**CLAM LAKE TOWNSHIP HALL**

**8809 E. M-115**

**CADILLAC, MI 49601**

**BUSINESS LEASE AGREEMENT**

**FOR CLAM LAKE TOWNSHIP RESIDENTS ONLY**

**THIS LEASE AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_20\_\_\_\_\_\_, by and between the Township of Clam Lake, a municipal corporation, hereinafter designated “Lessor,” and **Resident** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **hereinafter designated “Lessee**”. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be the responsible contact person for the Lessee. Contact phone#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Clerk or Supervisor shall represent the township and be responsible to sign the lease, collect rent and deposits in advance, and give out the key. Further, they shall be responsible to follow up with Lessee after the event within 24 hours to collect the key, inspect the facility for proper cleanup and possible damage, and refund the deposit as applicable. Keys are not to be duplicated by the Lessee.

The clerk/supervisor shall report to the Board each month concerning township hall rentals for the preceding month and shall advise the board of upcoming leases. The clerk/supervisor shall also maintain a township hall rental calendar at the township hall.

WITNESSETH:

In consideration of the covenants and conditions hereinafter contained, it is hereby

Agreed by and between the parties hereto as follows:

1. The Lessor hereby lets and leases unto the Lessee, the assembly room and associated facilities at the **Clam Lake Township Hall** located at **8809 East M-115, Cadillac, Michigan, 49601** and/or other premises described as:

2. The term of this lease shall begin on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_,

from \_\_\_\_\_\_\_ (A.M. /P.M.) to \_\_\_\_\_\_\_\_\_ (A.M. /P.M.) or such other times as described herein: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. Said premises may be used for a meeting and/or\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

And for no other purpose, without the written consent of the Lessor. Any activity that increases risks such as overloading the meeting room with people beyond capacity, overloading electrical circuits with equipment, permitting intoxicated persons on Twp. premises, is not acceptable.

4. The Lessee shall pay, in advance, a security deposit as listed in 5 below. This deposit shall be a separate check retained **to assure proper clean-up of the facility immediately after the event**, and to help offset any damages incurred as a result of this lease. Do not submit Money Orders. **Clean-up must occur immediately after this** **event and trash removed**, unless otherwise stipulated in this agreement. Refund of security deposit will be made **if in the opinion of the Lessor, satisfactory cleanup has been made, and if there are no damages**. Any damages to the facility or equipment will be reimbursed in full by Lessee to the Lessor immediately after event. Lessee may obtain a renters insurance policy at their own expense.

5. The **Resident** shall pay, in advance**, TWO separate checks** for rent and deposit, **made out to Clam Lake** **Township**, the sums listed below depending on group size(**the total number of people who come into the hall during event**), to help defray the cost of maintenance, utilities and upkeep of said premises:

a. Group size **0-25**, Rental Amt**. $50.00**, Deposit Amt. $**50.00**, Total Amt. $**100.00**

b. Group size **26-50,** Rental Amt. **$95.00**, Deposit Amt. $**95.00**, Total Amt. $**190.00**

c. Group size **51-75**, Rental Amt. **$145.00**, Deposit Amt. $**145.00**, Total Amt. $**290.00**

d. Group size **76-100**, Rental Amt. **$190.00**, Deposit Amt. $**190.00**, Total Amt. $**380.00**

e. Any unit of government or municipal entities in Wexford County may utilize the township hall for seminars, training, and meetings, subject to availability. Regardless of size, entities using the township hall pursuant to this subparagraph shall be charged under the provisions of paragraph 5a above.

f. **The maximum capacity for the hall at any one time is 100 people, according to fire code regulations. The township has 85 chairs and 18 tables for event use. Rental rate is based on the group size (the total number of people who come into the hall during the event, including open house style).**

6. The Lessee shall not assign, transfer or sublet the premises in this lease, or any part thereof.**\*Resident is responsible for filling out the lease agreement and submitting two personal checks for rental fee and deposit.**\*The rental check will be cashed after the event and the deposit check will be returned to Lessee with rental receipt via postal mail as long as the hall is clean with no damages and the event trash is completely removed and taken home by Lessee. $25 fee for trash left at hall. Please do not submit Money Orders**. The renter will reimburse the township hall for any returned check banking fees.**

7. Lessee shall be liable and responsible for all janitorial, maintenance, cleaning and setup personnel necessary to prepare the premises for the scheduled activity and to restore the facility to an equal or better condition than prior to rental, immediately following the activity.

8. Lessee is responsible to assure that the township premises remain a **smoke free**, **tobacco free**, and **alcohol free environment.**  **No alcohol shall be served or allowed to be consumed on the premises. Individuals may only smoke in their vehicles. Further, no grape or red punch shall be served because of potential damage to the carpeting.**

9. Tables, chairs, and other township equipment shall not be removed from the premises. Further, when these items are used in the hall, they shall be returned to where they were found before the event.

10. There shall be no charge for use of this facility by the Township Board or its subsidiaries, for official functions of the township.

11. At no time shall political signs be allowed on township property or within its facilities.

12. The township has the responsibility to remove snow from the township hall premises during the winter months. The lessee will be responsible for keeping snow removed from sidewalks if needed, while using the hall.

13. The Lessee agrees to conduct its activities upon the premises so as to not endanger any person lawfully thereon and to indemnify and save harmless the Lessor against any and all claims of injury to a person or property (including claims of any invitee) arising out of the activities contracted by the Lessee, its agents, members, guests, or invitees.

14. 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 shall not commit nor suffer to be committed, anything on said premises in violation of any such laws, ordinances, rules and regulations.

Amount of Rental Received \_\_\_\_\_\_\_\_\_\_\_\_\_, Amount of Deposit Received \_\_\_\_\_\_\_\_\_\_\_.

Lessee Signature(Resident)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Lessor Signature(Twp Admin) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**\_\_\_\_***Lessee Initials* - *I have received a copy of the* **Check List for Lessee To Keep**

CLAM LAKE TOWNSHIP

**8809 E. M-115**

**CADILLAC MICHIGAN 49601**

\*\***CHECK LIST FOR LESSEE TO KEEP**\*\*

1.\_\_\_\_ **NO ALCOHOL OR SMOKING in hall or on Twp. grounds**. **If you have to smoke, you must do so in your car and take any trash with you.**

**2.\_\_\_\_\_Hex key in sliding glass window in entry is to secure the front door unlocked upon**

**render it locked upon departure. Be sure to follow this procedure. If you unlock the outside door in the meeting room make sure you relock it. Be sure to close and lock all windows.**

**3.\_\_\_\_\_Thermostat in meeting room can be turned up (winter) to comfortable temp. And**

**then turned back to 60° when leaving. (In summer the thermostat is set for air so**

**you can turn down to comfortable setting).**

**4.\_\_\_\_\_No tape or push pins allowed on the walls.**  **Your deposit will be kept if damage is**

**found on the walls. Remove tape from tables if used.**

**5**.\_\_\_\_ **Please ask Clerk if you need to put chairs and tables back to the set-up for Meeting**

**Room Diagram (posted in meeting room and kitchen) after your event.**

**6.\_\_\_\_\_ Bring own garbage bags and take your garbage with you when you leave. There**

**will be a $25 charge taken out of your deposit if your garbage is left at the hall. Do not place trash in outdoor garbage bin at hall as this is for office use only.**

**7.\_\_\_\_\_The fan control switch for fans in meeting room is located in the table/chair closet.**

**Please turn off after use.**

**8.\_\_\_\_\_Vacuum the meeting room carpet and if you spill on the carpet, please wipe up the**

**spill. (The vacuum and spot remover is located the broom closet.) Sweep and mop kitchen, hall and bathroom floors.**

**9.\_\_\_\_\_During the winter season, lessee will be responsible for own shoveling of sidewalks**

**as needed.**

**10.\_\_\_\_\_If kitchen is used, make sure range and appliances and all surfaces are cleaned up**

**after event. (Check oven for spillage if used) All table supplies and tableware are**

**to be provided by lessee. Use cutting board for cutting, not the counters.**

**ABSOLUTELY NO RED COLORED PUNCH IS ALLOWED. IT STAINS THE**

**CARPETING AND DOESN’T COME OUT!**

**11.\_\_\_\_Make sure all lights are turned off upon departure. (The one hall light is always**

**on). The hallway light switch is by the main entrance door. The light switch for**

**the outside lights is in the hall by the furnace room door. Please turn off before leaving.**

**PLEASE PICK UP HALL KEY THE WEEK OF YOUR EVENT.**