

Bates Township Hall
Rental Agreement - Effective 2/2023
Contact: Clerk-Hall Coordinator @ (906) 265-2787 Ext 1
or email: clerk@batestownship.com

LEASE AGREEMENT, made this ____ day of, _____ 20 __, by and between (Lessor) Bates Township, a municipal corporation, in Iron County, Michigan and _____, hereinafter 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:

1. Bates Township Board of Trustees hereby leases to Lessee for the said use (listed below) by said Lessee only that property of the Bates Township Hall, 3070 Hwy US 2 East, Iron River, MI, Bates Township, Iron County, including Lessee's use of parking lot for Lessee and Lessee's guests, and only on the dates for the event.

DAY/DATE: _____
EVENT: _____
KEY #: _____

2. **FEE:** Lessor upon payment of rental fee of \$ _____ plus a security deposit of \$ _____, agrees to permit Lessee to have exclusive use of the property described above. The security deposit is refundable 1-2 weeks after the rental date, provided there is no damage done to said hall/property, the hall/property has been cleaned, the hall key has been returned.
3. **MINIMUM AGE:** You must be eighteen (18) years of age to rent property from Bates Township and provide proper identification (i.e.: valid driver's license).
4. **DECORATIONS:** When decorating, only freestanding decorations may be used. Nothing is to be tacked, taped, or affixed to the ceiling fans, walls, ceiling, doors, etc.
5. **CLEANUP:** The Lessee is solely responsible for cleanup of said hall, property, and tables/chairs. All trash must be removed from the premises at Lessee's expense. Lessee is responsible for proper disposal of garbage. If said property is not returned in good order, the Lessee will be invoiced time and materials and the amount will be deducted from Lessee's security deposit.
6. **SECURITY:** It shall be the Lessee's responsibility to secure and maintain security and shall be at the sole expense of Lessee. (If needed).
7. **SMOKING:** Smoking is prohibited inside the property owned by Bates Township.
8. **BUILDING CAPACITY:** The number of persons attending any function shall not exceed the capacity of the building as mandated by the State of Michigan Fire Marshall.
9. **LEGAL:** Lessee shall comply with all the laws of the United States of America and the State of Michigan, and with all ordinances of Bates 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, Bates Township shall have the right to immediately cancel this Agreement without notice or refund, and Bates 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.

10. INSURANCE:

Private Function: Lessee hereby acknowledges notice that Bates Township is not providing Lessee for “Host Liquor Liability: coverage. If the Lessee furnishes alcoholic beverage at a private function, Bates Township strongly recommends the Lessee acquire host liquor liability coverage.

Event with Alcohol: Lessee hereby acknowledges notice that Bates Township is not providing “Host Liquor Liability” or “Liquor Liability” coverage whatsoever, nor is Bates Township to be considered a licensee when applying to the Michigan Liquor Control Commission (MLCC) for 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 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 \$1,000,000, prior to the event. Lessee further agrees to comply with paragraph (9) above.

Event with No Alcohol: Lessee hereby acknowledges that no alcoholic beverage will be furnished by Lessee or consumed at Lessee’s event. Lessee shall submit to Bates Township 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, prior to the event. In any event, Lessee hereby agrees to indemnify and hold Bates Township 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 Bates Township harmless from and against any judgment based upon any such claims.

11. **PERSONAL PROPERTY:** Bates Township assumes no responsibility whatsoever for any property placed in or on said described property by Lessee and/or Lessee’s guest and Bates Township 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.

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

13. **WIFI:** Bates Township does not provide WIFI service for any events.

14. The use and sale of any/all adult items & marijuana products/paraphernalia is strictly prohibited on the Township hall property.

In Witness whereby, Bates Township, a Municipal Corporation, by its duly appointed officers or agent as Lessor and the Lessee named above have caused this agreement to be made/signed on 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.

Signed: _____ Date: _____

I INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: _____ Date: _____

Lessor: Bates Township

Security Deposit Paid: \$ _____ Date _____

Rental Fee Paid \$ _____ Date _____

Received By: _____

RENTAL RATES

Hall Rental-General, Graduations, Family Reunions - \$175 with \$175 security deposit
Weddings - \$ 250 with \$ 250 security deposit

Youth & Volunteer Organizations will be \$ No Charge * /**Clean Up is required.** (*Local youth & service organizations defined as 4-H, Scouts, MTA, Iron County Fair Board, Municipal Organizations, Timberman’s Assoc.) *Monetary donations are welcome.*