

City of Mc Bain Community Room
9478 S. Morey Road, Mc Bain, MI 49657
Community Room Lease Agreement

(Lessee must be a current resident of the City of Mc Bain or a current employee of a business located within the City of Mc Bain geographical boundaries)

This Lease Agreement is made this ____ day of _____, 20____, by and between the City of Mc Bain, Michigan, a Home Rule City, hereinafter designated as "Lessor", and the Leasing Party _____, hereinafter designated "Lessee". The Lessee shall be the responsible contact person for the purposes of this Lease Agreement. Contact phone # _____.

The Clerk shall represent the City and be responsible to sign the lease, collect rent and deposits in advance, and arrange for the access to the Community Room. The Community Room shall be made available to the Lessee at the time stated as the beginning of the lease and shall no longer be available after the stated ending time of the lease. Further, the Clerk shall be responsible to follow up with Lessee after the event within 24 hours to inspect the facility for proper cleanup and possible damage, and refund the deposit as applicable. No keys to the building or to the Community Room shall be given out to any Lessee. The Clerk shall report to the City Council each month concerning Community Room rentals for the preceding month and shall advise the Council of upcoming leases. The Clerk shall also maintain a Community Room rental calendar at the City Hall, and no reservation is confirmed until both the Rent and Deposit checks have been received by the Clerk.

WITNESSETH:

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 Community Room, Catering Kitchen and adjoining restrooms at the City of Mc Bain City Hall located at 9478 S. Morey Road, Mc Bain, Michigan 49657.
2. The term of this lease shall begin on the ____ day of _____, 20____, at ____ (A.M./P.M.) and end at ____ (A.M./P.M.) Community Room is available for lease only during the hours of 7:00 a.m. through 11:00 p.m.
3. Said premises may be used for a meeting and/or _____, and for no other purpose, without the written consent of the Lessor. Any activity that increases risks such as overloading the meeting room with people beyond capacity, overloading electrical circuits with equipment, permitting intoxicated persons on City premises, is strictly prohibited.
4. The Lessee shall pay, in advance a security deposit as listed in #5 below. This deposit shall be a separate check retained to assure proper cleanup of the facility immediately after the event, and to help offset any damages incurred as a result of this lease. Cleanup must occur immediately after the event and trash put in the dumpster located in the parking lot or taken home with you, unless otherwise stipulated in this agreement. Refund of security deposit will be made if in the opinion of the Lessor, satisfactory cleanup has been made, and if there are no damages. Any damages to the facility or equipment will be reimbursed in full by Lessee to the Lessor immediately after event. Lessee may obtain a renters insurance policy at their own expense. Any violation of terms of this lease agreement, including items on the Lessee Checklist, may be grounds for the loss of any or all of the Security Deposit, as well as removal of the Lessee from future leasing of the space.

5. The Lessee shall pay, in advance, by check or money order for rent and deposit, made out to the City of Mc Bain, the sums listed below , to help defray the cost of maintenance, utilities and upkeep of said premises:

Rental Amount: \$100.00 Deposit Amount: \$150.00 Total Amount: \$250.00

Rental, Deposit and separate Lease is required for each date included in the event.

The maximum capacity for the hall at any one time is 128 people, according to fire code regulations. The City has 128 chairs and 22 tables for event use. Capacity applies to all events, including open house style events.

6. The Lessee shall not assign, transfer or sublet the premises in the lease, or any part thereof.
**The Lessee is responsible for filling out the lease agreement and submitting two personal checks or Money Orders for rental fee and deposit . **Both rental/deposit checks/money orders will be cashed upon receipt and the City will return the deposit amount in a check to the Lessee with rental receipt via postal mail as long as all terms of the lease and all Lessee Checklist items have been complied with, in the opinion of the Lessor.
7. Lessee shall be liable and responsible for all janitorial, maintenance, cleaning and setup personnel necessary to prepare the premises for the scheduled activity and to restore the facility to an equal or better condition than prior to rental, immediately following the activity.
8. Lessee is responsible to assure that the City premises remain a smoke free, tobacco free, and alcohol free environment. No alcohol shall be served or allowed to be consumed anywhere on the premises. Individuals may only smoke in their vehicles. Further, no grape or red punch/drink shall be served because of potential damage to the carpeting.
9. Tables, Chairs and other City equipment shall not be removed from the building. Further, when these items are used in the Community Room, they shall be returned to where they were found before the event, unless otherwise discussed with the Clerk.
10. There shall be no charge for the use of this facility by the City Council or its subsidiaries, for official functions of the City.
11. At no time shall political signs be allowed on City property or within its facilities.
12. The City has the responsibility to remove snow from the City Hall premises during the winter months. The Lessee will be responsible for keeping snow removed from sidewalks, if needed, while using the Community Room.
13. The Lessee agrees to conduct its activities upon the premises so as to not endanger any person lawfully thereon and to indemnify and save harmless the Lessor against any and all claims of injury to a person or property (including claims of any invitee) arising out of the activities contracted by the Lessee, its agents, members, guests, or invitees.
14. Lessee shall comply with all laws of the United States, the State of Michigan, and all ordinances, rules and regulations of the City of Mc Bain, and Lessee shall not commit nor suffer to be committed, anything on said premises in violation of any such laws, ordinances, rules and regulations.

Amount of Rent Received _____

Amount of Deposit Received _____

Lessee Signature: _____ Date: _____

City Clerk Signature: _____ Date: _____

____ Lessee Initials – I have received a copy of the Check List for Lessee to Keep

City of Mc Bain, Michigan
9478 S. Morey Road
Mc Bain, MI 49657

****CHECK LIST FOR LESSEE TO KEEP****

1. _____ **NO ALCOHOL IN THE CITY HALL AND/OR COMMUNITY ROOM OR ON CITY HALL GROUNDS.**
2. _____ No smoking in the City Hall and/or Community Room. Smoking allowed on the City Hall grounds **ONLY** in designated **outside** areas where ash cans are located.
3. _____ Be sure all windows and doors are securely closed when you leave.
4. _____ No tape or push pins allowed on the walls. Make sure all tables and chairs are clean before returning to storage. Any damage will be deducted from your deposit.
5. _____ Bring all trash to the dumpster located in the parking lot of the City Hall.
6. _____ Lessee may be responsible for own shoveling of sidewalks/doorways as needed for entering and exiting Community Room.
7. _____ Make sure the catering kitchen is clean before you leave. Supply and use cutting boards as needed to protect counter tops. **No red/purple-colored drinks are allowed.**
8. _____ Make sure all lights are turned off when you leave.