
TOWNSHIP OF GREENBUSH HALL 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 Hall on (day) _____ between
the hours of _____ and _____ for the purpose of a _____ for
the Rental Fee of \$ _____ and Security Deposit Fee of \$ 125.00.

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 Hall, including Lessor's use of parking lot for Lessee and Lessee's guests and on the dates indicated above this paragraph.
2. **FEE:** Lessor upon payment of Rental Fee plus a Security Deposit (and Lessor receipt of other required insurance and documentation) 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.
4. **RESERVATION TERMS:** Receipt of Rental Fee, Security Deposit, proof of insurance, proof of residency, and proof of age is required before any rental is confirmed. Non-confirmed dates are available 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 Deposit refunds are approved at Township Board meetings held on the second Tuesday of each month and mailed within 5 business days. 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. **DECORATION/SET-UP:** Lessee will decorate/set-up at the beginning of the rental period after a rental briefing.
8. **DECORATIONS:** Only freestanding decorations may be used. Nothing is to be affixed to walls, ceilings, ceiling fans, windows, doors, etc.
9. **FOOD:** If Lessee is utilizing the services of a caterer, the caterer is required to provide a copy of their Catering License or a copy of their ServSafe Certificate.
10. **CLEAN-UP:** Lessee is required to mop up any liquid spills during their rental time. Boxes placed in the dumpster will be flattened. Lessee needs to take all of their belongings, empty garbage containers, and put tables and chairs back in their original locations. Lessee is required to pick-up any outside debris and cigarettes from the rental. Lessee must provide cleaning supplies.
11. **SECURITY:** It shall be the Lessee's responsibility to secure and maintain security at the sole expense of the Lessee. Lessee will inspect, prior to leaving building, and ensure that all doors and windows are locked.
12. **SMOKING:** Smoking is strictly prohibited inside property owned by Greenbush Township. Smokers are to use the outside smoking containers and must be at least ten (10) feet away from all doors.
13. **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 Lessee violates 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 actual attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of property and to indemnify and hold harmless Lessor from and against any judgment based on any such claims.
14. **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.

15. INSURANCE:

Private Function: Lessee hereby acknowledges notice that Lessor is not providing Lessee with “Host Liquor Liability” or “Liquor Liability” coverage. If the Lessee furnishes alcoholic beverages at a gathering in the nature of a family gathering or a wedding reception as examples. **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, prior to the rental.** Lessee further agrees to comply with paragraph 13 above.

Public Function: Lessee hereby again acknowledges notice that Lessor is not providing Lessee with “Host Liquor Liability” or “Liquor Liability” coverage. In the event Lessee intends to host a gathering in the nature of a public function such as a class reunion as an example, and which would involve the furnishing of alcohol and persons who attend the rental are charged an entry fee, or are required to purchase tickets in advance, or Lessee has a cash bar, then the Lessee must so advise Lessor prior to the rental. Lessor may then either reject the proposed rental or, in the alternative, approve it conditioned upon (1) proof that Lessee has fully complied with all requirements for a special liquor license through the Michigan Liquor Control Commission; (2) has obtained at Lessee’s sole expense **both general liability and liquor liability insurance with limits of not less than \$1,000,000** prior to the rental; and (3) have retained an experienced bartender for the event capable of appropriately pouring alcohol and determining when any individual should be cut off from further consumption.

Rental with No Alcohol: Lessee hereby acknowledges that no alcoholic beverages will be furnished by Lessee or consumed at Lessee’s rental. **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, prior to the rental.**

16. **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.
17. **MAIL:** All required copies, certificates, Security Deposit, Rental Fee, and any other correspondence are to be mailed to: Melissa Curth, Township Clerk, PO Box 9, Greenbush, MI 48738.
18. **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 determine not to purchase separate “Host Liquor liability” or “Liquor Liability” insurance for this rental, I may be held solely and personally liable for damages or injuries that may result if alcoholic beverages are furnished at this rental.

I (write “**WILL**” or “**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