

RENTAL AGREEMENT

Crockery Township agrees to rent and the Tenant agrees to hire, the following described portion of the Township Hall/Recreational Facility located at 17431 112th Ave.-Nunica, Michigan 49448, for the period and on the terms, all as set forth below:

TENANT (GROUP NAME) _____

BOOKING PARTY _____

ADDRESS _____ PHONE _____

TYPE OF USE _____ TIME IN _____ TIME OUT _____

DATE OF USE _____ ROOMS HIRED _____

CHARGES

ROOM(S) CHARGE	\$ _____
SECURITY (DAMAGE) DEPOSIT	
ALCOHOL \$150.00 NON-ALCOHOL \$75.00	\$ _____
TOTAL CHARGES	\$ _____
LESS RESERVATION DEPOSIT	\$ _____
BALANCE DUE ON RENTAL DATE TWO (2) WEEKS BEFORE PARTY	\$ _____

<u>BUILDING CAPACITY:</u>	<u>Tables & Chairs</u>	<u>Chairs</u>	<u>Standing</u>
All Purpose Room:	88	189	440
Gym:	160	343	800

FURTHER TERMS OF RENTAL AGREEMENT

1. The reservation deposit of 50% of the Total Rental charge must be paid at the time this agreement is signed.
2. The balance of the rental charge must be paid in full to the Township Hall/Recreational Facility no later than ten (10) working days before the rental date.
3. The reservation deposit is non-refundable and will be forfeited if the facilities are not used or if the tenant cancels less than ten (10) working days before it is to be used.
4. Tenant agrees to pick up at the end of the use and to leave premises in good conditions as at the beginning to the use. Tenant agrees to repair at Tenant expense, all damages caused by Tenant or the guests or the invites of Tenant.
5. Upon failure of Tenant to repair damages or to otherwise comply with the terms of the Agreement, the security deposit may be applied to the satisfaction of such obligations
6. Tenant agrees to comply with all local fire safety regulations and all other applicable laws and regulations.
7. No smoking is allowed. This is a no smoking facility.
8. In the event that the premises are not available for Tenant’s use due to fire or other cause beyond the control of the Township, the Township’s sole responsibility hereunder shall be to return the deposits.
9. No cats, dogs, or other animals allowed in the building and No skates of any kind allowed in the building.
10. Tenant agrees to comply with such reasonable rules pertaining to the use of the facilities as are posted by the Township.

11. Tenant must comply with laws relative to serving of alcoholic beverages. Tenant shall not serve any alcoholic beverage when a charge is made therefore, whether direct or indirect, or in any other circumstances when a license is required under Michigan Law, unless Tenant shall have obtained the required license and exhibit the same. The Tenant warranty represents that alcohol (will/will not) be permitted on the premises. If alcohol will be permitted, the Tenant must obtain and maintain in full force general liability and property damage insurance will coverage not less that One Million Dollars (\$1,000,000). The Tenant shall provide the Township with a certificate of insurance showing both the Township and the Tenant as insured parties and evidencing that the insurance shall remain in effect during the term of this Agreement.
12. The Tenant hereby completely releases and discharges the Township, its officers, employees, agents, successors and assigns all claims, demands, obligations, actions, causes of actions, damages, costs, charges, expenses, compensation, or liabilities of every kind and nature, whether known or unknown, bases on tort, contract or other theory of recovery which the Tenant or Tenant's guests and invites may have against the Township, its officers, employees, agents successors and assigns, rising out any injury to persons or damage to property in, on, or about the premises caused by the Tenant, Tenant's guests or invites or the acts of omissions of the Township, its officers, employees, agents, successors, and assigns or for any other reason during the term of this Agreement.

THIS RELEASE IS INTENDED BY THE PARTIES TO RELEASE THE TOWNSHIP, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY LIABILITY OR WHATEVER NATURE. THE TENANT UNDERSTANDS AND ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH CONSTITUTES A RELEASE OF ALL CLAIMS AND ASSUMES FULL RESPONSIBILITY FOR ANY LIABILITY THAT MAY RESULT FROM THE RENTAL OF THE PREMISES PURSUANT TO THE TERMS OF THIS AGREEMENT. _____

13. The Tenant agrees to indemnify, defend and hold the Township, its officers, employees, agents, successors and assigns harmless from any liability, loss, damage, cost or expense (including attorney's fees) incurred in connection with all claims, demands, obligations, actions, causes, of action, damages, cost, charges, expenses, compensation or liabilities of any kind and nature, whether known or unknown, based on tort, contract, or other theory of recovery which any person may have against the Township, its officers, employees, successors, and assigns, or for any other reason during the term of this Agreement.
14. The parties represent that they have completely read and understood the term of the Agreement and have voluntarily executed the Agreement after an adequate opportunity to review it with their respective counsel.
15. This Agreement shall be constructed and interpreted in accordance with the laws of the State of Michigan.
16. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors, and assigns.
17. This Agreement contains the entire agreement of the parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, The parties have executed this Agreement as of the day, month and year first written above.

TOWNSHIP OF CROCKERY

BY: _____

TENANT: _____