

Top to be filled out by Charter Township of Filer:

Date Deposit Paid _____ Date Rental Paid _____ Key # _____

Check # _____ Amt _____ Check # _____ Amt _____

Charter Township of Filer

2505 Filer City Road, Manistee, MI 49660
(231) 723-3138

REC CENTER LEASE AGREEMENT

This agreement made this _____ day of _____, 20_____, between the Charter Township of Filer, hereinafter referred to as "Lessor" and _____ Hereinafter referred to as "Lessee";

WITNESSETH: Lessor hereby lets to Lessee and Lessee hereby does lease from Lessor those premises located at 1306 Oak Drive, Manistee, Michigan 49660, hereinafter referred to as the "Premises" on the following terms and conditions:

1. This Lease shall be for a single term of _____ day(s), starting time and date _____, and ending time and date _____. Rent for such term shall be \$_____ (**\$100.00 Filer Township resident, \$150 non-resident**) payable in advance. **In addition, Lessee shall pay to Lessor a damage deposit of seventy-five (\$75.00) dollars. If Lessee returns the Premises at the conclusion of the term in its pre-lease condition, Lessor shall refund the deposit within thirty (30) days; otherwise, Lessor shall itemize all damages in writing and return a copy thereof, along with the balance of the deposit, if any, to Lessee within (30) days.**

(Rates effective 4-1-22)

2. Lessee agrees not to occupy or use the Premises nor permit the same to be occupied or used for any purpose whatsoever except for _____ without the prior written consent of Lessor under penalty of forfeiture and damages.
3. Lessee shall under no circumstance exceed the legally allowed capacity of the Premises of 158 people.
4. Lessee shall be solely responsible for the safety and well-being of any and all of its agents, servants, employees, guests, invitees, licensees or contractors in connection with or resulting in any manner for the Lessee's use or occupancy of the Premises.
5. In the event Lessee sells, furnishes, gives or delivers alcoholic beverages, with or without consideration as hereinafter defined:
 - a. Lessee further agrees to indemnify Lessor and hold harmless from and against any and all claims, cations, damages, liability including, but not limited to dram shop liability pursuant to the Michigan Liquor Control Act, as amended, and expense, including actual attorney's fees in connection with the loss of life, personal injury, damage to property or any act, whether known, unknown, foreseen, unforeseen, patent or latent, arising from any occurrence in or about the Premises or from the occupancy or use by Lessee of the Premises or resulting, in whole or in part, from any act or omission of Lessee, its agents, servants, employees, guests, invitees, licensees or contractors.
 - b. If a result of the permitted activities to be conducted on the Premises described in paragraph 2 (two) above, Lessee is required to obtain a liquor license, then, as a condition precedent to this

Lease, Lessee shall obtain both (a) a valid liquor license issued by the Michigan Liquor Control Commission; and (b) an insurance policy or liquor bond naming Lessor as an additional insured, insuring against any and all liability that may arise from Lessee's sale or furnishing of alcoholic beverages on the premises. Lessee shall present both its liquor license and insurance policy or liquor bond to the Lessor for its inspection prior to the Lessee taking possession of the Premises pursuant to this Lease.

- c. Lessee further agrees to not, directly or indirectly, by itself, its agents, servants or employees, at any time, sell, furnish, give or deliver, either for or without consideration, any alcoholic beverage to a minor or to any adult person who is at the time visibly intoxicated. As used herein, the term "consideration" shall be deemed to include, but not limited to, any fee, cover charge, and storage of alcoholic liquor, the sale of food, ice, mixes or other liquids used with alcoholic liquor drinks or the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food.
 - d. Lessee further agrees to take all actions necessary to absolutely prevent and prohibit any official, employee, agent or servant of Lessor from doing anything or undertaking any activities on the Premises and, specifically, but without limiting the generality of the foregoing, to take all steps necessary to prevent and absolutely prohibit such person's involvement in the purchase of alcohol, sale or distribution of alcohol, checking of identification on the Premises, or any other activity, directly or indirectly, related to the enforcement of laws or regulations related to the sale and distribution of alcoholic beverages.
- 6. Lessee agrees not to assign this Lease nor let or underlet or sublet the whole or any part of the Premises or make any alterations or repairs therein without the prior written consent of Lessor under penalty of forfeiture and damages.
 - 7. Lessee agrees to return the leased premises in the same condition as before the rental term and agrees to indemnify the Lessor for any costs of expenses expended by the Lessor to place the property in its pre-lease condition.
 - 8. Lessee acknowledges and agrees that each covenant of this Lease is consideration of the letting of the Premises and that a violation of any covenant or agreement herein shall be grounds for the immediate forfeiture of this Lease, at the Lessor's sole option and discretion, and without prior notice or demand. The waiver by Lessor of a breach of any covenant or agreement herein shall not be considered a waiver of any other provision of this Lease, nor shall it be considered a waiver of any subsequent breach of the same covenant or agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first written above.

Lessee _____

Address _____

Phone _____

Lessor: _____

Charter Township of Filer
2505 Filer City Road, Manistee, MI 49660

ATTENTION REC CENTER RENTERS

The Contract must be signed and on-file at the Filer Township Office and when the \$75.00 damage deposit is paid, we will **save the date of the event**. Any final payment must be made prior to picking up the key.

The key to the Rec. Center is to be picked-up at the Filer Township Hall office on the **Friday** before the event if on the weekend and the day before the event if on a weekday between the hours of 9:00 and 3:00 (closed for lunch from noon – 1:00 p.m.) and dropped off to the office or the brown lock box outside the Township Hall on or before the **Monday** (same hours as above) after the event if it is on the weekend and the next day if during the week. If the key is not returned – no deposit back.

You may set-up the morning of the event unless the rental day is during the week please call the Filer Township office at 231-723-3138 to see when it will be available for that day.

If the Rec. Center is not clean when you enter call

Terry Walker Work: 723-3138 ext. 3 Cell: 690-5132 Home: 723-3166

IMMEDIATELY!

If not, we will consider that the Rec. Center was clean prior to renting:

**IT IS YOUR RESPONSIBILITY TO PROVIDE:
TRASH BAGS, CLEANING SUPPLIES AND COOKING & EATING UTENSILS.**

DO NOT PUT TAPE ON WHITE BOARD (It does not come off).

All property must be accounted for.

The entire building must be thoroughly cleaned the day of event:

- Bathrooms (garbage, toilet, sink, and mirror)
- Tables – clear and clean.
- Kitchen appliances cleaned, kitchen sink, and counters cleaned.
- Outside trash from your gathering picked up.
- All trash bagged and removed. There is a garbage can outside the building to place garbage bags in.
- Remove all tape from tables, walls and ceiling (from hanging streamers, signs or balloons).
- If you move the picnic tables from the park near the building, please return them to the park after your event.
- **ALL FLOORS SWEEPED AND THOROUGHLY MOPPED**
- Do not sweep into the air return basin in the floor (west wall).
- Make sure all windows are shut, doors are locked, lights are turned off! If air conditioning is left on with the windows open there will be an additional charge taken off the deposit. Please call and leave a message at the above phone number to let him know it was like that **before** you set-up in case we need to verify.

Rec Center inspections are done early Monday mornings.

Thank you for your complete cooperation.