

# KIWANIS PARK LEASE AGREEMENT

THIS LEASE AGREEMENT IS MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, by and between Frenchtown Charter Township, a Michigan Municipal Corporation, hereinafter referred to as ("Township") and the undersigned; hereinafter referred to as ("Tenant").

In consideration of the covenants and conditions contained in this Lease Agreement, the parties agree as follows:

1. The Township hereby leases to Tenant, the Building located at Frenchtown Kiwanis Park at 2755 Nadeau Road, Monroe, Michigan from 10:00 AM to 10:00 PM, (the "Leased Premises" or the "Building") on \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ ("date of occupancy"). The Leased Premises shall specifically exclude the use of ball fields or other parts of Frenchtown Kiwanis Park, the use of which is open to the public, including Tenant.

2. The Leased Premises may be used for recreation purposes only and for no other purpose without the written consent of the Township.

3. The Tenant shall pay the sum of \$200.00 in advance as rent for the Leased Premises in order to defray the cost of maintenance, utilities and upkeep of the Building. A housekeeping deposit of \$100.00 shall be made in advance with said deposit to be refunded, if after inspection the Building is found to be in clean condition and proper order. If the Building is not left in proper order and in a clean condition, the deposit will not be refunded but rather will be used to defray the cost of clean up of the Leased Premises. Please allow at least one month subsequent to date of occupancy for receipt of refund of deposit.

4. Ball fields may also be reserved for \$25.00 per field. This fee does not include preparing the field or chalking of the foul lines. Ball fields can only be rented in conjunction with Kiwanis Park Hall rental and cannot be rented separately. **Initials** \_\_\_\_\_.

5. Tenant shall keep premises in a neat and orderly condition and free of rubbish and debris, which shall be picked up and removed **by tenant** from the premises immediately following any occupancy.

6. Tenant agrees to conduct its activities upon the premises so as not to endanger any property or person lawfully thereon. Tenant shall ensure that no alcohol of any kind is served to minors.

7. Tenant shall be liable and responsible for any and all damage or injury to said premises or any person or property thereon during the period of occupancy hereunder, and shall reimburse, indemnify and hold the Township harmless against any and all claims for injury to person or property (including claims of employees of Tenant or any contractor, subcontractor, or invitee) arising out of the activities of Tenant, its agents, members, guests, or invitees.

8. Tenant shall obtain a policy of insurance commonly known as "Host Liquor Liability and/or Host Liability Insurance" which would provide coverage for damages and injuries arising out of Tenant's occupancy and use of the Leased Premises and provision of alcoholic beverages on the date of occupancy. The certificate shall name Frenchtown Charter Township, its Board Members, employees, and agents as additional insureds. A copy of the certificate of insurance shall be provided to the Township Clerk prior to the securing the key for the Building.

9. Should the date of occupancy by Tenant conflict with any necessary public Township business requiring the use of the Leased Premises, Tenant agrees to the cancellation of this Lease by the Township.

10. The key to the Building must be picked up by 3:00 PM from the Clerk's Office at the Township Hall the Friday before the date of occupancy.

11. The key must be deposited in the key return box by the door exiting the hall. Tenant will be notified by telephone or letter if any or all of the deposit is to be forfeited.

12. In order to comply with the Fire Department and Health Department Regulations, OCCUPANCY IS LIMITED TO PARTIES OF 90 OR LESS.

13. Tenant shall not assign, transfer, or sublet this Lease, or any part thereof, without the written consent of the Township.

14. REFUND POLICY – Tenant must cancel within seven (7) working days of date of signed agreement to receive a full refund minus a \$25.00 processing fee. If tenant cancels after seven (7) working days, no refund will be given. **Initials** \_\_\_\_\_.

The parties have executed the Agreement on the date set forth above.

FRENCHTOWN CHARTER TOWNSHIP

TENANT

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed

SIGNED IN THE PRESENCE OF

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY/STATE \_\_\_\_\_

PHONE NO. \_\_\_\_\_

Hall Rent \$200.00 plus \$100.00 Deposit \_\_\_\_\_

Ball Field #1 Rent - \$25.00 \_\_\_\_\_

Ball Field #2 Rent - \$25.00 \_\_\_\_\_

Total Amount Paid \_\_\_\_\_

Receipt No. \_\_\_\_\_