

KIWANIS PARK LEASE AGREEMENT – HALL ONLY

THIS LEASE AGREEMENT IS MADE THIS _____ DAY OF _____, 20__, by and between Frenchtown Charter Township, a Michigan Municipal Corporation, hereinafter referred to as (“Township”) and the undersigned; hereinafter referred to as (“Tenant”).

In consideration of the covenants and conditions contained in this Lease Agreement, the parties agree as follows:

1. The Township hereby leases to Tenant, the Building located at Frenchtown Kiwanis Park at 2775 Nadeau Road, Monroe, Michigan from 8:00 AM to 11:00 PM, (the “Leased Premises”, “Premises” or the “Building”) on _____ the _____ of _____ (“Date of Occupancy”). The Leased Premises shall specifically exclude the use of the ball fields or other parts of Frenchtown Kiwanis Park, the use of which is open to the public, including Tenant unless specifically provided for herein.

2. The Leased Premises may be used for recreation purposes only and for no other purpose without the written consent of the Township.

3. The Tenant shall pay the sum of \$225.00 for full day rental and \$100.00 for half day rental (Monday through Thursday only) at the time of reservation as rent for the Leased Premises and \$25.00 per Ball Field reserved (Saturday and Sunday only), in order to defray the cost of maintenance, utilities and upkeep of the Building. A housekeeping deposit of \$100.00 shall be made at the time of reservation with said deposit to be refunded, if after inspection the Building and Field(s) (where applicable) are found to be in clean condition and proper order. If the Building or Field(s) (where applicable) is not left in proper order and in a clean condition, the deposit will not be refunded but rather will be used to defray the cost of clean up of the Leased Premises. Please allow at least one month subsequent to date of occupancy for receipt of refund of deposit.

4. As stated above Ball Fields may if desired and initialed below be rented in conjunction with the Hall Rental for \$25.00 per field. This fee does not include preparing the field or chalking of the foul lines.

Ball Field No. 1 _____
 Initials

Ball Field No. 2 _____
 Initials

5. Tenant shall not provide, supply or make available any inflatable bounce houses, moonwalks, waterslides, pony rides or similar recreational products on the Township Park Property. Any violation of this section shall result in the forfeiture of Tenant’s deposit fee of \$100.00 to the Township. _____ Initials.

6. Tenant shall keep Premises in a neat and orderly condition and free of rubbish and debris, which shall be picked up and moved by the Tenant to the dumpsters on the Premises immediately following occupancy.

7. Tenant agrees to conduct its activities upon the Premises so as not to endanger any property or person lawfully thereon. Tenant shall ensure that no alcohol of any kind is served to minors.

8. Tenant shall be liable and responsible for any and all damage or injury to said Premises or any person or property thereon during the period of occupancy hereunder, and shall reimburse, indemnify and hold the Township harmless against any and all claims for injury to person or property

(including claims of employees of Tenant or any contractor, subcontractor, or invitee) arising out of the activities of Tenant, its agents, members, guests, or invitees.

9. No alcohol or other liquor or intoxicating beverages are permitted to be served or consumed on the Premises, unless Tenant provides a policy of insurance commonly known as "Host Liquor Liability Insurance" in the minimum amount of \$1,000,000.00, which would include coverage for damages and injuries arising out of Tenant's occupancy and use of the Leased Premises and provision of alcoholic beverages on the date of occupancy. The certificate to be provided shall name Frenchtown Charter Township, its Board Members, employees, and agents as additional insured's and as a certificate holder. A copy of the certificate of insurance shall be provided to the Township Clerk prior to securing the key for the Building if alcohol is to be served or consumed. Initials _____

10. Should the date of occupancy by Tenant conflict with any necessary public Township business requiring the use of the Leased Premises, Tenant agrees to the cancellation of this Lease by the Township.

11. The key to the Building must be picked up by 3:00 PM from the Clerk's Office at the Township Hall the Friday before the date of occupancy.

12. The key must be deposited in the key return box by the door exiting the hall. Tenant will be notified by telephone or letter if any or all of the deposit is to be forfeited.

13. In order to comply with the Fire Department and Health Department Regulations, OCCUPANCY IS LIMITED TO PARTIES OF 90 OR LESS.

14. Tenant shall not assign, transfer, or sublet this Lease, or any part thereof, without the written consent of the Township.

15. REFUND POLICY – Tenant must cancel within seven (7) working days of date of signed agreement in order to receive a full refund less a \$25.00 processing fee. If Tenant cancels after seven (7) working days of the date of the signed agreement no refund will be given. Initials _____

The parties have executed the Agreement on the date set forth above.

FRENCHTOWN CHARTER TOWNSHIP

TENANT

By: _____
Signature

By: _____
Signature

Print Name

Print Name

SIGNED IN THE PRESENCE OF:

ADDRESS _____
CITY/STATE _____
PHONE NO. _____

Hall Rental (Full Day) \$225.00; (Half Day) \$100.00; plus \$100.00 deposit paid on Receipt No. _____
Ball Field No. 1 Rental \$25.00 Receipt No. _____
Ball Field No. 2 Rental \$25.00 Receipt No. _____