



## Elk Township - Lake County, Michigan

Mailing Address: P.O. Box 298 - Irons, MI 49644

Located at: 8966 N. Bass Lake Rd., Irons, MI

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### Elk Township Hall and Facility Lease Agreement

LEASE AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Township of \_\_\_\_\_, a municipal corporation, hereinafter designated "Lessor," and \_\_\_\_\_, hereinafter designated "Lessee,"

WITNESSETH: In consideration of the covenants and conditions hereinafter contained, it is hereby agreed by and between the parties hereto 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 at the township hall. Other \_\_\_\_\_.

b. On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_ o'clock (a.m.) (p.m.) to \_\_\_\_\_ o'clock (a.m.) (p.m.). Other \_\_\_\_\_.

2. Said premises may be used for meeting room and \_\_\_\_\_ and for no other purpose, without the written consent of the Lessor.

3. Check one:

☐ The **NON-RESIDENT** Lessee shall pay, in advance, as rent and deposit thereof, the sum of **\$120** to help defray the cost of maintenance, utilities and upkeep of said premises. \$60 of that fee (deposit) will be refunded upon verification that the facility was properly cared for and cleaned as require in the hall rental rules. (\$\_\_\_\_\_ on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.)

☐ The **RESIDENT** Lessee shall pay, in advance, as deposit thereof, the sum of \$60. The full deposit will be returned after verification that proper care and cleaning is performed by all approved users as required in the hall rental rules. (\$\_\_\_\_\_ on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.)

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. Because no staff or labor is to be furnished by Lessor, Lessee shall be liable and 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.

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6. The lessee agrees to 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 person 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 invitees. If liquor is serviced 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 government authority and to pay any tax, or taxes, including amusement tax, incidental to the use of the demised premises under this lease. If the Lessee desires to serve, furnish or sell Alcoholic Beverages, the Lessee must acquire a permit to do so from the State of Michigan and acquire a Liquor Liability policy with a minimum \$1,000,000.00 (One million dollars) in coverage naming Elk Township as an additional insured.

9. 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.

Signed: \_\_\_\_\_  
Elk Township Clerk (Lessor)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Lessee)

Telephone#: \_\_\_\_\_  
(Lessee)

Date: \_\_\_\_\_