

**REQUEST FOR USE OF SOMERSET TOWNSHIP BUILDING/GROUNDS
SOMERSET CENTER COMMUNITY ROOM BUILDING LEASE**

Responsible Individual/Organization _____

Mailing Address _____

Date (s) Requested _____ Hours _____

Description of Events _____ Number Expected _____

Driver's License _____ Phone _____

Return this form to: Somerset Township Clerk's Office
12715 E. Chicago Road, Box 69, Somerset Center, Michigan 49282

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 20_____

By and between the Township of Somerset, a Municipality, hereinafter designated Lessor and
_____ hereinafter designated as Lessee.

WHEREINAS:

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 of Somerset for the following period:

(DATE and TIMES)

2. Said premises may be used for _____
3. The Lessee shall pay, in advance, and prior to confirmation, as rent thereof, the sum of _____ to help defray the cost of maintenance, utilities, and upkeep on premises, and a security deposit of _____ to be used for damages by the Lessee to the premises, should they be incurred.
4. Lessor and Lessee agree that the Lessee has exclusive possession, use and control of the facility and/or grounds herein named on the dates named at the time named and that Lessee is therein responsible for all activities or actions, or lack thereof, during the period of this Lease.
5. Lessee shall be liable and responsible for all janitorial, maintenance and cleaning personnel and materials necessary to restore the facility to an equal or better condition than prior to the use of the facility.

- 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 ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES OF THE LESSEE OR ANY CONTRACTOR OR INVITEE) ARISING OUT OF THE ACTIVITIES CONTRACTED BY THE LESSEE, ITS AGENTS, MEMBERS OR GUESTS, OR INVITEES. IF LIQUOR IS SOLD DURING LESSEE'S USE OF THE PREMISES, LESSEE SHALL PROCURE APPROPRIATE LICENSES AND INSURANCE COVERAGE INSURING THE TOWNSHIP AND FURNISH LESSOR WITH COPY OF INSURANCE CONTRACT.**
- 7. The 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 or regulations.
- 8. Lessee agrees to take out and pay for any permits and licenses required by any Government authority and to pay any tax or taxes, including amusement tax, incidental to the use of these premises under this Lease.
- 9. The Lessee shall not assign, transfer, or sublet this Lease on said premises, or any part thereof, without the written consent of the Township.
- 10. Cancellation must be received in writing at least fifteen (15) days prior to event for full refund.
- 11. Deposit will be refunded, by check made out to Lessee, and sent out on the third (3rd) Friday after the third (3rd) Thursday of the month, after the event date.
- 12. Key can be obtained from the Clerk's office on the last working day prior to the event and returned the first working day after the event (if event is on a Saturday or Sunday, the first Monday after that Sunday)

Witness for Lessee

Lessee

Witness for Lessor

Lessor (For the Township of Somerset)

This Section for the Use by Clerk's Office Only

Approval Date _____ By _____ Recorded _____

Use Fee _____ Security Deposit _____ Waiver _____

Check Number _____ Clerk's Receipt Number _____

Copies to: _____

Date Key Returned _____ Date Deposit Refunded _____

Cancelled Date _____ Check Number _____ Account Number _____