

TOWNSHIP OF GREENBUSH SPENCER PARK PAVILLION RENTAL AGREEMENT

IT IS HEREBY AGREED by and between (Name) _____
(Address) _____ (City) _____ (Zip) _____
(Phone) _____ (Lessee), and the Greenbush Township Board of Trustees (Lessor), that
the Lessee shall rent the Greenbush Township Spencer Park Pavillion on (day) _____ for
the purpose of a _____ for the Rental Fee of \$ 25 and Security Deposit Fee of \$ 100.00.

1. **WITNESSETH THAT:** Lessor in consideration of the covenants made by Lessee herein, hereby leases to Lessee for the use of said Lessee only that property of the Greenbush Township Spencer Park Pavillion, including Lessor's use of parking lot for Lessee and Lessee's guests and on the date indicated above this paragraph.
2. **FEE:** Lessor upon payment of Rental Fee plus a Security Deposit agrees to permit Lessee to have exclusive use of the property described above.
3. **PURPOSE AND USAGE OF SECURITY DEPOSIT:** The purpose of the Security Deposit is for Lessor's usage in the event of Lessee's violation of any term or condition of this Rental Agreement, including but not limited to, property damage, personal injury, or time or expense incurred by Lessor due to Lessee's failure to clean as required in Paragraph 8.
4. **RESERVATION TERMS:** A Security Deposit is required before any rental date is confirmed. Non-confirmed dates are on a first-come, first-serve basis. The Rental Fee must be paid no later than one (1) week before the scheduled rental date. Security Deposits are approved at Township Board meetings held on the second Tuesday of each month and refunds are mailed the next day. Security Deposit refunds will only be issued to the person who signs the Rental Agreement. When mailing the Security Deposit and/or Rental Fee, the check/money order is to be written out to "**Township of Greenbush**".
5. **RESIDENCY REQUIREMENT:** Lessee must be a property owner or resident of the Township of Greenbush, Alcona County, Michigan, an organization with a membership comprised of more than 50% residents of the Township of Greenbush, or government **and must provide documentation** (e.g. copy of current utility bill in Lessee's name or current tax bill).
6. **MINIMUM AGE:** Any individual Lessee must be twenty-one (21) years of age or older **and must provide a copy of proper identification**.
7. **DECORATIONS:** Only freestanding decorations may be used. Nothing is to be affixed to posts, ceiling, trees, etc.
8. **CLEAN-UP:** Lessee must remove all of their belongings and garbage, and put tables back in original locations following rental. Lessee is required to pick-up any garbage and cigarettes from the rental. Lessee must provide cleaning supplies.
9. **SECURITY:** It shall be the Lessee's responsibility to secure and maintain security at the sole expense of the Lessee.
10. **LEGAL:** Lessee shall comply with all the laws of the United States of America and the State of Michigan, Public Health Rules and Orders of the State of Michigan, and with all ordinances of the Greenbush 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 Rental Agreement, the Greenbush Township shall have exclusive right to immediately void this Rental Agreement without notice or refund, and the Greenbush Township may pursue all of the rights and remedies at law or in equity 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.
11. **CANCELLATION:** It is Greenbush Township policy for cancellation of a Rental Agreement by the Lessee that notice must be received in writing, thirty (30) days prior to the rental date for refund of deposit. Cancellation refunds are approved at the next Township Board meeting held on the second Tuesday of each month.
12. **INSURANCE: Private Function:** Lessee hereby acknowledges notice that Lessor is not providing Lessee with "Host Liquor Liability" or "Liquor Liability" coverage. Alcoholic beverages are not permitted in Spencer Park. **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 \$500,000.00, prior to the rental.** Lessee further agrees to comply with paragraph 10 above.
13. **PERSONAL PROPERTY:** Lessor assumes no responsibility whatsoever for any property placed in or on said described property by Lessee and/or Lessee's guest 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 rental.
14. **MAIL:** All required copies, certificates, Security Deposit, Rental Fee, and any other correspondence are to be mailed to:
C. Lee Major, Township Supervisor, 2600 W Cedar Lake Rd, Greenbush, MI 48738.

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15. **OTHER MATTERS:** Any matters which arise but are not covered by said rules and regulations in this Rental Agreement shall be decided and resolved by and at the discretion of the Township of Greenbush Board of Trustees, Lessor herein.

In Witness whereby, the Township of Greenbush, a Municipal Corporation, by its duly appointed officers or agent as Lessor and the Lessee named above have caused this agreement to be signed the date and year first below written.

LESSEE: I agree to the above terms and conditions. I recognize and am fully aware that if I may be held solely and personally liable for damages or injuries that may result if alcoholic beverages are furnished at this rental.

I WILL NOT SERVE ALCOHOL AT THIS RENTAL.

Printed Name: _____ Signature: _____ Date: _____

TOWNSHIP USE ONLY

Date Deposit Paid	Check Number	Amount	Received by Signature
Date Rental Fee Paid	Check Number	Amount	Received by Signature
Insurance Period	Insurance Amount	Policy #	Reviewed by Signature (copy on file)
Pre-rental Inspection	Comments		Inspector's Signature
Post-rental Inspection	Comments		Inspector's Signature
Date Deposit Returned	Check Number	Amount	Comments