

MIKADO TOWNSHIP CIVIC CENTER RENTAL AGREEMENT

IT IS HEREBY AGREED by and between (Name) _____
(Address) _____ (City) _____ (Zip) _____ (Phone) _____
hereafter called the Lessee, and the Mikado Township Board (Lessor), that the Lessee shall rent the MAIN ROOM or CONFERENCE ROOM for the following day(s): _____ for the Rental Fee of \$375.00 (Wedding Reception) 8 hour rental (Memorial/shower) \$150.00, Conference Room (small party/meeting) \$60.00 and Returnable Security Deposit Fee of \$100.00.

1. **WITNESSTH THAT:** Lessor in consideration of the covenants made by Lessee herein, hereby leases to Lessee for the use of said Lessee only that property of the Mikado Civic Center, including Lessor's use of parking lot for Lessee and Lessee's guest and on the dates indicated above this paragraph.
2. **FEE:** Lessor upon payment of Rental Fee of \$375.00 plus a Security Deposit of \$100.00 agrees to permit Lessee to have exclusive use of the property described above.
3. **RESERVATION TERMS:** A Security Deposit of \$100.00 is required before any rental date *is confirmed*. Non-confirmed dates are on a first-come, first-serve basis. The Rental Fee of \$375.00 must be paid no later than one-(1)-week before the scheduled rental date. Security Deposits are approved at Township Board meetings held on the third Tuesday of each month and refunds are mailed the next day. Deposit refunds will only be issued to the person who signs the Rental Agreement. When mailing the Security Deposit and/or Rental Fee, the check/money order is to be written out to “**Mikado Township Treasurer**”.
4. **DECORATION/SET-UP:** Lessee will be allowed to decorate no earlier than 4:30 p.m. on the Friday before the rental date after the hall briefing.
5. **MINIMUM AGE:** Lessee must be eighteen (18) years of age to rent the Mikado Civic Center and must provide proper identification.
6. **HOURS OF USE:** Said property is available for use beginning on Friday at 4:30 p.m. and ending on Sunday at 11:00 a.m. Lessee is to shut off lights in restrooms, hall, hallway, kitchen and janitor rooms and all other lights that are in use. Day time rentals are for that day only for eight (8) hours.
7. **FOOD:** If Lessee is utilizing the services of a caterer, the caterer is required to provide a copy of their Catering License or a copy of their SERV Safe Certificate.
8. **DECORATIONS:** Only freestanding decorations may be used. Nothing is to be affixed to walls, ceilings, windows, doors, etc. Painters tape only can be used on the tables.
9. **CLEAN-UP:** Lessee is required to mop up any liquid spills during their rental time. Boxes placed in the dumpster will be flattened. Dumpster must remain locked at all times. Lessee needs to take all of their belonging, empty garbage containers and put tables and chairs back to their original location. Lessee is required to pick-up any outside debris and cigarettes from the event.
10. **SECURITY:** It shall be the Lessee's responsibility to secure and maintain security at the sole expense of the Lessee. Lessee will inspect, prior to leaving building, that all doors are locked.
11. **SMOKING:** Smoking is strictly prohibited inside property owned by Mikado Township. Smokers are to use the outside smoking containers and must be 10 feet away from all doors.
12. **LEGAL:** Lessee shall comply with all the laws of the United States of America and the State of Michigan, and with all ordinances of the Mikado 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 Mikado Township shall have exclusive right to immediately void this Agreement without notice or refund, and the Mikado Township 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.
13. **CANCELLATION:** It is Mikado Township's policy for a cancellation of a Mikado Civic Center Rental is that notice must be received in writing, thirty – (30) – days prior to the rental date for refund of deposit.

Cancellation Refunds are approved at the Township Board meeting held on the second Monday of each month and are mailed the next day.

14: INSURANCE: Private Function: Lessee hereby acknowledges notice that Lessor is not providing Lessee with "Host Liquor Liability" or "Liquor Liability" coverage. If the Lessee furnishes alcoholic beverages at a private function, Mikado Township strongly recommends the Lessee acquire appropriate liquor liability coverage. Lessee shall submit to Lessor evidence of general liability insurance (may be from Lessee's homeowner's or renter's insurance, if appropriate) showing limits of liability not less than \$500,000.00, prior to the event. Noting stated in paragraph 12.

Event with Alcohol: Lessee hereby acknowledges notice that Lessor is not providing "Host Liquor Liability" or "Liquor Liability" coverage whatsoever, nor is the Lessor to be considered a licensee when applying to the Michigan Liquor Control Commission (MLCC) for a special liquor license. If the Lessee furnishes alcoholic beverage at the event, and persons who attend the event are charged an entry fee, or are required to purchase tickets in advance, or Lessee has cash bar, then Lessee must provide evidence that they have complied with the Michigan Liquor Control Commission. It is understood and agreed the Lessee is the licensee of the liquor bond and shall have sole responsibility for any and all liability relating to said license. Additional Lessee shall obtain and maintain, at their sole expense, during the duration of the event general liability insurance with limits of liability not less than \$500,000.00 prior to the event. Lessee further agrees to comply with paragraph (12) above.

Event with No Alcohol: Lessee hereby acknowledges that no alcoholic beverages will be furnished by Lessee or consumed at Lessee's event. Lessee shall submit to Lessor evidence of general liability insurance (may be from Lessee's homeowner's or renter's insurance, if appropriate) showing limits of liability not less than \$500,000.00, prior to the event.

15. 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.

16. MAIL: All required copies, certificates, Security Deposit, Rental Fee and any other correspondence are to be mailed to: Mikado Township, P.O. Box 60, Mikado, MI 48745-0060.

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

In Witness whereby, the Mikado Township, 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 recognize and am fully aware that if I determine not to purchase separate "Host Liquor Liability" or "Liquor Liability" insurance for this event, I may be held solely and personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event.

I DO NOT INTEND TO SERVE ALCOHOL AT THIS EVENT. Yes No (Circle one)

Signed: _____ Date: _____

I INTEND TO SERVE ALCOHOL AT THIS EVENT. Yes No (Circle one)

Signed: _____ Date: _____

***** For Office Use Only *****

Date Deposit Paid Receipt Number Amount Paid Received by Signature

Date Rental Fee Paid Receipt Number Amount Paid Received by Signature