

MILLEN TOWNSHIP – BARTON CITY PARK USE AGREEMENT

PROPOSED AGREEMENT FOR USE OF BARTON CITY PARK PROPERTY OF MILLEN TOWNSHIP

_____ Private Function _____ Without Alcohol _____ With Alcohol

LEASE AGREEMENT, made this _____ day of, 20 ____, by and between MILLEN TOWNSHIP BOARD, hereinafter designated "Lessor" and _____, hereinafter designated "Lessee", WITNESS TO: In consideration of the covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

LESSEE:

Name: _____ Phone: (____) _____

Address: _____ Email: _____

City, State, ZIP: _____

WITNESSTH THAT:

1. Lessor in consideration of the covenants made by Lessee herein, hereby leases to Lessee for the use by said Lessee only that BARTON CITY PARK PROPERTY OF MILLEN TOWNSHIP listed below, including Lessee's use of parking lot for Lessee and Lessee's guests, and only on the date's following"

Property described as:

RENTAL OF: _____ **PAVILION# 1** _____ **PAVILION #2** _____ **COOK SHACK**

DATE: _____

TIME: _____

EVENT: _____

ESTIMATED ATTENDANCE: _____

2. **FEE:** Rental of the Millen Township – Barton City Park pavilion and/or cook shack located in Barton City, MI is **\$50.00** per day for each facility, payable in advance of the function.

The deposit is non-refundable.

- Pavilion #1 – free to reserve by township members
- Pavilion #2 - \$50.00
- Cook/shack - \$50.00

3. **RESERVATION TERMS:** Your fee 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. If the fees are not received by said due date, MILLEN

TOWNSHIP BOARD reserves the right for BARTON CITY PARK facilities to be deemed opened for rental date usage. It is agreed the premises will be used only for the purpose contracted above.

4. **MINIMUM AGE:** You must be eighteen (18) years of age to rent property from MILLEN TOWNSHIP BOARD and provide proper identification (i.e.: valid driver's license).
5. **HOURS OF USE:** Barton City Park is available for use during the periods of time as described above. It is agreed the renter will conclude the function and vacate the premises by **11:00 pm**. Any extension of that must be agreed upon in writing by all parties of this agreement.
6. **BARTON CITY PARK ORDINANCE:** It is agreed all police, fire safety, sanitary, and other regulations in force must be observed. Furthermore, it is specifically acknowledged that Barton City Park has an ordinance which prohibits camping without prior approval of the Millen Township Board and sets quiet time within the park from **11:00 pm – 6:00 am**. The renter agrees to comply with this ordinance.
7. **DECORATIONS:** It is agreed renters may not attach any decorations, etc. to the building or its fixtures by any permanent means including tacks, staples etc. that can't be removed without damage.
8. **FOOD:** MILLEN TOWNSHIP and its agents are not responsible for food or drinks, which are delivered ahead of scheduled activity or left after the activity. It is agreed all equipment, furnishings, supplies, food and anything else brought into the park by the renters must be removed immediately following the function, unless prior arrangements have been made with the park manager.
9. **CLEANUP:** The lessee is solely responsible for cleanup of said property. It is agreed all trash and rubbish will be immediately removed following the function by the renter, unless prior arrangements have been made with the park manager. If said property is not cleaned the Lessee will be billed for time and materials.
10. **SMOKING:** Smoking is strictly prohibited inside buildings owned by MILLEN TOWNSHIP.
11. **PROPERTY:** It is agreed the renter shall not permit or allow any person in attendance at the function to damage or diminish in value by negligence any part of said property, in any manner. The renter is responsible for all loss or damages. At the conclusion of the rental period, it is the responsibility of the renter to ensure there is no running water anywhere, the refrigerators are unplugged, all windows and doors are securely closed and locked. It is agreed any substantial abuse or damage to said property or its contents by the renters group, or guests shall be sufficient cause for future denial of request for use, and the cost of repairs for any such damage shall be the responsibility of the renter.
12. **LEGAL:** Lessee shall comply with all the laws of the United States of America and the State of Michigan and with all ordinances of BARTON CITY PARK property of MILLEN 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 Agreement, MILLEN TOWNSHIP BOARD shall have the right to immediately cancel this Agreement without notice or refund, and MILLEN TOWNSHIP BOARD may pursue all of 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 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.

It is agreed the Township of Millen shall be held blameless from any injury whatsoever to persons or property during rental periods, and the renter herein accepts full responsibility therefore, and further, by signing this agreement does unequivocally absolve the Township of Millen from any and all liability and indemnify the Township of Millen for any losses suffered or cost incurred.

The renter certifies that all activities carried on within the park shall be legal and the renter shall be absolutely responsible for ascertaining that no illegal activities of any type shall be permitted on the premises. Specifically, there shall be no minors permitted to indulge in any illegal activities, including but not limited to illegal drinking, illegal taking or selling of drugs, gambling or any other similar activities. If any of these instances occur, the park manager has the authority to end the function and you will have to vacate the premises.

13. INSURANCE:

Private Function: Lessee hereby acknowledges notice that Lessor is not providing Lessee for “Host Liquor Liability” coverage. **If the Lessee furnishes alcoholic beverage at a private function, MILLEN TOWNSHIP BOARD strongly recommends the Lessee acquire host liquor liability coverage.**

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 State Liquor Control Commission for 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 cash bar, then Lessee must provide evidence they have complied with the State 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. Additional 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. 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 \$500,000, prior to the event.

In any event, 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 judgment based upon any such claims.

14. 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 event.

15. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this Agreement shall be at the discretion of MILLEN TOWNSHIP BOARD, Lessor herein.

In Witness whereby, MILLEN TOWNSHIP owner of BARTON CITY PARK, 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 above 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 event, I may be held solely and personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event.

I DO NOT INTEND TO SERVE ALCOHOL AT THIS EVENT.

Signed: _____ Date: _____

I INTEND TO SERVE ALCOHOL AT THIS EVENT

Signed: _____ Date: _____

Lessor: _____

Rental Fee Paid \$ _____ Receipt Number _____ Date _____

Received By: _____