

OFFICE USE ONLY

DATE OF EVENT: _____

KEY COLOR: _____

INS POLICY RECD: _____

HALL RENTED: _____

SECURITY DEPOSIT OF \$150 PAID: _____

PAVILION RESERVED: _____

RENTAL AMOUNT OF \$100 PAID: _____

CHECKLIST REVIEWED: _____

RENTAL AGREEMENT

This RENTAL Agreement (“Agreement”) is entered into on _____, 20____, by and between Vevay Township (“Township”), located at: 780 Eden Road, Mason, Michigan, and _____, Address: _____

Phone: _____ Email: _____

(“Renter”) for the temporary occupancy of the Vevay Township Community Room (“Community Room”) located at: 780 Eden Road, Mason, Michigan, for the purpose of:

in accordance with the terms and conditions described herein.

1. PROPERTY RENTED. Township does hereby rent to Renter, and Renter does hereby rent from Township, for the date(s) and upon the terms and conditions set forth in this Rental Agreement, the property identified as the Vevay Township Community Room (“Community Room”) located at 780 Eden Road, Mason, Michigan. Township shall also allow reasonable use of common areas, including hallways, restrooms, sidewalks and parking areas, the extent of which shall only be used for the time and duration of the rented date and time, and shall not expand the use of the Community Room nor the contemplated activities. Upon request and for no additional charge, the pavilion may also be reserved and used during the time frame of the hall rental event. Use of Township facilities is not officially reserved until the rental fee and security deposit fee are received by the Township office.

2. RENTAL.

2.1 **Rental available for Township residents and individuals who own real property in the township only.** The renter MUST be present during the entire event.

2.3 Rental time for an all-day event is 7:00 a.m. to 12:00 midnight.

2.3 Renter agrees to pay to Township for the room rental at the address indicated above, one Hundred and 00/100 Dollars (\$100.00). The Township will reserve the community room once the rental fee and the security deposit fee are paid in full, and the proof of insurance required by Section 7 is filed with the Township.

3. SECURITY DEPOSIT FEE. As a condition of renting Township facilities, a Security Deposit of one Hundred and fifty and 00/100 Dollars (\$150.00) must be paid no later than 5 days prior to the event. The Security Deposit (\$150.00) will be refunded within 30 days after the event, provided that the Township rules are followed and no damage has occurred. Costs incurred for additional cleaning or repairs will be paid for by the security deposit, and if costs incurred are greater than the deposit, those additional costs will be charged to the renter.

4. COMPLIANCE WITH LAW. Renter shall fully and promptly comply with all applicable laws, ordinances, orders, and regulations related to the Agreement, the Community Room, and/or Township property. The foregoing shall specifically include, but shall not be limited to, Renter's compliance with all applicable policies of Township governing use of its properties. **Renter shall also**

fully comply with all state and/or local pandemic and health directives, especially with regard to social distancing, face mask usage, etc. It shall be the responsibility of the renter to be aware of all conditions of such orders and enforce such orders and directives. Violation of Michigan Department of Health and Human Services and Ingham County Health Department orders shall be grounds to immediately terminate the use of the Community Room, without refund.

5. USE OF COMMUNITY ROOM.

5.1 The rental of the Community Room for commercial purposes is strictly prohibited.

5.2 Renter shall not allow the Fire Marshall's Maximum capacity of Community Room to exceed **80** persons.

5.3 Renter shall not permit hazardous substances to be located on Township property, or to be generated, treated, stored, disposed of or otherwise deposited on Township property.

5.4 Renter shall be responsible for any damages that it causes or allows to the Community Room or Township property during the Term of this Agreement.

5.5 Renter shall not permit ALCOHOL NOR ILLEGAL DRUGS NOR CONTROLLED SUBSTANCE ABUSE on Township property.

5.6 Renter shall not permit TOBACCO USE inside the Township Hall. If evidence of TOBACCO USE is detected, the Security Deposit shall be forfeited and any cleaning costs above the cost of the Security Deposit shall be assessed to Renter payable upon invoice.

5.7 Renter shall require that the Township Hall entrance doors be closed at all times.

5.8 Renter shall not permit ADULT THEMED ENTERTAINMENT, PORNOGRAPHIC, NUDE, OR PARTIALLY NUDE ACTIVITES in the Township Hall, Community Room or anywhere on Township property.

5.9 Renter shall not sub-let, assign, rent or lease the Township Hall or Township property.

5.10 Renter may use the Township's 11-8 foot tables, and one 6-foot table and one 4-foot round table for their intended purpose(s). All tables and chairs shall be cleaned and reestablished prior to departure as found upon arrival.

6. CARE OF TOWNSHIP PROPERTY.

6.1 Renter shall not undertake, permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about Township property which causes or is likely to cause injury or damage to any person or Township property, or that in any way impairs the value of Township property.

6.2 Renter shall, prior to departure, vacuum carpets and floors, place trash in dumpster, wipe and clean all tables and chairs, and ensure restrooms are left in clean order.

6.3 Renter shall not permit RED PUNCH, PURPLE GRAPE JUICE, OR SIMILAR BEVERAGES, in the Township Hall. Renter shall be assessed additional charges as a result of any food/beverage spillage that stains or damages Township property.

6.4 Renter shall not permit GLITTER OR OPEN FLAME in the Township Hall or on Township property.

6.5 Renter shall not permit any TAPING, TACKING OR STAPLING of ANY ITEMS TO THE WALLS/DIVIDERS AND CEILING within the Township Hall.

6.6 Renter shall be responsible for any and all damage, including but not limited to, marks on floors and walls, and any damages to the Township Hall and Township property. Township shall not be responsible for any theft, destruction, or damage to any materials or equipment brought to the Township by Renter or others.

7. INSURANCE.

Renter shall obtain, maintain and demonstrate to the Township, for the Term of this agreement general liability and property damage insurance in the amount of \$500,000, to insure against any personal injury or property damage arising out of, or in any way related to, Renter's use of Township property. Renter shall name VEVAY TOWNSHIP, its Board, its Board members, employees, agents and volunteers as additional insureds under the policy.

Renter shall obtain and maintain insurance on its personal property as it deems necessary or desirable in its own discretion. Township shall obtain and maintain its normal property and other insurances. Nothing in this Agreement shall be construed to give any third party any claim to which the third party would not otherwise be entitled, nor shall it abrogate or diminish the defense of governmental immunity for any claim against Township or Renter.

8. UTILITIES. Township shall pay the costs of electricity, water, garbage collection, sewer and gas at no additional cost to Renter. Township does not guarantee uninterrupted utilities.

9. SIGNS. Renter shall have the right to erect or install outside temporary signs on Township property which are approved by Township and the duration of said signage shall be at the Township's discretion. All signs shall be in good condition and must not contain profane language, gestures or suggestions.

10. TERM AND TERMINATION.

10.1 The rental date(s) shall be for _____, _____.
Expected Time of Arrival @ _____; Departure _____.

10.2 This Agreement may be immediately terminated: (1) at any time by mutual written agreement of the parties; or (2) by the Township if the Renter, or its guests or those in attendance are in breach of this Agreement and said breach is not cured; or (3) if the Renter, or its guests or those in attendance cause damage to Township property or the reputation of the Township.

11. WAIVER. The failure of either party to insist upon strict performance of any covenants or conditions of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall be and remain in full force and effect. No covenant, term, or conditions of this

Agreement shall be deemed to have been waived by either party, unless such waiver be in writing by such party and be acceptable to the Township.

12. NON-PERFORMANCE. If Township is unable to provide the rental premises and facilities to Renter as set forth in this rental Agreement due to circumstances beyond the reasonable control of Township, all money paid will be refunded to Renter with no further liability to Township, its Board Members, employees, agents, or volunteers, consequential or otherwise.

13. ENTIRE AGREEMENT. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between Township and Renter concerning the rent of the Township property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Township and Renter other than are herein set forth.

14. AMENDMENTS. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Township or Renter unless reduced to writing and signed by both parties.

15. SEVERABILITY. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless removal of such term, covenant or condition materially impacts the general intent of the Agreement.

16. RIGHT TO REFUSE. The Township reserves the right to refuse rental of the Community Room for cause.

17. GOVERNING LAW. This Agreement shall be construed for all purposes in accordance with Michigan law in the County of Ingham.

18. INDEMNIFICATION. Renter agrees to indemnify and hold harmless VEVAY TOWNSHIP, its Board, its Board members, employees, agents and volunteers from and against any and all claims, actions, damages, liability and expense in connection with loss of life, **exposure to and/or contracting COVID-19 or other disease**, personal injury and/or damage to property arising from or out of the occupancy or use by Renter of the Community Room, Township Hall or any part of Township property occasional wholly or in part by any act or omission of Renter, its guests, agents, contractors or employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names or by their respective officers the day and year first indicated above.

VEVAY TOWNSHIP,

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____