



**SAUGATUCK
TOWNSHIP**
WWW.SAUGATUCKTOWNSHIP.ORG

3461 BLUE STAR HIGHWAY
P.O. BOX 100
SAUGATUCK, MI 49453

PHONE (269) 857-7721
FAX (269) 857-4542

**AGREEMENT FOR USE OF SAUGATUCK TOWNSHIP
HALL AND PROPERTY**

_____ Private Function _____ Without Alcohol _____ With Alcohol

LEASE AGREEMENT, made the month of _____ day of _____, 20 ____, by and between Saugatuck Township, a municipal corporation, hereinafter designated "Lessor" and _____, hereinafter designated "Lessee", WITNESS TO: In consideration of the covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

LESSEE:

Name: _____ Phone: (____) _____

Address: _____ Email: _____

City, State, ZIP: _____

WITNESSTH THAT:

1. Lessor in consideration of the covenants made by Lessee herein, hereby leases to Lessee for the use by said Lessee only that property of the Saugatuck Township Hall listed below, including Lessee's use of parking lot for Lessee and Lessee's guests, and only on the date's following."

Property described
as: _____
_____.

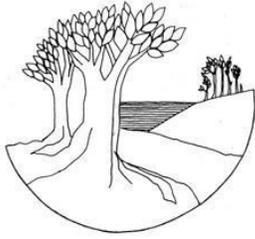
DAY/DATE: _____

TIME: _____

EVENT: _____

ESTIMATED ATTENDANCE: _____

2. **FEE:** Lessor upon payment of reservation fee of \$ 100 (rental fee) plus a security deposit of \$200, agrees to permit Lessee to have exclusive use of the property described above.



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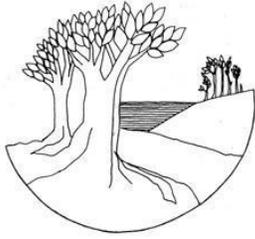
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The security deposit is refundable 2-3 weeks after the rental date, provided there is no damage done to said property.

3. **RESERVATION TERMS:** Your security deposit along with this signed agreement is due within ten (10) calendar days after making your reservation. Reservation for the following year may be made on or after the first business day in January of the current year. The balance is due no later than sixty (60) days prior to your rental date. If the balance and or fee are not received within the allotted time, the Township reserves the right to keep your security deposit and you automatically forfeit your reservation rights, and said property is opened for rental date usage.
4. **DECORATION/SET-UP:** Described property may be accessed on the day prior to event for a maximum of twelve (12) hours for no additional fee. This period is for the sole purpose of decorating or set-up for the following days event only. The use of alcohol beverage is strictly prohibited.
5. **MINIMUM AGE:** You must be eighteen (18) years of age to rent property from the Lessor and provide proper identification (i.e.: valid driver's license).
6. **HOURS OF USE:** Said property is available for use during the periods of time as described above. Any extension of that must be agreed upon in writing by all parties of this agreement.
7. **FOOD:** The Lessor or their employees are not responsible for food or drinks, which are delivered ahead of scheduled activity or left after the activity.
8. **DECORATIONS:** When decorating, only freestanding decorations may be used. Nothing is to be affixed to walls, ceiling, windows, doors, etc.
9. **CLEANUP:** The lessee is solely responsible for cleanup of said property. All trash must be bagged and removed from the property. If said property is not cleaned the Lessee will be billed time and materials and the amount will be deducted from Lessee's security deposit.
10. **SECURITY:** It shall be the Lessee's responsibility to secure and maintain security and shall be at the sole expense of Lessee.
11. **SMOKING:** Smoking is strictly prohibited on property owned by the Lessor.
12. **BUILDING CAPACITY:** The number of persons attending any function shall not exceed the capacity of the building as mandated by the State of Michigan Fire Marshall and the Saugatuck Township Fire Chief.



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13. **LEGAL:** Lessee shall comply with all the laws of the United States of America and the State of Michigan, and with all ordinances of the Lessor, and will not permit anything to be done on said property in violation thereof. If you violate any of the terms or conditions of this Agreement, the Lessor shall have the right to immediately cancel this Agreement without notice or refund, and the Lessor may pursue all of the rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including and claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of property and to indemnify and hold harmless from and against any judgment based on any such claims.

14. **CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to the Lessor for their approval, a minimum of sixty (60) calendar days prior to the rental date. No rain check or refunds will be given due to bad weather or late cancellations. Approval of this Agreement has been granted with the understanding that the Lessor reserves the right to cancel this Agreement, with or without notice, and refund all monies paid in the event said property shall become untenable because of some physical condition. If you violate any of the terms or conditions of this Agreement, the Lessor shall have the immediately this Agreement without notice or refund, and the Lessor may pursue all of the rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including and claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of property and to indemnify and hold harmless from and against any judgment based on any such claims.

15. **INSURANCE:**
Private Function: Lessee hereby acknowledges notice that Lessor is not providing Lessee for "Host Liquor Liability" coverage. If the Lessee furnishes alcoholic beverage at a private function, Lessor strongly recommends the Lessee acquire host liquor liability coverage.
Event with Alcohol: Lessee hereby acknowledges notice that Lessor is not providing "Host Liquor Liability" or "Liquor Liability" coverage whatsoever, nor is the Lessor to be considered a licensee when applying to the Michigan Liquor Control Commission (MLCC) for special liquor license. If the Lessee furnishes alcoholic beverage at the event, and persons who attend the event are charged an entry fee, or are required to purchase tickets in advance, or Lessee has cash bar, then Lessee must provide evidence they have complied with the Michigan Liquor Control Commission. It is understood and agreed the Lessee, is the licensee of the liquor bond, and shall have sole responsibility for any and all liability relating to said license. Additional Lessee shall obtain and maintain, at their sole expense, during the duration of the event general liability insurance with



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limits of liability not less than \$500,000, prior to the event. Lessee further agrees to comply with paragraph (13) above.

Event with No Alcohol: Lessee hereby acknowledges that no alcoholic beverage will be furnished by Lessee or consumed at Lessee’s event. Lessee shall submit to Lessor evidence of general liability insurance (may be from Lessee’s homeowner’s or renter’s insurance, if appropriate) showing limits of liability not less than \$500,000, prior to the event.

In any event, Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court cost, or attorney fees, arising out of Lessee’s said use of described property and to indemnify and hold said Lessor harmless from and against any judgment based upon any such claims.

16. **PERSONAL PROPERTY:** Lessor assumes no responsibility whatsoever for any property placed in or on said described property by Lessee and/or Lessee’s guest and Lessor is hereby expressly released and discharged by Lessee from any and all liability for such loss. All personal property must be removed from described property at the conclusion of the event.

17. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this Agreement shall be at the discretion of the Lessor herein.

In Witness whereby, the Saugatuck Township, a Municipal Corporation, by its duly appointed officers or agent as “Lessor” and the “Lessee” named above have caused this agreement to be signed the date and year first above written.

LESSEE: I agree to the above terms and conditions. I recognize and am fully aware that if I determine not to purchase separate “host liquor liability” or “liquor liability” insurance for this event, I may be held solely and personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event.

I DO NOT INTEND TO SERVE ALCOHOL AT THIS EVENT.

Signed: _____ Date: _____

I INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: _____ Date: _____

Lessor: _____



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Security Deposit Paid: \$ _____ Receipt Number _____ Date _____

Received By: _____

Rental Fee Paid \$ _____ Receipt Number _____ Date _____

Received By: _____

HALL RENTAL GUIDELINES

RENTER shall comply with the below listed Township Hall Rules:



NO SMOKING. RENTER understands the Hall is a non-smoking facility and shall NOT allow anyone during the use of the Hall or Township property to smoke in the banquet rooms, hallways, kitchen, bathrooms or vestibules or parking lot or anywhere on Township property. A violation of this rule will impose a fine and result in the loss of RENTER deposit. RENTER shall not allow smoking at their event and will be held responsible for all cigarette butt debris or smoking related garbage or damages from smoking activities during the use of the Hall and Township property. Dial 911 for emergency assistance to the SAUGATUCK TOWNSHIP HALL, 3461 BLUE STAR HIGHWAY, SAUGATUCK, MI 49453.

- a. Please no confetti, no tacks, tape, nails, etc. used on the walls or ceilings for decoration purposes. Please do not attempt to hang debris from the drop ceiling tiles of the Hall.
- b. Please do not attempt to move the large conference table. Upon leaving, all tables should be cleared and chairs arranged in the same manner as received. The Township vacuum cleaner is provided in the storage area for RENTER use.
- c. Upon leaving, please bag trash and transport it off site or to the garbage carts inside the Riverside Cemetery Dumpster enclosure across the street (west) at the Riverside Cemetery. Additional garbage bags are located in the kitchen area for RENTER use.
- d. Upon leaving, please don't forget RENTER personal items or party effects including beer kegs, that are to be removed from the premise.
- e. Upon leaving, all interior lights shall be turned off and secondary vestibule doors locked.
- f. Upon leaving, the kitchen exit door shall be closed, the refrigerator light turned off, door closed, and all ovens/burners turned off.
- g. RENTER shall handle any other items in disarray, which may include, but are not limited to; e.g. vomit accidents, trash inside the banquet halls or outside in parking lot, numerous decorations on premises, etc. RENTER is responsible for any and all damages to the Township Hall and/or Township property subsequent to rental activities. The TOWNSHIP shall determine rental damages and the RENTER shall fully reimburse the TOWNSHIP for repairs and/or cleaning expenses resulting from improper use of the HALL and Township property.
- h. RENTER must restore the Hall and Township property to a state prior to RENTER use. I. RENTER shall be respectful of the Saugatuck Township Hall and Township property.

FAILURE TO FOLLOW THE RULES:

RENTER is responsible for all RENTER event activities and the activities of their guests whether or not those guests are invited to the RENTER event. RENTER agrees to be held accountable for infractions of these GUIDELINES and is subject to the 100% loss of RENTER DEPOSIT and fines resulting from improper use of the Township Hall and Township property.