

KEARNEY TOWNSHIP HALL LEASE AGREEMENT

December 28, 2023

This Lease Agreement, made on _____, 20____, by and between Kearney Township, hereinafter “Lessor”, and _____, hereinafter “Lessee”.

In consideration of the terms and conditions contained herein, it is agreed by the parties as follows:

Term of Lease: The Lessor agrees to lease a portion of the Kearney Township Hall, namely the reception hall, kitchen, restrooms, surrounding grounds, and parking lot, located at 4820 Aero Park Drive, Bellaire, Michigan (the “Premises”) to Lessee from _____, 20____, from ____ (a.m.)(p.m.) to ____ (a.m.)(p.m.) on _____, 20____.

Type of Event/Number Attending: Lessee plans the following type of private/public event _____ and anticipates _____ to attend.

Maximum occupancy of the Premises is 206 individuals.

Lease fee: Lessee wishes to lease the premises for one day from _____ a.m. to _____ p.m. at a rate of \$225.00 or for two days from _____ a.m. on the first day to _____ p.m. on the second day at a rate of \$375.00 or a weekend from 10:00 a.m. Friday until 11:00 p.m. Sunday at a rate of \$525.00. The lease fee shall be due in full at least seven (7) business days prior to the lease.

Security Deposit: Lessee shall be charged a security deposit in the amount of \$300.00 for a one or two day lease, and \$500.00 for a weekend. The security deposit is due at the time this agreement is signed. The security deposit shall be refunded in full within seven (7) business days after the Lessee’s event if there is no damage to the Premises, the Premises are clean, and all tables and chairs have been accounted for.

Cancellation: Lessee may cancel this Agreement at least thirty (30) days prior to the beginning of the event. Lessee's security deposit may be forfeited if the cancellation is made less than thirty (30) days prior to the beginning of the event. If there have been no other requests to rent the hall on that date(s) the entire security deposit shall be returned.

Keys: Lessee shall pick up the keys to the Premises from Joyce Hagood, or her designee, during the walkthrough and return keys to the drop box at the entrance to the offices at the end of the event. Lessee is responsible for locking all doors and securing all windows prior to leaving the Premises.

Supplies: Lessee shall provide any and all supplies needed for Lessee's event, including, but not limited to, trash bags, towels, soap, silverware, plates, cups, glasses, pans, paper products, etc.

Alcohol: If alcohol will be served at the event the Lessee shall obtain, at Lessee's sole expense, a liability insurance policy with a one million dollar (\$1,000,000) minimum limit, which includes property damage, and names Lessor as an additional insured. In addition, Lessee must hire and have a security guard present at the event. Proof of liability insurance and a copy of the security guard contract shall be provided to Lessor when the rental fee is paid.

Damages: Lessee is responsible for any and all damages, costs of repair and/or replacement of any of the following, including, but not limited to, kitchen appliances and/or equipment, tables and chairs, and walls, windows, floors and doors damaged during the term of the lease.

Cleaning: Lessee is responsible for cleaning the Premises and removing and disposing all decorations and trash from the interior, grounds and parking lot at the end of the event.

Animals: Except as provided in this Paragraph, animals are prohibited within the Township Hall. Provided, however, a service animal actively engaged in providing services directly related to an individual's disability shall be permitted in the Township Hall. For purposes of this

Paragraph, “service animal” means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether trained or untrained, are not service animals for the purposes of this definition. In addition, animals whose purpose is the provision of emotional support, well-being, comfort, or companionship are not service animals for the purposes of this definition.

Other Conditions: Helium balloons, confetti, glitter of any type, and candles are prohibited.

Staples and nails shall not be used on the walls, tables and chairs. Nothing should be attached, in any way, to the soundproof panels on the walls. Masking tape may be used on the tables and/or chairs only.

Indemnification: The Lessee agrees to conduct the event on the Premises so as not to endanger any person lawfully present and to indemnify, defend and hold harmless the Lessor, including, but not limited to, Lessor’s elected officials, employees, agents, volunteers, and/or any others working on behalf of Kearney Township, against any and all claims, demands, suits, losses, and all associated costs, for personal injury, including bodily injury and death, and/or property damage, by Lessee, employees of Lessee or any contractor, subcontractor, agent, guest and/or invitee of Lessee, arising out of the event and/or any activities associated with the event contracted or arranged by Lessee, its contractors, subcontractors, agents, guests and/or invitees.

Compliance with Applicable Laws: Lessee shall comply with all laws of the United States, the State of Michigan and all ordinances, rules and regulations of the Township, and Lessee will not do, or suffer to be done, anything on the Premises in violation of any such laws, ordinances, rules and regulations.

I have read and agree to the terms and conditions specified in this Agreement.

Lessee:

Date: _____

Signature: _____

Printed Name: _____

Mailing Address: _____

Telephone Number(s): _____

If Lessee is a group or organization the following is required:

Date: _____

Name of Group/Organization: _____

Signature of Person Signing
on behalf of Group/Organization: _____

Printed Name: _____

Mailing Address: _____

Telephone Number: _____

Lessor:

Date: _____

Signature/Title of Township Official: _____

Contact in case of an Emergency or Questions:

Joyce Hagood, Treasurer: (231) 533-8519 (office); (231) 544-6128 (home)
kearneytwptreasurer@hotmail.com

DO NOT WRITE BELOW THIS LINE – ADMINISTRATIVE USE ONLY

Security Deposit Received From: _____

Amount Received: _____ Date Security Deposit Received: _____

Check #: _____

Rental Fee Received From: _____

Amount Received: _____ Date Rental Fee Received: _____

Check #: _____

Security Deposit Returned To: _____

Amount Returned: _____ Date Security Deposit Returned: _____

Check #: _____