

## COMMUNITY ROOM LEASE AGREEMENT

THIS MEMORANDUM WITNESSETH that the Village of Michiana, of 4000 Cherokee Drive, Michiana, Michigan, hereinafter designated as the "Owner", do hereby contract to \_\_\_\_\_ of \_\_\_\_\_, hereinafter designated as the "Responsible Party", the use of the Village Hall of said Village on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ am / pm for the purpose of \_\_\_\_\_.

The Responsible Party hereby hires the "Community Room" of the Village Hall for a time period aforesaid and covenants:

1. To pay the Village a use fee for said Community Room set forth in the application upon approval by the Village Council. In the event the fee is not paid within seven (7) days of approval, this Agreement shall be void. If the event is canceled at least four (4) weeks prior to the date, a refund of \_\_\_\_\_% shall be given. Any later cancellation shall forfeit the rental.
2. To use and occupy the said premises only for the purposes set forth in the application.
3. To keep the premises in accordance with all police, sanitary, and other regulations imposed by the Village Council.
4. To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the hall tending to reduce liability, fire hazards, and insurance rates.
5. To keep the Community Room, including the equipment and fixtures of every kind and nature, during the time period of use in good condition and free from breakage, damage, or waste. Responsible Party assumes full responsibility for all damages arising from said use. All decorations shall be approved by the Village. Nothing shall be taped, tied, tacked, or otherwise affixed to the walls or the ceiling of the hall without the prior approval of the Village Clerk.
6. If the hall becomes wholly untenable through damage or destruction by fire prior to the date of this agreement, this agreement shall be void and a full refund shall be made.
7. Responsible Party shall be responsible for arranging and paying for all services required in connection with the use of said hall.
8. That Village and its agents shall have the right at all reasonable times during the time period of this agreement and any extended time to enter the hall for the purpose of inspecting the hall.
9. Responsible Party shall assume the responsibility to insure the safety of guests. The Village shall keep the hall insured against loss or damage by fire or accident.

10. **“Non-for-Profit Organization”** shall obtain a special event one-day liquor license through Michigan Liquor Commission if there will be alcohol sold during the event. You are also required to provide proof of Liquor Liability insurance with a minimum limit of \$1,000,000 that names the village as an additional insured. **“Private Party”** shall be required to provide proof of Host Liquor Liability with a minimum limit of \$1,000,000 that names the village as an additional insured if they will be serving alcohol during their event.

**HOLD HARMLESS CLAUSE:**

The \_\_\_\_\_ agrees to defend, indemnify and hold harmless the Village of Michiana from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from \_\_\_\_\_ by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the \_\_\_\_\_, or by third parties, or by the agents, servants, employees or factors of any of them.

11. The covenants and conditions herein shall bind the heirs, representatives, guests, and assigns of the Village and the Responsible Party.

Signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**WITNESS:**

**VILLAGE OF MICHIANA “Owner”**

\_\_\_\_\_

BY: \_\_\_\_\_  
ITS: CLERK

\*Please sign below that you have read and understand the above terms.

\_\_\_\_\_

\_\_\_\_\_  
Responsible Party