

AGREEMENT FOR USE OF THE KASSON TOWNSHIP HALL

ALCHOL OR DRUGS OF ANY KIND ARE STRICTLY PROHIBITED

LEASE AGREEMENT, made this ___ day of _____ 20___, by and between the Township of Kasson, a municipal corporation, hereinafter designated "Township" and _____, hereafter designated "Lessee" WITNESS TO: In consideration of the covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

LESSEE:

Name: _____ Phone: (____) _____
Address: _____ Email _____
City, State, Zip: _____

WITNESSTH THAT:

⑩ Lessor in consideration of the covenants made by Lessee herein, hereby leases to Lessee for the use by said Lessee of the Kasson Township Hall including Lessee's use of the parking lot for Lessee and Lessee's guests and only on the dates listed below:

DAY/DATE _____
TIME – FROM _____ TO _____
EVENT _____
ESTIMATED ATTENDANCE _____

⑩ FEE: Lessor upon payment of rental fee of \$_____ plus security deposit of \$100.00 agrees to permit Lessee to have exclusive use of the Hall. The security deposit is refundable provided there is no damage done to the Hall and or property.

⑩ RESERVATION TERMS: Your security deposit along with this signed agreement is due within ten (10) days after making your reservation. If the balance and/or fee are not received within the allotted time, the Kasson Township Board reserves the right to keep your security deposit and you automatically forfeit your reservation rights and the Hall is opened for rental usage.

⑩ DECORATION/SET-UP: The Hall may be utilized on the day prior to the event for a maximum of four (4) hours for the purpose of decorating or set-up for the following day's event after notifying the Township.

⑩ MINIMUM AGE: You must be eighteen (18) years of age to rent the Hall from Kasson Township and provide proper identification (i.e.: - valid driver's license). Lessee shall not assign, transfer or sublet this lease on said premises, or any part thereof, without written consent of the Township.

⑩ HOURS OF USE: Said property is available for use during the periods of time as described above. Any extension of that must be agreed upon by all parties of this agreement.

- ⑩ **FOOD:** The Township is not responsible for food which is delivered ahead of the scheduled activity or left after the activity.
- ⑩ **CLEANUP:** The Lessee is solely responsible for cleanup of the Hall and property. All trash must be removed from the premises by the Lessee. If said property is not cleaned, the Lessee will be billed time and materials and the amount will be deducted from Lessee's security deposit.
- ⑩ **SECURITY:** It shall be the Lessee's responsibility to secure and maintain security and shall be at the sole expense of Lessee.
- ⑩ **SMOKING, PHONE CALLS, DAMAGE OR INJURY:** Smoking is strictly prohibited inside the Township Hall. Lessee shall be liable and responsible for all long distance phone calls, and all damage or injury to said premises or any person or property thereon during the period of occupancy thereunder, and shall reimburse, indemnify and save the Township fully harmless therefrom.
- ⑩ **CANCELLATION FOR TOWNSHIP BUSINESS:** Should any of the foregoing dates of occupancy by Lessee conflict with any necessary Public Township business requiring the use of said premises, Lessee agrees to a cancellation of said lease for said date or dates by the Township.
- ⑩ **BUILDING CAPACITY:** 75 Persons
- ⑩ **LEGAL:** Lessee shall comply with all the laws of the United States of America and the state of Michigan, and with all ordinances of Kasson Township in its use, and will not permit anything to be done on said property in violation thereof. If you violate any of the terms or conditions of this Agreement, the Kasson Township Board shall have the right to immediately cancel this Agreement without notice or refund, and the Kasson Township Board may pursue all of the rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including and claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of property and to indemnify and hold harmless from and against any judgment based on any such claims.
- ⑩ **CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to the Kasson Township Board for their approval. No rain check or refunds will be given due to bad weather or late cancellations. Approval of this Agreement has been granted with the understanding that Kasson Township reserves the right to cancel this Agreement, with or without notice, and refund all monies paid in the event said property shall become untenable because of some physical condition. If you violate any of the terms or conditions of this Agreement, the Kasson Township Board shall cancel this Agreement without notice or refund, and the Kasson Township Board may pursue all of the rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of property and to indemnify and hold harmless from and against any judgment based on any such claims.
- ⑩ **PERSONAL PROPERTY:** Lessor assumes no responsibility whatsoever for any property placed in or on said described property by Lessee and/or Lessee's guest and Lessor is hereby expressly released and discharged by Lessee from any and all liability for such loss. All personal property must be removed from described property at the conclusion of the event.

⑩ RIGHT OF REFUSAL: Any matters not covered by said rules and regulations in this Agreement shall be at the discretion of the Kasson Township Board, Lessor herein.

In Witness whereby, the Kasson Township Board, a Municipal Corporation, by its duly appointed officers or agent as Lessor and the Lessee named above have caused this Agreement to be signed the date and year first above written.

LESSEE: I agree to the above terms and conditions. I also understand I will be held solely and personally liable for damages or injuries that may result if alcoholic beverages or drugs of any kind are furnished at this event.

Lessee: _____ Date _____

Lessor: _____ Date _____

Security Deposit Paid: \$ _____ Date: _____

Received By: _____

Rental Fee Paid \$ _____ Date: _____

Received By: _____