

Wheatland Township Rental Agreement

201 S. Sheridan Ave. Remus MI 49340 (989) 967-8252

Rental Rates 2023 For:

Wheatland Township Hall 201 S. Sheridan Ave. Remus MI 49340

Wheatland Township Park Pavilion 2863 Charles St. Remus MI 49340

ALL RENTALS REQUIRE:

\$50 DATE DEPOSIT (will apply to rental fee)

\$100 CLEANING DEPOSIT (will be reimbursed after inspection of hall personnel)

(With the exception of Funeral Dinners)

Funeral Dinners: FREE Residents/\$50 Non-Residents

Benefits: FREE Residents/\$50 Non-Residents

\$100 Rental Fee Residents/\$150 Non-Residents

Fundraisers, Business Meetings,
Birthdays, Anniversaries, Reunions,
Bridal/Baby Showers/etc.,
Family Holiday Gatherings,

Must Request Day before

Set-Up \$50

Weddings/Receptions: \$375 Residents/\$425 Non-Residents

Your Rental Fee Includes from Friday Noon-Sunday 1:00 a.m.

***Alcohol at any event requires**

A Certificate of Liability Insurance = \$1,000,000*

Picnic Table Rental: \$2.00 each (Green Tables by the Brown Barn)

Wheatland Township Pavilion Rental Agreement
2863 Charles St. Remus MI 49340

This Rental Agreement between _____
And The Wheatland Township Board, is agreed to by both parties.

This agreement is for the use of the Wheatland Township Park Pavilion. This area is rented as is because it is entirely outside and subject to weather and other conditions beyond our control.

The renter agrees to defend, indemnify, and hold harmless Wheatland Township (it's board members, employees and agents) from any claim against or from Wheatland Township due to any damage to property, bodily injury, or death that arises out of or in any way connected with or related to this event.

The contract shall NOT be transferred, assigned, or sublet in whole or part. The township board can restrict usage of any area if it is determined usage would cause damage to the general operations of the facilities.

Wedding Events and ANY event with alcohol will require an ADDITIONAL Certificate of Liability Insurance (\$1 MILLION).
All other events require a HOLD HARMLESS AGREEMENT to be signed by Renter.

The **RENTAL FEE** for your event is _____

The **DEPOSIT** for your event is _____

Total **Amount Due** is _____

THIS CONTRACT, PROOF OF INSURANCE, AND PAYMENT IS DUE ON OR BEFORE:

I, _____, have read, understand, and agree to abide by the above terms.

Lessee/Date _____

Lessor/Date _____

Wheatland Township Hall Rental Agreement
201 S. Sheridan Ave. Remus MI 49340

Funeral Dinners

This Rental Agreement between _____, and the Wheatland Township Board, is agreed to by both parties.

This contract shall not be transferred, assigned, or sublet in whole or part. The hall/park shall be subject to inspection at any time. The Township Board can restrict areas of usage if it is determined usage would cause damage to the general operation of the facilities.

The renter agrees to defend, indemnify, and hold harmless Wheatland Township (it's board members, employees and agents) from any claim against or from Wheatland Township due to any damage to property, bodily injury, or death that arises out of or in any way connected with or related to this event.

This agreement is for the use of the Wheatland Township Hall or Park Pavilion for the sole purpose of a FUNERAL DINNER.

The RENTAL fee for this event is _____.

Will alcohol be consumed? YES or NO

If YES \$1 MILLION A **Certificate of Liability Insurance** is required.

All other events require a HOLD HARMLESS AGREEMENT to be signed by Renter.

Maximum Hall Capacity is 200 Guest.

I, _____, have read, understand, and agree to abide by the above terms.

LESSEE/DATE _____

LESSOR/DATE _____

This Contract, proof of insurance and payment must be returned before Key Code will be issued. Clean-Up after themselves and leave the building in the same condition or better than when they arrived. Any damages to the premises and or equipment will be the responsibility of the Renter.

Wheatland Township Rental Agreement

201 S. Sheridan Ave. Remus MI 49340 (989) 967-8252

Hold Harmless Clause

To the furthest extent permitted by law, _____

Agrees to defend, pay on behalf of, and hold harmless Wheatland Township against any, and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed, or recovered against or from Wheatland Township, elected officials, employees, volunteers, or others working on behalf of Wheatland Township, by reason of personal injury, including bodily injury and death. As well as, any property damage, including loss of use thereof, which arises out of the alleged negligence of the lessee, and or in any way connected or associated with this contract.

By signing this contract below, the Renter/User is agreeing to not have/serve any alcohol on the premises during their event.

Renter/User Signature & Date _____

Wheatland Township Representative & Date _____

Wheatland Township Rental/Lease Agreement

201 S. Sheridan Ave. Remus MI 49340 (989) 967-8252

This Lease agreement, made on this day, _____, by and between _____ (Responsible Party), hereinafter designated as "Lessee" and Wheatland Township Board, A Municipal Corporation, hereinafter designated as "Lessor" Witness to: In consideration of the covenants and conditions hereinafter contained, IT IS HERBY AGREED by and between the parties hereto as follows:

The Wheatland Township Board hereby lets and leases the following premises owned by Wheatland Township for the following period(s)

_____ The Wheatland Township Hall
201 S. Sheridan Ave Remus MI 49340

_____ The Wheatland Township Park Pavilion
2863 Charles St. Remus MI 49340

THE EVENT WILL TAKE PLACE:

From _____ O'Clock AM/PM on _____, 20____
Until _____ O'Clock AM/PM on _____, 20____

The Sole Purpose of this event is _____
(Benefit Dinner/Family Event/Fundraiser/Wedding/Reception/Business Mtg.)

And shall be used for **NO** other purpose without written consent of the Wheatland Township Board.

This event requires a date deposit of \$50 to reserve the premises and is due and payable at the time of reservation. The Lessee shall pay the Rental Fee due of _____ At least 2 weeks prior to the rental date (Which will include a \$100 cleaning fee). The deposit will be returned by mail to the Lessee within 2 weeks of the rental date (MINUS any

deductions for damages, fees, or loss).

Please make checks payable to WHEATLAND TOWNSHIP

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PLEASE NOTE: *Wheatland Township does NOT carry any type of insurance for any of your property or that of your guests*

INSURANCE REQUIREMENTS:

Will ALCOHOL be served/consumed on the premises during your event? Yes No

ALL WEDDINGS/RECEPTIONS AND/OR ANY EVENT WHERE ALCOHOL WILL BE CONSUMED
PLEASE NOTE: CONSUMPTION OF ALCOHOL IN THE PARKING LOT IS STRICTLY PROHIBITED!!!
Lessee shall procure and maintain Bodily Injury Insurance (including death and property

damage) with a combined liability limit of at least One Million \$1,000,000. Such insurance shall insure, on an occurrence basis against all liability of the renter, it's employees, and agents arising out of or in connection with operations of the renter.

IN ADDITION the Lessee shall also procure all appropriate licenses as needed and provide a **A Certificate of Liability Insurance**. The Lessee shall provide to the Lessor a certificate of insurance evidencing the coverage required by this paragraph Two Weeks in advance of the event that is to be held.

OTHER EVENTS

The Lessee shall acquire and complete a Hold Harmless Agreement to cover the Insurance required for your event. There may be **NO** alcohol at your event.

The Lessee agrees to take out and pay for any permits and/or licenses required by any governmental authority and to pay any taxes including Amusement Tax incidental to the use of the demised premises under this lease.

The Lessee agrees: TO CONDUCT ITS ACTIVITIES UPON THE PREMISES SO AS NOT TO ENDANGER ANY PERSON LAWFULLY THERON AND TO INDEMNIFY AND SAVE HARMLESS WHEATLAND TOWNSHIP AGAINST ANY AND ALL CLAIMS FOR INJURY TO PERSONS AND/OR PROPERTY (INCLUDING CLAIMS OF EMPLOYEES OF THE LESSEE OR ANY CONTRACTOR, SUBCONTRACTOR, OR INVITEE) ARISING OUT OF THE ACTIVITIES CONTRACTED BY THE LESSEE, IT'S AGENTS, MEMBERS, GUESTS, OR INVITEES.

The Lessee shall be liable and responsible for ALL clean-up necessary to restore the premises to an equal to or better condition than prior to the activity. The Lessor will provide 2 garbage bags for each can, Full bathroom tissue in every stall (2 women's/1 men's), and paper towel dispenser will be full at time of rental. ANY ADDITIONAL ITEMS needed during the activity, will be the sole responsibility of the Lessee. ALL table covers, decorations, and TRASH must be removed by the Lessee.



The Lessee shall not injure or mar, or in any manner deface said premises and shall not cause anything to be done whereby the said premises shall in any manner be injured, marred, or defaced. Lessee will NOT drive nails, hooks, tacks, or screws into ANY part of said buildings. Lessee will NOT make any alterations of any kind therein and Lessee shall pay for or otherwise make good or repair all damage to the building and/or property caused by the Lessee, it's agents, employees, guests, or invitees during tenure of this contract

The Lessee shall not admit to said premises a larger number of persons than can safely and freely move about in said areas. **THE MAXIMUM HALL CAPACITY IS 200 PEOPLE.** The Lessee shall not obstruct in any way any sidewalk, entry, passageway, vestibule, or access to public utilities. The doors, stairways, or openings that reflect or allow light into the building, radiators, and/or house lighting shall not be covered or obstructed by the Lessee except with the prior written approval of the Wheatland Township Board. Lessee shall not (without written consent of the Wheatland Township Board). Put up or operate any engine or motor on the premises or use oils, bottle gas, camphene, macphene, kerosene, naphtha or gasoline for either mechanical or other purposes.

The Lessor reserves the right to eject from the leased premises any person(s) deemed by the Lessor to be a menace. Upon exercise of this right by the Lessor the Lessee waives any and all claims for damage against the Lessor.

The Lessor will make every effort to ensure that all mechanical and/or electrical components are in working order before the date of lease. If there are mechanical/electrical failures that cannot be fixed BEFORE the day and time of the lease that cause the Lessee to cancel the lease, ALL deposits and/or rental fees will be returned to the Lessee. In the event of any mechanical/electrical failures DURING the event, the Lessor will make a reasonable attempt to repair such mechanical/electrical device back to working condition, however, **there will be NO Return of rental and/or deposit fees at this point.**

This contract may not be reassigned, transferred, or sublet without the prior written consent of the Wheatland Township Board. This agreement shall bind all persons claiming under the parties hereto in whatsoever character or capacity, is fully as if they were in every instance herein named. The invalidity or any particular clause, provision, or covenant herein shall not invalidate the remainder of this agreement, but the same shall be and remain valid in all respects as fully as the law will permit.

The Lessor reserves the right to terminate or rescind this contract in entirety or in part at the option of the Wheatland Township Board immediately upon the happenings of the failure by the Lessee to perform, keep, and observe any of the terms, covenants, and conditions herein contained on the part of said party to be performed, kept, and observed.

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. The Lessee may cancel with FULL REFUND of deposit by sending a written notice to the Lessor at least 60 DAYS in advance of the lease date. The Lessee may cancel with one-half refund of deposit by sending a written notice at least 30 DAYS in advance of the lease date. NO refund of deposit will be returned to the Lessee if the lease is canceled within 30 DAYS of the lease date.

Rental and Deposit Fees are subject to change if leased more than SIX MONTHS In advance. Other terms of this contract may be subject to change upon 90-day notice to Lessee

I, _____, (Lessee) have read, understand, and agree to abide by all of the above terms of this Rental/Lease Agreement.

LESSEE

Date

LESSOR

Date

INDEMNIFICATION AGREEMENT

I, _____, (Lessee) agree to defend, indemnify, and hold harmless Wheatland Township of Remus, Michigan: Its Officers, Employees, and Agents from any and all claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered against or from Wheatland Township (Its Officers, Employees, and Agents) by reason of any damage to property, bodily injury, or death that arises out of or is incident to or in any way connected with or related to the event.

Lessee Signature: _____
—

Date: _____
Date: _____

Lessor Signature: _____
—

After your event, your deposit will be mailed back to you (minus any fees/damage)
Please list the Name and Address of where the deposit should be sent. Thank you!

Name _____

Address _____

