

TOWNSHIP OF MITCHELL

BUILDING USE AGREEMENT

Date (days) of Function _____ Hours _____

Name of Group or Person _____

Purpose (Type of Function) _____

Name of Contact Person _____

PROVIDED, that by signing this agreement, the undersigned hereby agrees to all rules and regulations contained herein:

Rules and Regulations

1. Rental of the Township of Mitchell Hall located in Curran, Michigan, is _____ (\$ _____) Dollars per day, payable in advance of the function. In addition, upon reserving the facility, the user shall pay a combined reservation/security, custodial deposit of _____ (\$ _____) Dollars, of which will be refunded only after an inventory and inspection shows there were no losses or damages during the user's control of the building. The user waives any requirement of the Landlord and Tenant Act and acknowledges that he may be present during an inspection prior to the function and at the time the inspection is made after the rental period, but acknowledges that the opinion of the representative of the Township of Mitchell shall be binding upon him. In the event of user termination of this Agreement prior to the rental date, it is understood that _____ (\$ _____) Dollars of the combined reservation/ security/custodial deposit will not be returned in consideration of the Township of Mitchell reserving the date for the user. In the event that the user does not give the Township of Mitchell written notice canceling the reservation within fourteen (14) days from the rental date, this deposit shall be nonrefundable. The Township of Mitchell has adopted a policy to refuse to rent the facility to any profit businesses excluding non-profit organizations.
2. It is agreed that the user will conclude his function and vacate the building by _____. The premises may be used only for the purposes stated, and only the room or rooms agreed upon may be used, except for restrooms, hallways, stairs, and other public passages, unless prior approval by the person giving authority.
3. All police, fire safety, sanitary, and other regulations in force must be observed.
4. Users may not attach any decoration, etc. to the building or its fixtures by any permanent means, including tape, which cannot be removed without damage.
5. All equipment, furnishings, supplies, food, trash and rubbish, and anything else brought into the building by users must be removed immediately following the function, unless other arrangements have been made with the Township of Mitchell prior to the function.
6. Users shall not permit or allow premises to be damaged or diminished in value by any act or negligence of users, members of group using, their guests, or employees, in any manner whatever. The user is responsible for all

loss or damage. At the conclusion of the rental period, it is the responsibility of the user to see that all windows and doors are securely closed and locked.

7. Any substantial abuse or damage to the premises or its contents by groups or persons using the building, their guests or employees, shall be sufficient cause for denial of any future request for use, and the cost of the repair of any such damage shall be borne by the user. In the event there is damage over and above the security deposit, the user agrees to immediately transmit the sums due to the Township of Mitchell.

8. The Township of Mitchell shall be held blameless from any injury whatsoever to persons or property during rental periods, and the user herein accepts full responsibility therefore, and further, by signing and dating this agreement does unequivocally absolve the Township of Mitchell from any and all liability and indemnify the Township of Mitchell for any losses suffered or cost incurred. User must provide own liability insurance.

9. The user certifies that all activities carried on within the building shall be legal and the user shall be absolutely responsible for ascertaining that no illegal activities of any type shall be permitted on the premises. Specifically, there shall be no minors permitted to indulge in any illegal activities, including but not limited to illegal drinking, illegal taking or selling of drugs, gambling or any other similar activities. Furthermore, the user agrees to insure that any necessary liquor license is obtained from the State of Michigan prior to serving any alcoholic beverages on the premises and to have the Township of Mitchell an additional insured on a Host liquor liability insurance policy having a minimum coverage of Fifty Thousand (\$50,000.00) Dollars. The Township of Mitchell shall require a copy of all applicable insurances, including verification of policy numbers and expiration dates, prior to the signing of the lease.

DATED: _____

Signature of User, Representative of
Group using Hall.

Signing for the Township of Mitchell

Receipt is acknowledged of the sum of _____

Township of Mitchell