BATHROOMS FOR FANS AND LIGHTS.**

**OUTSIDE THE BUILDING MUST BE CLEANED ALSO B ALL TRASH, BEER AND POP CANS, CIGARETTE BUTTS, CUPS, ETC FROM AROUND THE BUILDING AND PARKING AREA.**

**ANY RENTER REQUESTING DEVIATION FROM ANY OF THE ABOVE RULES SHALL DIRECT THEIR REQUEST DIRECTLY TO A KEARNEY TOWNSHIP BOARD MEMBER. THE MAINTENANCE CREW DOES NOT HAVE THE AUTHORITY FOR APPROVAL, AND YOU WILL BE HELD FINANCIALLY RESPONSIBLE FOR ANY LOST OR DAMAGED PROPERTY RESULTING FROM NOT FOLLOWING PROPER PROCEDURES.**

**DEPOSITS: will be returned only on the satisfactory inspection and approval of maintenance. Refund checks will the issued following the Township Board meeting which is held on the first Monday of the month, after use of the facility.**

**SUGGESTED SUPPLY LIST:**

**DISH TOWELS, DISH SOAP AND DISH TOWELS  
SILVERWARE AND SERVING UTENSILS  
TABLECLOTHS AND TRASH BAGS, SCISSORS  
DISHES FOR LEFTOVERS, PAPER TOWELS  
COOKING PANS, PUNCH BOWL, PLATES  
COFFEE AND COFFEE FILTERS, CUPS, GLASSES  
SUGAR AND CREAMERS, MASKING TAPE**

**Renter initial \_\_\_\_\_**

**APPENDIX  
HALL RENTAL FORM A**

Agreement and Lease made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Kearney Township, hereinafter called a Landlord and \_\_\_\_\_, hereinafter called the Tenant.

Whereas, the Landlord owns a parcel of land of facility and Whereas the Tenant is desirous of leasing said parcel of land or facility the Landlord is willing to lease said property to said Tenant. Now, therefore, the parties agree as follows:

**LEASED PREMISES**

The Landlord hereby demises and leases unto the Tenant the following described parcel of land/facility located at 4820 Aero Park Drive, Bellaire, MI 49615 described as follows: Kearney Township Reception Hall consisting of the Hall, Kitchen, Restrooms and Grounds.

To be used by the Tenant  
for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**UNLAWFUL, IMPROPER OR OFFENSIVE USE**

The Tenant shall not make nor allow to be made by any unlawful, improper or offensive use of the demised premises.

**NUISANCE**

The Tenant shall be responsible and shall pay all damages and charges to the Landlord or any others for any nuisance made or suffered during said term on the demised premises or the sidewalks or way bordering thereon resulting from the activities of the Tenant.

Renter initials \_\_\_\_\_

**APPENDIX  
HALL RENTAL FORM C**

**KEARNEY TOWNSHIP, 4820 AERO PARK DRIVE, BELLAIRE, MI 49615**

**DATE** \_\_\_\_\_

**PERSON/ORGANIZATION APPLYING** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**KEARNEY TOWNSHIP HALL, 4820 AERO PARK DR., BELLAIRE, MI 49615**

**TO BE USED FOR** \_\_\_\_\_

**TIME: FROM** \_\_\_\_\_ **TO** \_\_\_\_\_

**DATE TO BE USED** \_\_\_\_\_

**DEPOSIT** \_\_\_\_\_

**RENTAL** \_\_\_\_\_

**TOTAL** \_\_\_\_\_

Payment must be received by \_\_\_\_\_ or this agreement will be cancelled. Make check payable to: Kearney Township. Return two (2) signed copies of this form to the Township office. Forms must be signed by the applicant only and any payment deemed refundable will be mailed to the applicant.

**THE RENTER AGREES:**

1. Not to bring or consume alcoholic beverages on the premises unless noted when reserving hall and appropriate procedures are followed. When alcohol is being provided a security guard must be present at the event, and shall be hired by the lessee.
2. To clean the premises and place all refuse in containers provided by the Township,
3. To reimburse the Township of Kearney for any damages to premises, building and equipment.
4. To use only the Reception Hall, Kitchen and Restrooms.
5. To accept the premises in its present condition and return it in like condition.
6. The undersigned applicant agrees to indemnify the Township of Kearney and its members or agents against all liability to persons or property on the premises.
7. To vacate the premises at the premises at the scheduled times.
8. No personal property shall be on the premises other than during the rental period.
9. Not to attach poster or signs to the premises.
10. To return all Township property to the designated storage spaces in the same manner they were removed.
11. Hours available for the rental are \_\_\_\_\_ to \_\_\_\_\_ half day or whole day rentals.
12. Failure to comply with the above conditions will result in forfeiture of deposit.

**Date:** \_\_\_\_\_ **Applicant Signature** \_\_\_\_\_