

**Custer Township
P. O. Box 505
Mancelona, MI 49659
(231)587-5446**

DATE:

NAME OF PERSON:

ADDRESS:

PHONE:

PREMISES INCLUDED: RECEPTION HALL, KITCHEN, RESTROOMS

DATE & TIME:

PURPOSE:

DEPOSIT FEE PAID BY:

RENTAL FEE PAID BY:

SIGNATURE OF RESPONSIBLE PARTY:

AUTHORIZATION: Renee Elder, Custer Township Treasurer

FOR EMERGENCY OR QUESTIONS CONTACT

Renee Elder, Treasurer (231)587-5446

HALL RENTAL FORM A

**Between the Township of Custer and _____
Regarding the rental for personal use of the Custer Township Hall, kitchen and restroom
located at 2949 Alden Hwy., Mancelona, MI.**

- A. Lessor shall not be liable for any personal injury or property damage occurring on or to the demised premises or to any persons thereon resulting from (1) a loss of property by theft or burglary, (2) accidental damage to person or property on or about the premises from use of any utility on the premises, (3) any damage caused by action of the natural elements, or (4) damage or injury resulting from the conduct of the employees or lessee, whether negligent or otherwise. Lessee shall not make any claim against lessor for any loss or damage described herein.**

- B. Lessee shall be responsible for the application of insurance proceeds, if any to the repair or replacement of the premises or property thereon necessitated by any damages caused by the above circumstances, and if the injury was not insured against, lessee shall repair the demised premises or replace or repair property thereon as the sole experience of lessee.**

- C. Lessor shall not be liable in any manner for any loss, injury, or damage incurred by lessee from acts of theft, burglary, or vandalism committed by either identified or unidentified parties.**

- D. Lessor shall not be liable to lessee, or the agents, employees, customers, patrons, visitors, or guests of lessee for any injury or death occurring in or about the demised premises or the sidewalks or alleys adjoining the premises, and lessee shall indemnify lessor against all claims by any agents, employees, customers, patrons, visitors or guests of lessee.**

- E. Lessor shall be liable for loss, damage, or injury resulting from structural defects of the building on the demised premises if the structural effects are not caused by the negligence of lessee, and lessee shall not be obligated to indemnify lessor with respect thereto: Renee Elder, Treasurer, Custer Township, Antrim County, MI.**

APPLICANT SIGNATURE

INSURANCE

The Tenant shall provide, at its sole expense, liability insurance, including property damage with a \$ 1,000,000.00 minimum limit and name Custer Township as additional insured. In the event that liability insurance coverage is not provided, Tenant will be asked to leave if alcohol is found at the Custer Township Hall and the rental deposit will not be refunded.

Renter initials _____

INDEMNITY BY TENANT

Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use (including the serving and consumption of alcoholic beverages) by the Tenant of the Leased Premises or any part of Landlord’s property, occasional wholly or in part by any act or omission of Tenant, its agents, contractors or employees.

DURATION AND TERMS

This agreement and Lease shall be in effect from the ___ day of _____ at ___ until the ___ day of _____ at ___ in consideration of rental in the amount of _____ to be paid by the Tenant to the Landlord prior to occupancy.

Premises and parking lot are to be vacated by 12:00 a.m. Renters using the hall for any events other than on Saturday will be charged an extra \$100.00 per day.

There are no other obligations incident to the use of the demised premises.

HOLD HARMLESS CLAUSE

“To the fullest extent permitted by law, _____ agrees to defend, pay on behalf of and hold harmless the Township of Custer, against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the Township of Custer, its elected officials, employees, volunteers or all others working on behalf of the Township of Custer, by reason of personal injury, including bodily injury and death: and/or property damage, including loss of use thereof, which arises out of the alleged negligence of and/or in any way connected or associated with this contract.”

APPLICANT SIGNATURE

**Custer Township Reception Hall
Rental Rules and Fees**

Reception hall, kitchen and restrooms are considered as a unit.

| <u>Friday Evening to Sunday Morning</u> | <u>All Day Saturday</u> | <u>8 hour Saturday</u> |
|---|-------------------------|------------------------|
| \$250.00 Deposit | \$150.00 Deposit | \$150.00 Deposit |
| \$325.00 Rent | \$225.00 Rent | \$125.00 Rent |

FEES ARE SUBJECT TO CHANGE UPON ACTION BY THE TOWNSHIP BOARD.

Deposit must be made when making reservations. A cancellation of reservations must be made at least 15 days in advance of the reservations, or the deposit will be considered forfeited. Lessee will make arrangements with the township treasurer regarding key pickup no later than 3 days prior to the rental. Key may be left in the kitchen on completion of the clean-up. Exterior hall doors must be kept closed at all times and not propped open other than for loading and unloading party supplies.

Building must be cleaned on the same day as the event, or the deposit refund will be considered payment for additional time.

There will be a designated person responsible for the building at each event. That person will be present at the inspection of the building if the township inspector deems it necessary.

RENTER is responsible for any and all damages, costs of repair, and/or replacement of all equipment during the rental period.

NO STAPLES/NAILS ON ANY OF THE WALLS OR TABLES – PAINTERS TAPE ONLY. ANY COST FOR DAMAGE TO SAID PROPERTY WILL BE THE RESPONSIBILITY OF THE RENTERS. SMOKING IS PROHIBITED WITHIN THE TOWNSHIP HALL.

Renter initials_____

DEPOSITS: will be returned only on the satisfactory inspection and approval of a Township board member. Refund checks will be issued following the Township Board meeting which is held on the second Tuesday of the month, after use of the facility.

Renter initials_____

HALL RENTAL FORM B

Agreement and Lease made this __ day of _____, by and between Custer Township, hereinafter called "Landlord" and _____, hereinafter called "Tenant".

Whereas, the "Landlord" owns a parcel of land or facility and whereas the Tenant is desirous of leasing said parcel of land or facility the Landlord is willing to lease said property to said Tenant. Now, therefore, the parties agree as follows:

LEASED PREMISES

The Landlord hereby demises and leases unto the Tenant the following described parcel of land/facility located at 2949 Alden Hwy., Mancelona, MI described as follows: Custer Township Hall consisting of the hall, kitchen and restrooms.

To be used by the Tenant

For:

UNLAWFUL, IMPROPER OR OFFENSIVE USE

The Tenant shall not make nor allow to be made by any unlawful, improper or offensive use of the demised premises.

NUISANCE

The Tenant shall be responsible and shall pay all damages and charges to the Landlord or any others for any nuisance made or suffered during said term on the demised premises or way bordering thereon resulting from the activities of the Tenant.

Renter initials_____

HALL RENTAL FORM C

CUSTER TOWNSHIP, 2949 ALDEN HWY, MANCELONA, MI 49659

DATE:

PERSON/ORGANIZATION APPLYING:

ADDRESS:

PHONE:

TO BE USED FOR:

DATE TO BE USED:

DEPOSIT:

RENTAL:

Make check payable to: Custer Township. Forms must be signed by the applicant only and any payment deemed refundable will be mailed to the applicant.

THE RENTER AGREES:

- 1. Not to bring or consume alcoholic beverages on the premises unless noted when reserving hall and appropriate procedures are followed.**
- 2. To clean the premises and place all refuse in containers provided by the Township, this includes removing all decorations and all leftover food.**
- 3. To reimburse the Township of Custer for any damages to premises, building and equipment.**
- 4. Rental fee is for use only the Township Hall, kitchen and restrooms, the pavilion is open to the public.**
- 5. To accept the premises in its present condition and return it in like condition.**
- 6. The undersigned applicant agrees to indemnify the Township of Custer and its members or agents against all liability to persons or property on the premises.**
- 7. To vacate the premises at the scheduled times.**
- 8. No personal property shall be on the premises other than during the rental period.**
- 9. Check the building and make sure all lights and ceiling fans are turned off. The bathroom lights and vent fans are sensor controlled and will turn off automatically.**
- 10. The thermostat must be returned to 60 degrees Fahrenheit, if changed.**
- 11. All windows must be closed and locked and all doors must be locked.**
- 12. Smoking is prohibited within the township hall and on the premises.**
- 13. Not to attach poster or signs to the premises unless using painters tape. Staples, nails, and tape -except painters' tape – is prohibited.**
- 14. Please leave the table and chairs that are used set up in the township hall.**
- 15. Failure to comply with the above conditions will result in forfeiture of deposit.**
- 16. The rental key shall be left in the kitchen upon completion of the clean-up. The exterior doors must be kept closed at all times and not propped open other than for loading and unloading party supplies.**

The township hall will be inspected after rental by a Township board member and the lessee will be notified within 7 days if any damage is discovered.

Deposits will be returned after the satisfactory inspection and approval of the Township Board following the first board meeting after the rental.

APPLICANT SIGNATURE _____