

AGREEMENT FOR USE OF JONESFIELD TOWNSHIP HALL

In consideration of the fees paid and promises herein set forth, the Jonesfield Township Board, on behalf of Jonesfield Township, Saginaw County, Michigan hereinafter called the "Board", does hereby grant permission to:

(name) _____ address : _____
 email : _____ phone number : _____, hereinafter called the RENTER, use of the Jonesfield Township Hall, Merrill, Michigan hereinafter called the Facilities starting at (time) _____ on (date) _____ until (time) _____ on (date) _____ for the purpose of: _____

Will there be: Alcoholic beverages? YES NO Music? YES NO Time music will play _____ to _____ Officer required? YES NO	Charge for hall \$ _____ Security guards \$ _____ Security deposit \$ <u>\$75.00</u> Total \$ _____ Down payment \$ _____ Balance due \$ _____
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This agreement for use is granted upon the following terms and conditions:

1. **Amount:** User agrees to pay the deposit noted above to secure the event date and the balance remaining prior to the rental of the Facilities. Deposit is due upon signing of this Agreement. If the rental is cancelled within 60 days of the event, the deposit will be forfeited.
2. **Damage to the Facilities:** RENTER shall not damage, mar or in any way deface the Facilities and shall not cause or permit anything to be done whereby the Facilities may be damaged, marred or defaced. RENTER agrees to be liable for all damages and should report all damages. Security deposit will be held until RENTER has made all repairs.
3. **Indemnification and waiver of Board and Jonesfield Township:** RENTER indemnifies and holds the Board and Jonesfield Township, Michigan, harmless of and free from any and all loss, liability, damage or injury to any person, persons or property arising from any cause or for any reason whatsoever in or about the Facilities during the term of the RENTER's use of the Facilities, including the adjacent sidewalks, driveways and parking lot. RENTER further agrees to waive all claims against the Board and Jonesfield Township, Michigan, on account of any loss, damage or injury from whatever cause which may occur to RENTER or RENTER's property in the use and occupancy of the Facilities. It is understood the giving of this indemnification and waiver is of the considerations upon which the Agreement is entered into.
4. **Alcohol: responsibility, indemnification and liquor liability insurance:** If alcohol is to be served at the Facilities, RENTER shall abide by the following terms and conditions:
 - A. RENTER or any individuals hired by the RENTER shall be solely responsible for the purchase of any alcohol, hiring of any individuals to serve alcohol, and securing of any license from the State of Michigan authorizing the sale of alcohol.
 - B. RENTER agrees to abide by all of the laws of the State of Michigan in connection with any sale of alcohol.
 - C. RENTER agrees not to allow alcoholic beverages to be served to persons under twenty-one (21) years of age.
 - D. Two security officers must be present whenever alcoholic beverages are served. RENTER must cooperate and give assistance to security guards to help keep things orderly and respectable. No alcohol shall be served after 1:00 a.m. and the building shall be vacated one-half hour later, at 1:30 a.m. When the music stops at any time other than 1:00 a.m., the security officers shall close the bar immediately and the building shall be vacated one-half hour later.
 - E. RENTER indemnifies and holds Board and Jonesfield Township, Michigan harmless of and free from any and all loss, liability, damage, or injury to any person, persons, or property arising from the sale of alcohol. It is understood this indemnification is part of the consideration upon which this Agreement is entered into.
5. **Compliance with law:** RENTER agrees to comply with all laws, ordinances, and rules of Jonesfield Township, County of Saginaw, State of Michigan, and the United States, applicable to the use of the Facilities.
6. **Violation of the law.** If at any time, RENTER's use of the Facilities violates a law, ordinance, or rules of the Township of Jonesfield, County of Saginaw, State of Michigan, or of the United States, RENTER shall either cease and desist from continuing such use or surrender the premises upon demand of the Board.
7. **No assignment.** RENTER shall not assign or transfer this Agreement or sublet any portion hereof without the written consent of the Board.
8. **Limitation of rights.** This Agreement grants to the RENTER no greater rights than expressly stated herein and specifically denies any right to the RENTER of possession or occupancy which would be contrary to the Michigan Liquor Control Act or any of the rules and regulations of the Michigan Liquor Control Commission.
9. **Rules and regulations.** RENTER agrees to comply with all the rules and regulations outlined below, it being understood that the rules and regulations are a part of this Agreement.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties.

JONESFIELD TOWNSHIP HALL RULES AND REGULATIONS

1. RENTER is expected to set up their own tables and chairs and then to take them down when the event is over, putting them on their racks and into the storage room. Put all trash in the garbage bags within the trash cans and place the bags in the dumpster at the rear of the building. When clearing the tables, dump left over beverages in the provided buckets or down the drain and not in the trash bags.
2. Kitchen is to be left as found. Cupboards and work surfaces are to be left clean. Stove is to be washed. Refrigerator is to be wiped out. RENTER is expected to clean up any major spills or messes throughout the building and restrooms. A mop and bucket is located near the walk-in cooler. The remainder of cleanup will be taken care of by our cleaning company.
3. Make sure water taps are turned off, toilets are not running, doors and windows locked, thermostat set at 60 degrees, lights turned off and keys left on the bar.
4. Recommended capacity of the hall is 400 persons.
5. Do not leave personal items in the hall. The Township is not responsible for lost or stolen items.
6. Decorations are allowed throughout the building, but can only be fastened to the walls and ceiling using 3M type fasteners or equivalent products that do not cause damage to the surfaces.
7. Renter must furnish their own glasses, pitchers and linen, etc. if needed.
8. If additional equipment is used, it must be removed from the hall the same night of your event, unless other arrangements have been made. This includes additional chairs, beer kegs, and personal items, etc.
9. Light switches are found inside the gray metal doors, to the right of the bar.
10. Bar is to be closed at 1:00 a.m. and the hall vacated by 1:30 a.m.
11. Only one key will be allowed per rental. Key pick up time is 9:00 a.m. on the day of your event.
12. Items for use in the hall: Approximately 400 chairs, 45 - 30"X96" tables, 4 - 60-inch round tables, 24 ft.X32 inch corkboard above the bar, walk in cooler (taps are furnished but you will need a CO2 tank with regulator), kitchen with refrigerator and 10 burner, double oven stove.
13. RENTER agrees that they will not stage any event in which fire or flame is involved without the prior approval of the Fire Prevention Bureau of the County of Saginaw.
14. During the term of this Agreement, RENTER shall be solely responsible for keeping the Facilities in a safe condition, free of dangerous conditions which may cause a hazard to the general public. Specifically, RENTER shall keep floors clean and dry at all times.

Signatures of the Parties

For Jonesfield Township Board
Larry Tibbits, Supervisor
tibbits.larry@gmail.com

Date

RENTER

Date