

BLUE LAKE TOWNSHIP
LEASE OF TOWNSHIP PROPERTY

LEASE AGREEMENT, MADE THIS _____ DAY OF _____ BY AND BETWEEN THE TOWNSHIP OF BLUE LAKE, A MUNICIPAL CORPORATION, HEREINAFTER DESIGNED " LESSOR ", AND _____, HEREINAFTER DESIGNATED AS " LESSEE "

WITNESSETH:

IN CONSIDERATION OF THE COVENANTS AND CONDITIONS HEREINAFTER CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

(1) THE LESSOR HEREBY LETS AND LEASES UNTO THE LESSEE, THE FOLLOWING DESCRIBED PREMISES OWNED BY THE TOWNSHIP, FOR THE FOLLOWING PERIOD OR PERIODS.

a) THE ASSEMBLY ROOM, KITCHEN, BATHROOM FACILITIES AT THE TOWNSHIP HALL.

b) ON THE _____ DAY OF _____
FROM _____ O'CLOCK (A.M.) (P.M.)
TO _____ O'CLOCK (A.M.) (P.M.),

(2) SAID PREMISES MAY BE USED FOR MEETING ROOM AND _____ AND FOR NO OTHER PURPOSE, WITHOUT WRITTEN CONSENT OF LESSOR.

(3) THE LESSEE SHALL PAY, IN ADVANCE, AS RENT THEREOF THE SUM OF \$ _____ .00 (A TOWNSHIP BOARD DISIGNATED AMOUT) TO HELP DEFRAY THE COST OF MAINTAINANCE, UTILITIES AND UPKEEP OF SAID PREMISES.

(4) THE LESSEE SHALL NOT ASSIGN, TRANSFER OR SUBLET THIS LEASE ON SAID PREMISES, OR ANY PART THEREOF, WITHOUT THE WRITTEN CONSENT OF THE TOWNSHIP.

(5) THE LESSOR SHALL FURNISH STAFF AND LABOR AS IN ITS JUDGMENT IS REQUIRED BY THE LESSEE'S ACTIVITIES. THESE WILL BE BILLED AT THE CURRENT RATES AND LESSEE SHALL PAY FOR THEM UPON PRESENTATION OF DETAILED INVOICE. ALL SUCH EMPLOYEES REQUIRED AND UTILIZED IN THE PRESENTATION OF THE EVENT(S) AS ABOVE DESCRIBED SHALL BE CONSIDERED EMPLOYEES OF THE LESSOR.

WHERE NO STAFF OR LABOR IS TO BE FURNISHED BY LESSOR, LESSEE SHALL BE RESPONSIBLE FOR ALL JANITORIAL, MAINTENANCE AND CLEANING PERSONNEL NECESSARY TO PREPARE THE PREMISES FOR THE SCHEDULED ACTIVITY AND NECESSARY TO RESTORE THE SAME TO AN EQUAL OR BETTER CONDITION THAN PRIOR THERETO IMMEDIATELY FOLLOWING SUCH ACTIVITY.

(6) THE LESSEE AGREES TO SO CONDUCT ITS ACTIVITIES UPON THE PREMISES SO AS NOT TO ENDANGER ANY PERSON LAWFULLY THEREON AND TO INDEMNIFY AND 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 INVITEE) ARISING OUT OF THE ACTIVITIES CONTRACTED BY THE LESSEE, ITS AGENTS, MEMBERS OR GUESTS, OR INVITIES. IF LIQUOR IS SERVED DURING LESSEE'S USE OF

THE PREMISES LESSEE SHALL PROCURE APPROPRIATE LICENSES AND INSURANCE COVERAGE INSURING THE TOWNSHIP AND FURNISH LESSOR WITH COPY OF INSURANCE CONTRACT.

(7) LESSEE SHALL COMPLY WITH ALL LAWS OF THE UNITED STATES, OF THE STATE OF MICHIGAN AND ALL ORDINANCES, RULES AND REGULATIONS OF THE TOWNSHIP, AND LESSEE WILL NOT DO, NOR SUFFER TO BE DONE ANYTHING ON SAID PREMISES IN VIOLATION OF ANY SUCH LAWS, ORDINANCES, RULES AND REGULATIONS.

(8) LESSEE AGREES TO TAKE OUT AND PAY FOR ANY PERMITS AND LICENSES REQUIRED BY ANY GOVERNMENTAL AUTHORITY AND TO PAY ANY TAX, OR TAXES, INCLUDING AMUSEMENT TAX, INCIDENTAL TO THE USE OF THE DEMISED PREMISES UNDER THIS LEASE.

(9) THE LESSOR RESERVES THE RIGHT TO EJECT FROM THE LEASED PREMISES ANY PERSON OR PERSONS DEEMED BY IT TO BE OBJECTIONABLE AND UPON EXERCISE OF THIS RIGHT BY THE LESSOR, THE LESSEE WAIVES ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE LESSOR.

(10) THE LESSEE SHALL NOT ADMIT TO SAID PREMISES A LARGER NUMBER OF PERSONS THAN CAN SAFELY AND FREELY MOVE ABOUT IN SAID AREAS AND THE DECISION OF THE LESSOR IN THIS RESPECT SHALL BE FINAL. THE LESSEE WILL PERMIT NO CHAIR OR MOVEABLE SEAT TO BE OR REMAIN IN THE PASSAGEWAYS AND WILL KEEP PASSAGEWAYS CLEAR AT ALL TIMES. NO PORTION OF THE SIDEWALKS, ENTRIES, PASSAGES, VESTIBULES, HALL, ELEVATOR OR STAIRWAYS, 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 FROM THE DEMISED PREMISES. THE DOORS, STAIRWAYS, 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 THE LESSOR WHEN NECESSARY TO PROVIDE PROPER LIGHTING EFFECTS FOR PERFORMANCES. THE WATER CLOSETS OR OTHER WATER APPARATUS 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 CONSENT OF THE LESSOR, PUT UP OR OPERATE ANY ENGINE OR MOTOR INSIDE THE PREMISES OR USE OILS, BOTTLED GAS, CAMPIIENS, KEROSENE, NAPHTHA OR GASOLINE FOR EITHER MECHANICAL OR OTHER PURPOSES.

(11) 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 DULY AUTHORIZED IN WRITING, AND BY THE PERSON SIGNING THIS AGREEMENT FOR THE LESSEE, OR SOME OTHER DULY AUTHORIZED AGENT OF LESSEE. THIS AGREEMENT SHALL BIND ALL PERSONS CLAIMING UNDER THE PARTIES HERETO IN WHATSOEVER CHARACTER OR CAPACITY, AS FULLY AS IF THEY WERE IN EVERY INSTANCE HEREIN NAMED. THE INVALIDITY OF ANY PARTICULAR CLAUSE, PROVISION OR COVENANT HEREIN SHALL NOT INVALIDATE THE **REMAINDER** OF THIS AGREEMENT, BUT THE SAME SHALL BE AND REMAIN VALID IN ALL RESPECTS AS FULLY AS THE LAW WILL PERMIT. THIS CONTRACT SHALL NOT BE ASSIGNABLE WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR.

(12) THE LESSOR SHALL HAVE THE RIGHT TO TERMINATE AND RESIND THIS CONTRACT IN ITS ENTIRETY OR IN PART AT THE OPTION OF THE LESSOR IMMEDIATELY UPON THE HAPPENING OF THE FAILURE OF THE LESSEE TO PERFORM, KEEP AND OBSERVE ANY OF THE TERMS, COVENANTS, AND CONDITIONS HEREIN CONTAINED ON THE PART OF SAID PARTY TO BE

PREFORMED, KEPT AND OBSERVED.

THE CANCELLATION OR RESCISSION OF THIS CONTRACT SHALL NOT RELIEVE THE LESSEE OF ANY LIABILITIES OR OBLIGATIONS HEREUNDER WHICH SHALL HAVE ACCRUED PRIOR TO THE EFFECTIVE DATE OF CANCELLATION OR RESCISSION.

(13) IT IS AGREED THAT LESSEE SHALL NOT INJURE NOR MAR, NOR IN ANY MANNER DEFACE SAID PREMISES, AND SHALL NOT CAUSE ANYTHING TO BE DONE WHEREBY THE SAID PREMISES SHALL BE IN ANY MANNER INJURED, MARRED OR DEFACED; AND WILL NOT DRIVE NAILS, HOOKS, TACKS OR SCREWS INTO ANY PART OF SAID BUILDING, AND WILL NOT MAKE ANY ALTERATIONS OF ANY KIND THEREIN, AND THAT LESSEE SHALL PAY FOR OR OTHERWISE MAKE GOOD, OR REPAIR, ALL DAMAGE TO THE BUILDING AND PROPERTY OF LESSOR CAUSED BY LESSEE, ITS AGENTS, EMPLOYEES, GUESTS OR INVITEES DURING THE TENURE OF THIS CONTRACT.

(14) LESSEE MAY CANCEL THIS AGREEMENT, BY WRITTEN NOTICE DIRECTED TO LESSOR AT LEAST 5 DAYS IN ADVANCE OF THE DATE SCHEDULED FOR LESSEE'S USE.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THE DAY AND DATE FIRST ABOVE WRITTEN.

WITNESSES:

LESSOR:

BLUE LAKE TOWNSHIP

WITNESSES:

LESSOR:
