

# TOWNSHIP OF WELLS

Tuscola County

## Hall Rental Agreement

Wells Township is pleased to make available its hall for use by the public. The use of the Township hall is available on first come, first serve basis. Any individual, group, or organization that completes this agreement may use the hall if the proposed use is approved. You and/or your group's use of the Township hall described in this agreement are subject to the terms and provisions of this agreement as well as all laws, rules and regulations of the State of Michigan, County of Tuscola, and the Township of Wells.

Today's Date: \_\_\_\_\_ Date of Rental: \_\_\_\_\_

Person or Organization Responsible for Hall Rental: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number(s): Cell \_\_\_\_\_ Home \_\_\_\_\_

Type of Event: \_\_\_\_\_

**A LETTER FROM YOUR INSURANCE AGENT EXTENDING YOUR HOMEOWNERS LIABILITY INSURANCE, INCLUDING PROPERTY DAMAGE TO THE WELLS TOWNSHIP HALL, IS REQUIRED IN OUR OFFICE TWO WEEKS BEFORE YOUR EVENT. THIS INSURANCE COVERAGE MUST BE FROM THE PERSON OR ORGANIZATION THAT IS RESPONSIBLE FOR THE HALL RENTAL (PERSON SIGNING THIS AGREEMENT).**

**Agreement:** The person or organization named above, hereafter called "Tenant", hereby rents from the Township of Wells the Wells Township Hall, hereafter called "Hall". The tenant shall pay a rental fee as follows:  
Township resident and/or township tax payer \$150 plus \$150 refundable deposit  
Non-resident/taxpayer \$200 plus \$150 refundable deposit; and  
Agrees to abide by all rules set forth. At the time of execution of this hall rental agreement, the Tenant shall pay \$50 of the deposit to reserve the date and the balance due (\$100) plus the rental fee will be paid two (2) weeks before the rental date.

**Funerals:** A funeral luncheon rental for a township resident/tax payer is free. The Township reserves the right to ask for proof of residency. The property and liability insurance and the \$150 deposit are still required and will be returned in the same manner as a rental.

**Deposit:** The deposit is security for performance of all of the terms and provisions of this agreement. Upon full performance by the Tenant of all of the obligations due under this agreement, the deposit shall be returned to the Tenant. The deposit does not bear interest. The primary reason for retaining a deposit is to make sure that the Tenant returns the Hall to its original condition prior to the use of the Hall. Any breach of any of the terms and provisions of this agreement may result, in Wells Township's discretion, in the complete forfeiture of the entire deposit. In addition, the forfeiture of the deposit shall not prevent Wells Township from taking any legal action that may be necessary to recover any costs and damages incurred as a result of the Tenant's use of the Hall.

**Cancellation:** The tenant must notify Wells Township thirty (30) days prior to their event of a cancellation or they will forfeit their \$50 deposit.

**Rules:** The Tenant and any other person acting under the authority of, guest of, agent of or employee of or in concert with the tenant shall abide by rules of Wells Township, posted in the hall and attached to this agreement, concerning use and cleanup of the Township Hall.

**Liability:** Wells Township shall not be responsible for any damage to, loss of, or destruction of any items of property of the Tenant or any person acting under the authority of, guest of, agent of or employee of or in concert with the Tenant. The Township also shall not be liable for any damages of any kind in the event the hall becomes unusable by the tenant for whatever reason. The township shall not be accountable or financially responsible for any unforeseen circumstances that may arise on the Tenant's rental day.

The Tenant agree to indemnify and hold harmless Wells Township and its officials, appointees, and employees from any and all loss, cost, damage or expense arising out of injury to any person or damage to any property whosoever or whatsoever.

**Security:** The Tenant shall take all precautions necessary to protect any person coming into the Hall or upon the premises during any time of possession, use or misuse of the Hall by the tenant or any other person acting under the authority of, guest of, agent of employee of or in concert with the tenant from injury, and when necessary, to keep signs posted and persons posted so as to properly protect such persons. The Tenant shall comply with all building and sanitary laws and all state, county, and township rules, ordinances and regulations

**Property:** The Tenant shall be responsible to pay for repair of any damage, other than ordinary wear and tear, caused to the Hall while being used by the tenant or any other person acting under the authority of, guest of, agent of, employee of or in concert with the tenant.

**Insurance:** The Tenant shall obtain and provide to Wells Township general liability insurance in the amount of \$1,000,000 coverage. A certificate of insurance from your

insurance company stating your have \$1,000,000 general liability plus property damage on your homeowner's policy and extending the coverage to the Wells Township Hall for the day of your rental or proof of insurance that general liability plus property damage has been purchased for the day of your rental covering the Wells Township hall. The person or organization signing this agreement as the Tenant shall be the person or organization obtaining and providing general liability insurance.

**Possession:** Wells Township shall provide the Tenant access to the Hall the evening before their rental for decorating and storing food only. The parties agree that access to the Hall must depend on availability of the Hall and Wells Township agrees that access to the Hall shall be provided to the Tenant no later than the entire day of the rental day. If the Tenant is able to decorate and store food the evening before their rental day then the Tenant shall get insurance coverage for both the day before and the day of their rental day. The Tenant will not hold Wells Township responsible if something beyond the townships control happens and the Tenant cannot use the hall. If this shall happen, all rental fee and deposit will be returned.

**Occupancy:** The Hall has a maximum occupancy of 100 people.

**Keys:** As the Tenant leaves the building they shall leave the key in the drop box and make sure all doors are locked.

**Sub-agreements:** The Tenant shall not assign, transfer or sublet this agreement or any part thereof, without the written consent of Wells Township.

I, the undersigned do hereby acknowledge, represent, and warrant that I have read the above terms and provisions of this agreement, that I understand them, and that I agree to abide by the terms, conditions and rental rules attached to this agreement.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

For Township Use Only

Resident: Y N    Date scheduled \_\_\_\_\_    Rental Amount: \_\_\_\_\_  
Deposit Amount: \_\_\_\_\_    Date Deposit Paid \_\_\_\_\_    Deposit Balance \_\_\_\_\_  
Balance Paid \_\_\_\_\_    Insurance Y N

## TOWNSHIP OF WELLS HALL RENTAL RULES

1. Not to bring, consume or sell alcoholic beverages on the premises.
2. To use only the community room, kitchen facilities and restrooms.
3. To clean the premises at the scheduled times.
4. Not to attach posters or signs to the building (inside or outside). Do not use staples or tacks on tables. Tape may be used on tables, but must be removed. The use of tacks, staples, masking tape or scotch tape on any surface is forbidden.
5. To clean and return all township property to designated storage spaces.
6. When setting up tables and chairs, please do not block the exits.
7. The use of rice, glitter, sparkles, jelly or jellied substances is forbidden.
8. The stove, refrigerator, microwave and all countertops must be cleaned. Please leave it as you found it.
9. All spills on floors must be damp mopped up.
10. Kitchen and bathroom floors must be swept and mopped at the end of your rental day and the community room must be vacuumed.
11. No candles.
12. No pets on premises except helper dogs.
13. No smoking indoors.
14. Do not park on lawn on the West side of the Hall.
15. All functions end at 11:00pm. This includes clean up time.
16. A first-aid kit is available in the kitchen.
17. The area around the Township Hall is residential. If there are complaints, you will be asked to quiet down. If you do not, persons responsible will be asked to leave the Township Hall.
18. If you leave the Township hall in a mess we will keep all of your deposit to pay for clean up.
19. The Tenant shall be held responsible for any and all breakage, damages and theft of any and all furnishings and equipment in and out of the Township Hall. Not following the rules listed above could result in loss of your deposit.

I, the undersigned do hereby acknowledge, represent, and warrant that I have read the above terms and provisions of this agreement, that I understand them, and that I agree to abide by the terms, conditions and rental rules attached to this agreement.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date