**2023 LEASE AGREEMENT OF FREDONIA TOWNSHIP PROPERTY**

LEASE AGREEMENT, made this date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between the Township of Fredonia, a municipal government; hereinafter designated “Lessor”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter designated as “Lessee”.

WITNESSETH:

Inconsideration of the covenants and conditions hereinafter contained, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Lessor hereby lets and leases unto the Lessee, the following described premises owned by the Township, for the following period or periods:
	1. Assembly Room with Kitchen [ ]
	2. Date of function: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Said premises may be used for meeting room and/or any family function, and for no other purpose, without the written consent of the Lessor.
3. The Lessee shall pay, in advance, 50% of the total Fee as rent thereof, (Circle DOWN PAYMENT choice below):

Down Payment $100.00

to help defray the cost of the upkeep and utilities of said premises. The down payment of 50% of the Rental Fee shall accompany this Lease Agreement. Make checks or money orders payable to: Fredonia Township.

1. The Lessee shall pay, prior to their event, the remaining 50% of the Fee when the Hall Access Key is picked up.
2. The Lessee will return the key to the Clerk, by placing them in the drop-box out front or in person during business hours on Tuesday or Thursday, immediately following their event.
3. The Lessee shall not assign, transfer or sublet this Lease on said premises, or any part thereof, without the written consent of the Township.
4. THE LESSEE AGREES TO SO CONDUCT ITS ACTIVITIES UPON THE PREMISES SO AS NOT ENDANCGER ANY PERSON LAWFULLY THEREON AND TO INDEMNIFY AND SAVE HARMLESS THE LESSOR AGAINST ANY AND ALL CLAIMS FOR INJURY TO PERSON OR PROPERTY (INCLUDING CLAIMS OF EMPLOYEES OF THE LESSEE OR ANY CONTRACTOR, SUB-CONTRACTOR, OR INVITEE) ARISING OUT OF THE ACTIVITIES CONTRACTED BY THE LESSEE, ITS AGENTS, MEMBERS OR GUESTS, OR INVITEES.
5. LESSEE SHALL COMPLY WITH ALL LAWS OF THE United States, of the State of Michigan and all ordinances, rules and regulations of the Township, and Lessee will not do nor suffer to be done anything on said premises in violation of any such laws, ordinances, rules and regulations.
6. Lessee agrees to take out and pay for any permit and licenses required by any governmental authority and to pay any tax, or taxes, including amusement tax, incidental to use of the demised premises under this lease.
7. The Lessor reserves the right to eject from the leased premises any person or persons deemed by it to be objectionable and upon exercise of this right by the Lessor. The Lessee waives any and all claims for damages against the Lessor.
8. The Lessee shall not admit to said premises more 125 person nor more than 150 persons for a meeting
9. The Lessee will permit no chair or moveable seat to be or remain in the passageways and will keep passageways clear at all times. No portion of the sidewalks, entries, passages, vestibules, hall or stairways, or access to public utilities of said property shall be obstructed by the Lessee, this includes the Fire Station area, or used for any purpose other than for ingress to and from the premises. The doors, stairways, or openings that reflect of shall not be covered or obstructed by the Lessee except with the prior written approval of the Lessor when necessary to provide proper lighting effects for performances. The Water closest or other water apparatus shall not be used by the Lessee, its agents or employees and guest for any purpose other than that for which they were constructed. Lessee shall not, without consent of the Lessor put up or operate any engine or motor inside the premises, or use oils bottled gas, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes.
10. Liquor, beer or wine may be served and /or consumed, but NOT SOLD, by Lessee in the building.
11. No provisions of this contract shall be waived or altered, except by writing endorsed hereon or attached hereto and signed by Lessor or its agents duly authorized, in writing, and by the person signing this agreement for the Lessee, or some other duly authorized agent of Lessee, writing. This agreement shall bind all persons claiming under the parties hereto in what so ever character or capacity, as fully as if they were in every instance herein named. The invalidity of any particular clause, provision or covenant be and remain valid in all respects as fully as the law will permit. This Agreement shall not be assignable without the prior written consent of the Lessor.
12. The Lessor shall have the right to terminate and rescind this agreement in its entirety or in part at the option of the Lessor immediately upon the happening of the failure by the Lessee to perform, keep and observe any of the terms, covenants, and conditions herein contained and attachments thereto, on the part of said party to be performed, kept and observed.
13. The cancellation or rescission of this contract shall not relieve the Lessee of any liabilities or obligations hereunder which shall have accrued prior to the effective date of cancellation or rescission.
14. It is agreed that Lessee shall not injure, mar, or in any manner deface said premises and shall not cause anything to be done whereby the said premised shall be in any manner injured, marred or defaced: and will not drive nails, hooks, tacks or screws into any part of said building, and will not make any alterations of any kinds therein, and that Lessee shall pay for or otherwise make good, or repair, all damage to the building and property of Lessor caused by Lessee, its agents, employees, guests or invitees during the tenure of this agreement.
15. Lessee may cancel this agreement, by written notice directed to Lessor at least 10 days in advance of the date scheduled for use by Lessee, in order to quality for refund of the Rental Fee. Failure to adhere to these conditions will result in forfeiture of the Rental Fees.
16. Any violations on the part of the Lessee, of any part of this agreement shall cause forfeiture of all fees and violator/s could be prosecuted.
17. The Fredonia Township Board, Fire Department and/or any of its Commissions or Boards, have first priority of use of the Assembly Room and/or Kitchen. The Township Boards has the authority to cancel a signed agreement if the facilities are needed for Township Business. Rental Fees paid by Lessee will be refunded to Lessee, in the case that the Township Board needs to exercise this section of this agreement.
18. Lessee(s) agree to defend, pay on behalf of, and hold harmless Lessor against any and all claims, demands, suits, losses, including all costs and attorney fees connected therewith, for any damage which may be asserted, claimed or recovered against or from lessor, its elected officials, employees, volunteers or all others working on behalf of Lessor, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of the alleged negligence of Lessor and/or is in any way connected or associated with this contract.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of receiving permission to BE RENTING the Fredonia Township Hall (hereinafter the “Activity”), I, on the behalf of myself hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (“COVID-19”) and have reviewed the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. I will adhere to CDC social distancing guidelines and all current executive orders regarding capacity.
3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities. I also agree to clean the hall after use according to CDC Guidelines which will be provided.
4. I acknowledge and fully assume and hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE Fredonia Township, it’s officers, agents, employees and assigns (the RELEASES”) from any liability related to COVID-19 which might occur as a result of my being on the premises and participating in the activities.
5. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorney’s fees, costs and disbursement, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named releases. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Michigan. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily on my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEN YOU LEAVE, DO NOT TAKE ANYTHING OUT OF THE BUILDING OR OFF THE PREMISES THAT YOU DID NOT BRING WITH YOU, EXCEPT MEMORIES OF A GOOD TIME!!!

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THAT DAY AND DATE AS WRITTEN BELOW:

LESSOR: **Fredonia Township Hall**

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE OF PAYMENT OF 50% DOWN PAYMENT DATE KEYS GIVEN TO LESSEE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PERSON TAKING FEE KEY COLOR & NUMBER PERSON HANDING OUT KEYS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PERSON SIGNING LEASE AGREEMENT

**HALL RENTAL FEES FOR FREDONIA TOWNSHIP ~ 2021-2022**

Assembly room w/kitchen $200.00