

Lease Agreement, made on this _____ day of _____, 20____, by and between the Village of Goodrich, a municipal corporation, hereinafter designated "Village" and _____,

Hereinafter "Lessee" must be a Village of Goodrich resident that is 18 years old or older.

WITNESSETH:

In consideration of the covenants and conditions hereinafter contained, it is hereby agree by and between the parties hereto as follows:

1. The Village lets and/or leases unto the lessee, the following described premises owned by the Village, for the following period or periods:

A: the Village of Goodrich Community Room

B: On the _____ day of _____, 20____ from _____ O'Clock

To _____ A.M./P.M. Or every _____ beginning _____

20____ thru _____, 20____.

ROOM CAPACITIES: COMMUNITY ROOM: 48 people

2. Said premises may be used for a meeting room and family gatherings such as Birthdays, Holidays (not on the holiday, and for no other purposes without written consent of the Village. An Adult must be present at all times.
3. The lessee shall pay, in advance, as rent thereof, the sum of \$100.00 to help defray the cost of maintenance, utilities and upkeep of said premises. \$50.00 will be refunded subject to the approval of the authorized agent if the said room is cleaned satisfactorily.
4. The lease shall not assign, transfer or sublet this lease on said premises or any part therefor, without the written consent of the Village.
5. Where no staff or labor is to be furnished by the Village. Lessee shall be liable and responsible for all janitorial, maintenance and cleaning personnel necessary to prepare the premises for the scheduled activity and necessary to restore the same to an equal or better condition than prior thereto immediately following such activity.
6. The lease agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon and to indemnify and save harmless the Village against any and all claims for injury to person or property (including claims of employees of the lessee or any contractor, subcontractor or invitee) arising out of the activities contracted by the lessee, its agents, members or guest, or invitees.
7. Lessee shall comply with all laws of the United States, of the State of Michigan and all ordinances, rules and regulations of the Village and Lessee will not do nor suffer to be done anything on said premises in violation of any such laws, ordinances rules and regulations.
8. Lessee agree 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 use of the demised premises under this lease.

Village of Goodrich Community Room

The Community Room and its uses are under the complete control of the Village Council, which makes the rules and regulations governing such use. The Village Council may also charge for the use of the community room by private persons or organizations.

In leasing of the Village of Goodrich Community Room, careful steps must be taken to protect the liability of the Village.

Under Michigan law, a Village is generally immune does not apply to bodily injury of property damage suits arising out of the performance of a proprietary function; that is, an activity conducted primarily for profit and not part of the usual governmental functions.

For injuries occurring in Village building resulting from defects, Michigan statutes makes some attempt limit the liability of the municipality for injuries resulting from defect. For "new" defects of which the Village has no knowledge (where it has not been readily apparent to an ordinarily observant person for a period of 90 days or longer before the injury took place), there is no liability under MCLA 691.1406. However, the courts have not upheld this distinction and have held a municipality liable for injuries resulting from defects in building when the building is being rented for private uses.

If the Village of Goodrich Community room, or any other building being rented or leased is located in the park, the lessee could not serve alcoholic beverages as the laws of Michigan prohibit the use of alcoholic beverages in public parks (MCLA 48; MSA 41.422 AND MSA 5.2442).

APPENDIX – HOLD HARMLESS CLAUSE

"To the fullest extent permitted by law, the lessee agrees to defend, pay on behalf if, and hold harmless the Village of Goodrich, against any and all claims, demands, suits, losses, including all cost connected therewith, for any damage which may be asserted, claimed or recovered against or from the Village of Goodrich, its elected and appointed officials, employees, volunteers or all other working on behalf of the Village of Goodrich, by reason of personal injury, including bodily injury and death; and /or 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.

Lessee Signature

Date

Address

Phone Number

Village of Goodrich Employee

Date

**** Please make arrangement to pick up the key from the Village of Goodrich office at 7338 S State Road, Goodrich MI 48423. Our Phone number is 810 636-2570. Hours are Monday 8:00am-6:00pm. Tuesday and Thursday 8:00am-5:00pm, Wednesday 8:00am-4:00pm and Friday 8:00am-12:00pm. THE KEY MUST BE RETURN IN THE DROP BOX FOLLOWING THE EVENT.**

THE FOLLOWING REGULATIONS MUST BE OBSERVED IN USING
THE VILLAGE OF GOODRICH COMMUNITY ROOM:

1. Upon adequate notice and for adequate reasons, the Governing Board reserves the right to refuse permission to use the Community room.
2. It is understand that inquiries concerning the reservation in question may be referred to the reserving group.
3. It is also understood that neither the name nor the address of the community room may be used as the official address or the headquarters of an organization.
4. Reservation:
 - A. Request for reservation of the community room to be submitted to 810 636-2570.
 - B. The room may be rented only by Village residents.
 - C. The room is assigned in order of date of request.
 - D. The room shall be cleaned and vacated by 1:00 am.
 - E. The capacity of this room is not to exceed the State Code (48 people)
5. Rental Fees:
 - A. Non-Profit Groups: Local Non-Profit Community Groups shall not be charged a rental fee. Cleaning fees will be charged is needed.
 - B. Private individuals and or Groups: The fee is \$50.00 plus \$50.00 returnable cleaning deposit, subject to approval by the Governing Board. If any of the General Rules or Clean Up rules are not do done No deposit will be returned.
6. GENERAL RULES:
 - A. There shall be no alcoholic beverages or smoking allowed.
 - B. Any additional furniture or equipment brought in the room must be cleaned at the end of the day.
 - c. Nothing is to be removed from the walls.
 - D. NAIL, TAPE OR ANYOTHER MAY NOT BE USED ON THE WALLS, PICTURES
 - D. Temperature is to be put back at the original setting. (62 heater / 80 air conditioning)
 - E. All lights must be turned off.
 - F. Make sure all doors and windows are shut tight and locked.
7. CLEAN UP:
 - A. The reserving group/person is responsible for cleaning up and replacement of lost or damaged equipment. Please report any accidents and or faulty equipment.
 - B. The room shall be left in the manner it was found, **the deposit of \$50.00 will not be returned if any of the rules/or clean up are not followed.**
 - C. The Kitchen (refrigerator, microwave, counter, sink, coffee pot. etc.) and restrooms (toilets, sinks floor, etc.) areas must be clean.
 - D. Carpet is vacuumed.
 - E. Tables and chairs are cleaned and put back where they were.
 - F. Garbage must be taken from all three garbage cans.

