

AGREEMENT FOR USE OF RICHFIELD TOWNSHIP PROPERTY

Check One:

___ PARK PAVILION (\$100.00)

___ TOWNSHIP HALL (\$75.00)

___ PARK BUILDING (\$60.00)

___ COVE PAVILION #1 (\$50.00)

___ OTHER (PLEASE DESCRIBE) _____

Check all that apply:

___ PRIVATE FUNCTION

___ WITH ALCOHOL

___ WITHOUT ALCOHOL

___ COVE PAVILION #2 (\$50.00) BY PLAY AREA

ARE YOU A STATE RECOGNIZED NON-PROFIT ORGANIZATION? _____

(If yes, mark one of the following) ___ WITHOUT ALCOHOL ___ WITH ALCOHOL

REFUNDABLE SECURITY/CLEAN UP DEPOSIT IS REQUIRED FOR ALL PROPERTIES. (\$50)

RENTAL/RESERVATION AGREEMENT, made this (day) _____ day of (month) _____ (year) 20____, by and between the Township of Richfield (hereinafter designated as "LESSOR") and _____ (hereinafter designated "LESSEE"); In consideration of the covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties herein as follows:

LESSEE:

Name: _____ Phone: _____

Address: _____ Email: _____

City, State, Zip: _____

DATE(S) OF USE: _____ TIME START: _____ TIME ENDING: _____

EVENT/USE: _____ ESTIMATED ATTENDANCE: _____

Property shall be used for above event and no other purpose without written consent of the LESSOR. The facility shall not be used for illegal purposes or to create a nuisance.

LESSEE: I agree to the below 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 or function, I may be held solely and personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event.

Check and sign one of the options below:

___ I DO NOT INTEND TO SERVE ALCOHOL AT THIS EVENT/FUNCTION

Signed: _____ Date: _____

___ I INTEND TO SERVE ALCOHOL AT THIS EVENT/FUNCTION

Signed: _____ Date: _____

Richfield Township (LESSOR): _____

___ Security Deposit Paid: \$ _____ Cash or Ck # _____ Date: _____ Received by: _____

___ Rental Fee Paid: \$ _____ Cash or Ck # _____ Date: _____ Received by: _____

___ Deposit Returned: \$ _____ Cash or Ck # _____ Date: _____ Received by: _____

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IT IS AGREED THAT:

1. **USE:** LESSOR in consideration of the covenants made by LESSEE herein, hereby grants to LESSEE for the use by said LESSEE only that property checked above, including parking lot for guests only.
2. **FEE:** LESSOR, upon payment of reservation fee, plus a security/clean up deposit, agrees to permit the LESSEE to have exclusive use of the property described above. The security/clean up deposit is refundable 2-3 weeks after the rental date, provided there is no damage done to said property and cleanup was done as stated below in paragraph 9.
3. **RESERVATION TERMS:** Your security deposit along with this signed agreement is due within ten (10) calendar days after making your reservation. Reservation for the following year may be made on or after the first business day in January of the current year. The balance is due no later than sixty (60) days prior to your rental date. If the balance and/or fee are not received within the allotted time, The LESSOR reserves the right to keep your security deposit and you automatically forfeit your reservation rights, and said property is opened for rental date usage.
4. **DECORATION/SET-UP:** Described property may be requested on the day prior to your event for a maximum of four (4) hours if the property is not reserved for use at that time. This requested time is for the purpose of decorating or set-up for the following days event only. The use of alcohol at this time is strictly prohibited.
5. **MINIMUM AGE:** You must be twenty-one (21) years of age to rent property from LESSOR and provide proper identification (i.e.: valid driver's license).
6. **HOURS OF USE:** Said property is available for use during the periods of time requested. Quiet time begins at 11:00 p.m. and goes until 7:00 a.m. All activity must be stopped during those quiet times. Any extension into those times must be agreed upon in writing by all parties of this agreement.
7. **FOOD:** The Township or their employees are not responsible for food or drinks which are delivered ahead of scheduled activity or left after the activity.
8. **DECORATIONS:** When decorating, only freestanding decoration may be used. Nothing is to be affixed to walls, ceilings, windows, doors, etc.
9. **CLEANUP:** LESSEE is solely responsible for cleanup of said property. All trash must be bagged and deposited in proper receptacles. This includes all surrounding parking areas, etc. If said property is not cleaned, LESSEE will be billed time and materials and the amount will be deducted from LESSEE's security deposit and additional amounts billed if necessary.
10. **SECURITY:** It shall be the LESSEE's responsibility to secure and maintain security and shall be at the sole expense of the LESSEE.
11. **SMOKING:** Smoking is strictly prohibited inside buildings owned by the Township.
12. **LEGAL:** LESSEE shall comply with all laws of the United States of America and the State of Michigan, and with all ordinances of the Township of Richfield 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 Richfield Township Board may pursue all 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 claims, including all claimed litigation expenses, court costs or attorney fees arising out of LESSEE's said use of property and to indemnify and hold LESSOR harmless from and against any judgement based on any such claims.
13. **CANCELLATION:** Should you decide to cancel your reservation, a portion of the amount received is refundable upon written request to the Richfield Township Board for their approval, a minimum of sixty (60) calendar days prior to the rental date. No rain check or refunds will be given due to bad weather or late cancellations. LESSOR reserves the right to cancel this Agreement, with or without notice, and refund all monies paid in the event said property shall become untenable because of some physical condition. If you violate any of the terms or conditions of this agreement, the Richfield Township Board shall have the right to cancel the agreement immediately without notice or refund, and the Richfield Township Board may pursue all of the rights and remedies at law.

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14. INSURANCE:

Private Function: LESSEE hereby acknowledges notice that LESSOR is not providing for LESSEE "Host Liquor Liability" Coverage. If the LESSEE furnishes alcoholic beverages at a private function, Richfield Township strongly recommends that the LESSEE acquire "Host Liquor Liability" coverage. LESSEE is responsible for ensuring that alcoholic beverages are not being served to minors or visibly intoxicated persons.

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 a 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. Additionally, 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, with Richfield Township listed as a named insured. LESSEE further agrees to comply with paragraph 12 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 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 \$1,000,000, prior to the event, with the Township listed as a named insured.

In Any Event or Function: LESSEE hereby agrees to indemnify and hold LESSOR 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 said LESSOR harmless from and against any judgement based upon any such claims.

15. **PERSONAL PROPERTY:** LESSOR assumes no responsibility whatsoever for any property placed in or on said described property by LESSEE and/or LESSEE's guests 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. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this agreement shall be at the discretion of the Richfield Township Board.

* FOR STATE RECOGNIZED NON-PROFIT ORGANIZATION EVENT, FEE MAY BE WAIVED ON DISCRETION OF TOWNSHIP.