

# LONG RAPIDS TOWNSHIP HALL

## LESSEE INFORMATION

HALL REQUEST FOR THE DATE OF: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_ (i.e. graduation, wedding, etc.)

PERSON RESPONSIBLE FOR HALL RENTAL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER(S): Work \_\_\_\_\_ Home \_\_\_\_\_ Cell \_\_\_\_\_

## RENTAL AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the **TOWNSHIP OF LONG RAPIDS** hereinafter "LESSOR" and \_\_\_\_\_ of \_\_\_\_\_ hereinafter "LESSEE".

**I. SELECT THE FOLLOWING AS IT APPLIES TO THE LESSEE:**  
(See the Definition section at the end of this lease.)

<input type="checkbox"/> RESIDENT HALL RENTAL	\$225.00
<input type="checkbox"/> NON-RESIDENT HALL RENTAL	\$375.00
<input type="checkbox"/> CHURCHES AND CHARITABLE ORGANIZATIONS HALL RENTAL	\$225.00
<input type="checkbox"/> SERVICE ORGANIZATIONS HALL RENTAL	\$0.00
<input type="checkbox"/> BENEFIT RENTAL	\$0.00
<input type="checkbox"/> FUNERAL RENTAL	\$100.00

**II. COSTS IN ADDITIONAL TO BASE RENTAL**

NON-REFUNDABLE CLEANING FEE	\$100.00
REFUNDABLE DAMAGE DEPOSIT	\$100.00

**III. CALCULATION OF RENT**

BASE RENTAL RATE FROM SECTION I	\$ _____
ADDITIONAL COSTS FROM SECTION II	\$200.00
TOTAL	\$ _____
GOOD FAITH DEPOSIT <i>(PAID AT THE TIME OF SIGNING THE LEASE)</i>	\$100.00
BALANCE DUE AT THE TIME OF RENTAL <i>(PAID NO LATER THAN 11:00 AM ON THE RENTAL DATE)</i>	\$ _____

The Lessee does hereby rent the **LONG RAPIDS TOWNSHIP HALL**, hereinafter “Township Hall” for the purpose/event described below:

(INSERT PURPOSE/EVENT)
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The **scheduled event**, to be held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LEASE TERMS**

**RENTAL DOWN PAYMENT:**

Lessee has paid **\$100.00** as a good faith deposit upon signing this **AGREEMENT**, which shall be applied toward the total rental amount. If your scheduled event is cancelled for any reason, the good faith deposit is **non-refundable**. Lessee agrees that the balance will be paid no later than **11:00 a.m.** the morning of the scheduled event, or upon delivery of the key to the hall, whichever first occurs. If keys are lost, you are responsible for the cost of changing locks and key replacements.

**CLEANING FEE:**

Lessee has paid **\$100.00** as a **non-refundable cleanup fee** upon signing this **AGREEMENT**. Clean up is the renter’s responsibility. The building and Township property must be restored to its original condition or a better condition for the next user. Lessees are required to complete the attached checklist upon the conclusion of the rental. Janitorial supplies will be found in the kitchen.

**DAMAGE DEPOSIT:**

Lessee has further deposited the sum of **\$100.00** as a **refundable damage deposit**. The damage deposit will be returned to Lessee after inspection by the Township and in the event, there is no damage to the hall, within **fourteen (14)** days from the date of the event.

Provided however, that the Township may retain a portion or all of the damage deposit to compensate the Township for any additional cleaning costs occasioned by the Lessee's failure to replace the chairs, remove all unconsumed food or beverages, or otherwise fail to abide by the requirements and conditions of the hall rental as detailed on the list of "Requirements and Conditions of Hall Rental" attached hereto and incorporated herein by reference.

Lessee acknowledges that he/she is responsible for any and all damage to the hall whether caused directly by Lessee, Lessee's invitees or guests, or other individuals attending the event regardless of whether the same are invitees, are present with or without Lessee's permission. Lessee further acknowledges that he/she will be financially responsible for any and all injury, loss, or other damage occasioned or arising from the scheduled event and will hold the Township harmless for any and all liability, loss, or damage, which may be casually connected to the scheduled event. Lessee further agrees, in advance, to pay any and all costs and attorneys fees incurred by the said Township in defense of any claim against the Township which is causally connected to the scheduled event or this Lease Agreement.

### **SPECIAL USAGE AND RATES:**

A. **BENEFITS:** As a service to those individual(s) who reside within the Township or an organization operating within the Township who wishes to utilize the Hall for the purposes of fundraising for a charitable event wherein all proceeds over and above expenses are designated as a contribution to a charitable cause, hereinafter "Benefit Event;" the Hall may be utilized without charge for said Benefit Event. However, the nonrefundable cleaning fee must be paid and the damage deposit of \$100.00 must be paid when the Hall is rented. Said damage deposit will be refunded after the Benefit Event takes place, provided the Hall is left in a clean, undamaged condition. Individual(s)/organization(s) wishing to utilize the Hall for a Benefit Event at no charge must seek prior approval from the Township Board. The Board reserves the right to refuse service to any group or individual.

B. **ANNIVERSARY:** As a service to those individual(s) who are domiciled in Long Rapids Township and are registered voters in the Township, the Hall may be rented one time, without charge, to celebrate a 25<sup>th</sup> or greater wedding anniversary. However, the nonrefundable cleaning fee must be paid and the damage deposit of \$100.00 must be paid when the Hall is rented. The damage deposit only will be refunded after the event, provided the Hall is left in an undamaged condition.

### **LEASE TERMINATION:**

The Hall must be vacated by 1:00 a.m. the morning following the rental date. However, Lessee may have until 12:00 noon on the day following the rental date to restore the hall to its original or a better condition for the next user, unless another event is scheduled for the day following the rental date; in that instance, the Hall must be vacated and restored to its original condition by 1:00 a.m.

### **PROPER USE:**

The Lessee agrees to keep the interior of the premises and the grounds in good order at all times during the period of rental, including but not limited to keeping the aisles between the tables clear and unrestricted access to exits.

**NOISE:**

Excessive noise from the Lessee's event is not permitted. It is the Lessee's responsibility to control the sound level of its event, including, but not limited to, sound from music and guests of the Lessee. Failure to control the noise level may result in the closing of the Lessee's event prior to the agreed upon end of the rental period.

**SMOKING:**

Township Hall is a smoke-free facility. Smoking is not permitted inside the Township Hall or within twelve feet of any entrance to Township Hall.

**LESSOR'S RIGHT TO ACCESS TO PREMISES:**

Lessor reserves the right to enter any portion of the Township Hall at any time. However, the Lessee shall not have access to the balcony area of the Township Hall all at any time.

**INDEMNIFICATION AGREEMENT:**

The Lessee agrees to defend, indemnify and hold harmless the Township of Long Rapids from any claim demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Township of Long Rapids by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss or cost of expense if caused in whole or in part by the negligence of the Lessee, or by third parties, or by the agents, servants, employees or factors of any of them.

**COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS:**

The Lessee will not engage in or allow any of its guests to engage in any illegal or unlawful activity on the premises and shall comply with all applicable laws, regulations, and ordinances and shall not use or occupy the Township Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose. The State of Michigan has set 260 as the maximum number of persons that may occupy the hall. Lessee will not allow guests to exceed this number of participants during the occupation of the lease.

**FOOD PREPARATION:**

The Long Rapids Township Hall is a licensed food establishment. However, any food preparation will require a licensed individual under the Michigan Food Law of 2000, being Act 92 of 2000. If food is to be served, Lessee should contact the local District Health Department office to determine whether a licensed food preparer is required.

**ALCOHOLIC BEVERAGES:**

A. Lessee acknowledges that the sale of alcoholic beverages, including door fees, donations or any other form of compensation of any type requires a liquor license issued by the Liquor Control Commission. Further, in the event that Lessee secures a liquor license and engages in the sale of alcoholic beverages for compensation, Lessee shall secure appropriate liquor liability insurance and list the Long Rapids Township as a loss payee under said policy.

B. The Lessee at the Lessee's sole expense shall procure and maintain bodily injury, including death and property damage insurance with a combined limit of at least one million and no/100 dollars (\$1,000,000). The insurance shall be with an "A" best-rated Company licensed to do business in this State. Such insurance shall insure, on an occurrence basis against all liability of the renter, its employees and agents arising out of or in connection with operations of the renter. The Township of Long Rapids and its elected officials, officers, board members, agents and employees shall be named as additional insured on the renter's policy. The Lessee shall provide to the Township of Long Rapids, a certificate of insurance evidencing the coverage required by this paragraph on or before the commencement date of the contract.

(See the Frequently Asked Questions Regarding a Special Liquor License following the lease.)

**ENTIRE UNDERSTANDING:**

The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Township Hall. This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

**GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of Michigan. Any action involving this agreement, including actions to enforce or for breach of this agreement must be brought in a Court of competent jurisdiction within Alpena County, Michigan.

**SEVERABILITY:**

If any provision of this Agreement is found to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect to the extent the law permits.

**EXECUTED BY THE PARTIES THE DATE FIRST ABOVE WRITTEN.**

LESSOR:

LESSEE:

\_\_\_\_\_  
Long Rapids Township  
By:

\_\_\_\_\_  
\_\_\_\_\_

**Thank you for using the Township Hall!**

## **DEFINITIONS**

Charitable Organization: a non-profit organization which was created and operated for charitable purposes; employs all its resources to those charitable activities that are under its strict control; does not distribute any part of the income generated for the benefit of any trustee, trustor, member, or private individual; and does not contribute to or associate with political organizations. For purposes of the hall rental the registered office of the organization must be within Long Rapids Township.

Charitable Purposes: purposes that center on philanthropic goals as well as social well-being educational, religious, or other activities serving the public interest or common good.

Church: a building or congregation dedicated to religious services and/or used in furtherance of religious activities without regard to domination and located in Long Rapids Township.

Benefit: An event held for the specific purpose of providing financial assistance to an individual or charitable organization by direct donations or profits derived from the administration of the event. The individual or charitable organization that is the direct recipient of the financial assistance must be domiciled or registered property owner in Long Rapids Township.

Funeral: an observance held for a deceased individual usually before burial or cremation. The hall rental fee for a funeral observance will be the rate applied to a Long Rapids Township resident, provided that the deceased at was a resident of Long Rapids Township as detailed on the Death Certificate issued. In all other cases the rate will be as provided for non-residents.

Resident: a person who is domiciled and votes in Long Rapids Township.

Service Organizations: nonprofit organizations formed to provide community service or youth educational opportunities such as the Boy Scouts, Girl Scouts or 4-H organizations.

Non-resident: a person who is neither domiciled nor registered to vote in Long Rapids Township.

Weddings and Showers: A wedding or shower is defined as an event held at the Long Rapids Township Hall in celebration of a marriage or birth of a child. For purposes of weddings or showers only, Long Rapids Township will consider the bride, groom, or the parents of the bride or groom to be residents as herein defined, and therefore eligible for a residency rental rate.

## ***FREQUENTLY ASKED QUESTIONS REGARDING A SPECIAL LIQUOR LICENSE:***

The following are frequently asked questions concerning the necessity for a special liquor license. Lessee should contact local law enforcement, the Liquor Control Commission for the State of Michigan, or the Prosecuting Attorney for Alpena County to answer any specific questions concerning the necessity for a special liquor license.

**Q.** What does a Special License allow?

**A.** A Special License is a contract between the Commission and the special licensee (only a nonprofit organization) granting authority to sell beer, wine, mixed spirit drink, or spirits at retail for consumption on the premises only for a limited period of time. A Special License is good for one day. An organization can obtain up to five (5) Special Licenses per year. All profits derived from the sale of alcoholic liquor must go to the organization itself and not to any individual.

**NOTE:** Local law enforcement approval is required for a Special License – and the Commission requires at least ten (10) working days to process the application.

**Q.** Does someone need, or can they get a “temporary” liquor license (Special License) for a private affair at a banquet hall?

**A.** The only type of temporary license available is for bona fide nonprofit organizations such as Veterans of Foreign Wars, Knights of Columbus, etc. Normally if someone is having a function at a banquet hall, such as a wedding reception, and the host and/or guests are supplying the food and alcoholic beverages and there are no charges of any kind including any entry fee or donation, no type of liquor license is available or required. It is, however, recommended that those who contemplate such an activity contact the local law enforcement agency or prosecuting attorney for any additional information, since they have jurisdiction in such matters.

## **SCHEDULE A**

All Township Hall users shall ensure the following checklist is completed by 12:00 noon the following day, unless an event is scheduled for the next day; in that instance, the checklist must be completed by 1:00 a.m. on the morning following the rental date.

1. Remove all decorations, food, drink and trash from inside and outside the Township Hall.
2. Wipe any spills from floors, walls and windows.
3. Wipe down all tables and chairs.
4. Tables need to be stacked on the trolleys and placed back in the position they were found upon arrival. Tables located in the basement stay set-up but must be returned to the position they were found upon arrival.
5. Chairs need to be stacked on the chair trolleys and put back in the position they were found upon arrival.
6. Clean out both refrigerators and take your food home.
7. All garbage must be removed and set out by the garbage dumpster located behind the hall.
8. Put new garbage bags in garbage cans.
9. Make sure all trash and any cigarette butts are picked up outside.
10. Sweep all floors and mop if necessary.
11. Wipe down counters, stove, microwave and sink.
12. Make sure all lights are out (inside and outside) and the all doors are locked.
13. Return the key.

**If you have any questions or problems, please call  
Custodian Spaulding at 989-379-2789.**