

AVERY TOWNSHIP
HALL RENTAL AGREEMENT
11010 McMurphy Rd, Atlanta, MI 49709
Mailing address: P O Box 665, Atlanta, MI 49709

IT IS HEREBY agreed by and between the Avery Township Board and The Renter named here:

_____ To all of the following:

The Avery Township Board hereby rents unto the Renter the following: Avery Township Hall and the use of the parking lot for parking only for the date of _____.

SAID PREMISIS may be used for _____ and no other purposes, without the written consent of the Board.

THE RENTER shall pay \$50.00 for the Avery Township Hall rental and a \$50.00 refundable deposit. The deposit will be refunded after the Hall and grounds are checked and found to be in satisfactory condition, in accordance with the guidelines in this Rental Agreement, after your event.

THE RENTER shall not transfer this Rental Agreement to anyone else.

THE RENTER notwithstanding the above, shall not use the premises between the hours of 11:00pm and 8:00am.

THE RENTER shall not allow sufficient noises as to disturb the peace and tranquility of neighbors and the adjoining the property owners.

THE RENTER shall not allow any smoking within or on the premises of Avery Township Hall property. If evidence of smoking is found on the premises of the grounds (IE: cigarette butts, etc.) the renter will forfeit their deposit.

THE RENTER shall not allow any parking on the lawn of the Hall and will ensure that all parking within the parking lot areas and roadway will follow common parking laws.

THE RENTER shall not attach tape or push pins or staples of any kind to the ceiling or window blinds. If tape is used on the paneled walls, it shall all be removed in your clean up or your deposit will be forfeited.

THE RENTER shall not remove the American Flag or the Michigan State flag or any of the signage or pictures hanging in the Hall.

THE RENTER shall not allow animals of any kind, unless it is a lawful certified service animal, into the Hall at any time. The Renter will also ensure that no animal ride or exhibition of live animals takes place in or on the premises as part of any activity.

THE RENTER shall be liable and responsible for all janitorial, maintenance and cleaning and to restore the Hall to the same condition as given for your use. All garbage and refuse shall be removed by the Renter. This must be done at the end of your event.

THE RENTER agrees to so conduct its activities upon the premises as to not endanger any person lawfully thereon and to indemnify the Board against any and all claims for injury to person or property arising out of the activities contracted by the Renter, it's agents, members or guests. **Initials**

THE RENTER shall comply with all laws of the United States and of the State of Michigan, and all ordinances, rules and regulations of Avery Township and the County of Montmorency, and the Renter will not do, nor suffer to be done, anything on said premises in violation of any such laws, ordinances, rules or regulations.

THE RENTER will not cause or allow beer, wine or any other liquors or alcohol or any illegal drugs of any kind to be used, sold or given away upon the premises except upon the expressed written consent of Avery Township. To have the written consent of Avery Township, a Certificate of Liability Insurance from the Renter's Insurance Company must be obtained showing that Avery Township is an additional Certificate Holder for the event, in an amount of no less than \$1 million dollars, for each occurrence. **Initials**

In addition, THE RENTER will show compliance with all laws and regulations relating to the consumption and sale of any alcoholic beverages of the State of Michigan, during the event. THE RENTER further agrees to take out and pay for any permits and licenses req any governmental authority and to pay any tax incidental to use the premises under this agreement for their event. **Initials**

THE RENTER shall not admit to said premises a larger number of persons that can safely and freely move about in the said area of the Hall, and in no case more than forty-eight (48) persons, and the decision of the Board in this respect shall be final. Forty-eight (48) is the legal amount for a standing event of people. For a sit down arrangement with tables, the Township has 3 tables and the Board table that can sit 6 or 8 people each, depending on how you set them up. The Township has 37 padded chairs that can used for the tables or as a meeting set up. If having a meeting type set up, the Township has an additional ten (10) folding chairs that can also be used. You will need to let the Township know prior to your meeting so they can be left out for you as they are not assessable without a key that you will not have access too.

THE RENTER shall not injure, mar or damage, nor in any manner, deface said premises, and shall not cause anything to be done whereby the said premises shall in any manner injure, mar, deface or damage; and will not drive nails, hooks, tacks or screw into any part of the said building, inside or outside, and will not make any alterations of any kind and that the Renter shall pay or otherwise make good on any missing items and all damage to the building. If there are any injuries, mars or damage to the inside or outside of the building or an item has been taken from the building that has a cost over the amount of the deposit collected by the Avery Township Board to repair, an invoice will be submitted to the Renter for reimbursement. **Initials**

THE RENTER shall not operate any engine or motor inside the premises or use any oils, bottled gas, kerosene, naphtha, propane or gasoline for either mechanical or other purposes.

THE RENTER needs to be aware that some limited supplies such as paper towels, hand soap and toilet paper are available, you will need to provide additional items as needed for your event. There is a single serve keurig machine, a microwave, stove/oven, fridge/freezer, broom, mop and bucket and a 33 gallon trash can for your use however you will need to provide a trash bag for the trash can. There are a limited amount of cleaning supplies at the Hall so may need to provide some cleaning items yourself. There are not any plates, cups, silverware, pots/pans or serving dishes or utensils. The Renter will need to supply all those items needed themselves.

Initials _____

The Avery Township BOARD reserves the right to eject from the premises any person or persons deemed by it to be objectionable and upon exercise of this right by the Board, the Renter waives any and all claims for damage against the Board.

The Avery Township BOARD shall have the right to terminate and rescind this contract in its entirety or in part at the option of the Board immediately upon the happening or the failure by the Renter to perform, keep and observe any of the terms and conditions herein contained on the part of the Renter to be performed, kept or observed.

THE RENTER may cancel this agreement, by written notice directed to the Avery Township Board and acknowledged by the Board, at least forty-eight (48) hours in advance of the date scheduled for the Renter's use for a full refund of their money except if at the time of the cancellation any liabilities or obligations which shall have accrued prior to the effective date of the cancellation or rescission by the Board on behalf of the Renter's event, the rental fee will be kept by the Board but the deposit will be refunded.

The Renter and the Avery Township Board have entered into this agreement and it was executed on this _____ day of _____, 20____.

Renter Signature

Address _____

Phone _____

Agent for the Avery Township Board Date

OFFICE USE Rental fee received date _____

Deposit fee received date _____

Deposit fee refunded date _____

This Rental Agreement was Adopted and Approved by the Avery Township Board May 7, 2024