## 2025 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:

In consideration 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:
  - (a) Assembly Room with Kitchen  $\square$
  - (b) Date(s) of function:
- 2. Lessee shall not use premises before 8:00am or after 12:00am.
- 3. The Lessee shall pay prior to the event.
- 4. The Lessee will return the key to the Clerk, by placing it in the drop box out front or in person during business hours on the Tuesday immediately following the event.
- 5. The Lessee shall not assign, transfer or sublet this Lease on said premises, or any part thereof, without the written consent of the Township.
- 6. THE LESSEE AGREES TO SO CONDUCT ITS ACTIVITIES UPON THE PREMISES SO AS NOT TO ENDANGER 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, SUBCONTRACTOR, OR INVITEE) ARISING OUT OF THE ACTIVITIES CONTRACTED BY THE LESSEE, ITS AGENTS, MEMBERS OR GUESTS, OR INVITEES.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. Hall capacity is 125 people for a banquet and 150 people for a meeting.
- 11. 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. 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 closet or other water apparatus shall not be used by the Lessee, its agents or employees and guests, for any purpose other than that for why 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.

- 12. Liquor, beer or wine may be served and/or consumed, but NOT SOLD, by Lessee in the building.
- 13. No smoking in the building, or within 25 feet of any door.
- 14. 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 whatsoever 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.
- 15. 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.
- 16. 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.
- 17. 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 shell 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. This includes any tape marks on walls or ceilings.
- 18. 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 qualify for refund of the Rental Fee. Failure to adhere to these conditions will result in forfeiture of the Rental Fees.

- 19. 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.
- 20. 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 Board 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.
- 21. 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.
- 22. Fredonia Township is not responsible for any lost or stolen items. Any item left at the hall will be held for 15 days.

WHEN YOU LEAVE, DO NOT TAKE ANYTHING OUT OF THE BUILDING OR OFF THE PREMISES THAT YOU DID NOT BRING WITH YOU.

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

ESSOR: Fredonia Township Hall	
ATE:	
ESSEE:	
ADDRESS:	
PHONE #:	
ATE KEY GIVEN TO LESSEE	
EY COLOR & NUMBER OFFICE PERSONNEL	
have need and a mee to fallow the miles of the moutel	
, have read and agree to follow the rules of the rental	
greement.	
DATE:	
IGNATURE OF PERSON SIGNING LEASE AGREEMENT	_

## HALL RENTAL FEES FOR FREDONIA TOWNSHIP HALL 2025

Assembly room with Kitchen \$200.00

25% discount for 6 or more scheduled events per year

\$25.00 - Government agencies and non-profits Monday-Thursday