

Summit Township Township Hall Lease Agreement

Please note: Only residents and/or "real property" taxpayers of Summit Township may lease the Township Hall. Others with special circumstances may apply to the Township Board for special approval to lease. 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. No fees will be charged to qualified Lessees using the facilities for funeral lunches.

THIS LEASE AGREEMENT, made this _____ day of _____, 20____ by and between the Township of Summit, a municipal corporation, hereinafter designated "Lessor", and _____ hereinafter designated "Lessee."

1. The Lessor hereby lets and leases unto the Lessee, the Township Hall facility for the following period: On the _____ day of _____, 20____ from _____ o'clock a.m./p.m. to _____ o'clock a.m./ p. m.
2. a. The Lessee shall pay a **Deposit** in advance in order to secure the date requested. Deposit is due upon signing of this lease.

b. **Alcohol is permitted.** 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.
3. A separate **Rental Fee** is due 1 week before the time when the hall is being opened for your event.
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 Lessor against any and all claims for injury to persons or property, including claims of employees of the Lessee or any contractor, subcontractor, or their agents, members or guests, or invitees.
5. The Lessee shall not admit to said premises a larger number of persons than can safely and freely move about in said area and the decision of the Lessor in this respect shall be final. **(Currently 150 persons.)** No portion of the sidewalks, entries, passages, vestibules, or access to public utilities of said property shall be obstructed by the Lessee or used for any purpose other than for ingress to and egress from the described premises. The doors, or openings that reflect or admit light into the building, and radiators and house lighting attachments shall not be covered or obstructed by the Lessee except with the prior written approval of Lessor when necessary to provide proper lighting effect for performances. The rest rooms and other water apparatuses shall not be used by the Lessee, its agents, or employees for any purpose other than that for which they were constructed. Lessee shall not, without the written consent of the Lessor, 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 Lessor has the right to terminate the lease and to require the Lessee and guests to vacate the premises in 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 guest; personal injury; instances where guests become unruly and/or there is significant threat of damage or injury to persons or property. If any of the above occurs, the rental deposit will be forfeited. Lessee waives any and all claims for damages against the Lessor. Lessor's cancellation or rescission of this lease shall not relieve the Lessee of any liabilities or obligations hereunder which shall have occurred prior to the effective date and time of cancellation or rescission. Lessor reserves the right to refuse future rental to those who violate this lease.
7. The Lessee shall not deface, injure, or mar said premises – including by the use of nails, hooks, tacks, screws, staples, any kind of tape, etc. – in any part of the building, 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.
8. **THIS IS A SMOKE-FREE FACILITY.** Deductions from the deposit will be taken for failure to observe the Smoke-free policy.
9. Premises must be left in the same condition as when rented. **Vacating time is 11:00 p.m.** Premises must be completely cleaned-up and possessions removed **Any violation of the above clause may result in the loss of the entire deposit.**

10. Payment of the deposit to the Township official and Lessee's signature on a lease agreement are required to guarantee the lease date. Lessee may cancel this agreement without penalty by written notice directed to the Lessor at least fourteen (14) days in advance of the date scheduled for Lessee's use. The Supervisor has the right to allow cancellation without charge with less than fourteen days notice in special situations where he deems such consideration is appropriate.
11. Monies placed on deposit in accordance with this agreement shall be returned in full to the Lessee upon SATISFACTORY inspection by Lessor or 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, Lessee accepts liability for the additional expenses required to return the Hall to its prior condition.
12. No provisions of this contract shall be waived or altered except by writing endorsed hereon or attached hereto and signed by the Lessor or its agents and by the Lessee or its agents. This agreement shall bind all persons working under the parties hereto in whatsoever capacity (such as caterers, subcontractors, etc.) as fully as if they were in every instance herein named. The invalidity of any particular clause, provision, or covenant here shall be and remain valid in all respects as fully as the law will permit. This lease shall not be assignable without the prior written consent of the Lessor.

Refund of Deposit: After the pavilion checklist has been completed, a refund check will be mailed to the person who wrote the deposit check. We ask that this check be **cashed within 90 days** from the date of the check. Any checks still outstanding after 90 days, will have a stop payment put on them. If a second check is cut, a **\$50 charge** will be deducted from that check to cover the costs of stopping payment on the first check.

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

Will kitchen be used at this event? Yes No

Name of Summit Resident

DEPOSIT:

Address

\$ Amount

Check #

City and Zip

Date

Agent for Twp.

Phone Number

RENTAL FEE:

Resident's Signature

\$ Amount

Check#

Date

Agent for Twp.

April 2023

Please make check payable to "Summit Township"
Mail to Kay Deanda, Summit Township Clerk, 4879 W. Deren Road Ludington, MI 49431
Or put in Drop Box located on the front of the township hall at same address

Summit Township Townhall Rental Rules and Guidelines

DECORATING – Use only masking tape to attach items to walls. Do not attach anything to the ceiling; use hooks provided. Completely remove all decorations when finished.

KITCHEN – Please use a cutting board if you are going to chop, slice, or cut. **Do not cut directly on the counters.** All trash must be bagged and placed by the front door inside of the building. Leave a fresh bag in the waste can. Monitor youngsters around the ovens and burners. Be sure everything is turned off when you leave.

TABLES AND CHAIRS – Tables, chairs, mop bucket, etc. are located in a separate room off the main room.

Please move the table racks and chair racks carefully so they don't mar doorways or floors. After use, return them to their storage location.

LEAVING THE FACILITY – Double check these things:

1. All decorations are completely removed.
2. The kitchen is clean, refrigerator and freezer are empty, and all burners and ovens are OFF.
3. All trash (including parking lot trash) has been bagged and placed inside the front door of the building.
4. All three doors are locked.
5. Tables and chairs are returned to the storage area.
6. All Township property is properly stored in the building, and all personal property has been removed.
7. Floor have been cleaned.
8. The facility is clean.
9. All lights and vent fans are OFF.
10. Report any suggestions or problems to the Township.

Deposit will be refunded after inspection if premises are left in clean, orderly condition with no loss or damage. **FAILURE TO COMPLY WITH THESE RULES MAY RESULT IN THE FORFEITURE OF ALL OR PART OF YOUR DEPOSIT.**

March 2023