Rental Agreement

Luce County Parks and Recreation

Date: _____, 20__.

Between: Luce County Parks and Recreation ("Landlord")

407 West Harrie Street

Newberry, MI 49868

And: _____ ("Tenant")

DATE OF EVENT:

THIS IS A _____ PUBLIC _____ PRIVATE (check appropriate space)

ESTIMATED NUMBER OF PERSONS IN ATTENDANCE:

TYPE OF EVENT:

TENANT'S TELEPHONE NUMBER:

For the above date and for the type and size of the event stated above, Landlord rents to Tenant and Tenant rents form Landlord that portion of the Luce County Parks and Recreation ice rink described as follows:

Section 1. Occupation

1.1 Tenant's right to possession shall commence at 10:00 a.m. on the date of the

event stated above. Access to the facility after 5:00 p.m. the evening prior to the event may be obtained provided the facility is then available. Use during such early access period shall be limited to preparations for the event.

1.2 Tenant shall vacate the premises and have all required cleanup, take down

and repairs completed by 12:00 p.m. the morning following the event stated above. If

when Tenant leaves the premised there are no representatives of Landlord present,

Tenant shall lock all outside doors.

1.3 Keys may be obtained from the Landlord only after payment of rental, pertinent damage deposits have been received by the Landlord and a sound variance if applicable is filed with the Police Department. The keys will be available to Tenant no later than the time allowed for Tenant's right to possession. Keys must be returned to Landlord the first business day after the event.

1.4 The above-named Tenant shall be present and remain on the premises at all times during the event.

Section 2. Rent/Fees/Deposits

2.1 The fees, refundable deposits and rental amounts are set forth in the Rental Application completed by the Tenant and Landlord, which application is incorporated into this agreement by this reference. All such fees, rental amounts and deposits stated in the application shall be paid in advance of occupancy and in accordance with the payment schedule set by the Landlord. If Tenant uses the premises for purposes not applied for, or portions of the facility that have not been authorized, Tenant shall immediately pay to the Landlord such additional fees as may be commensurate with Tenant's actual use. This provision shall not be interpreted as allowing such unauthorized uses.

2.2 All deposits shall be held for a minimum of ten days following the event to allow Landlord to consider the extent to which some deposits may be subject to forfeiture. The deposits for cleaning and repairs shall be forfeited to the extent that Tenant fails to take down, clean and repair as required herein.

2.3 Despite the stated purpose for particular deposit, if pursuant to the terms hereof Tenant owes any additional fees or damages, any and all deposits may be used by the Landlord to apply to such fees or damages.

2.4 Failure to pay the deposits, fees and if applicable submit a sound variance with the Police Department in advance will result in occupancy being denied.

2.6 In addition to other events for which a forfeiture of deposits may occur, the following shall apply:

(1) An assignment by Tenant, or Tenants, or otherwise allowing a third party the right to use the premises (other than as a guest, invitee, or worker for Tenant's event) shall result in a forfeiture of all deposits and the right of Landlord to cancel this agreement.

(2) (a) If the Luce County Sheriff Department receives complaints of, or directly observes, a violation of any applicable law, or of conduct by Tenant or by any of Tenant's guests, invitees, or workers that amounts to a public nuisance or a violation of any law, the first such complaint, or observation shall result in a warning to Tenant, and the second shall result in a forfeiture of all deposits, and Tenant's event may be shut down immediately.

(b) Nothing stated in the preceding paragraph shall be interpreted as preventing the Luce County Sheriff Department in its discretion, and at any time, from immediately terminating Tenant's right to occupancy in the event of a serious breach of law or a situation presenting an unreasonable risk of injury to person or property. If that occurs, all deposits and fees shall be forfeited unless the Landlord, in its sole discretion, determines that neither Tenant nor any of Tenant's guests, invitees or workers were fault worthy in the situation.

Section 3 Use of the Premises

3.1 Use Permitted. The Premises shall be used by tenant for _____ and no other purposes.

3.2 Restrictions on Use. In connection with the use of the Premises:

(1) Smoking is prohibited inside the premises by this agreement and by state law.

(2) Tenant shall conform to all applicable laws and regulations of any public authority affecting the premises and the use.

(3) If alcohol is to be used on the premises, tenant shall comply with all applicable County, Village and Michigan Liquor Control Commission rules and regulations and obtain all required permits. Tenant shall have a copy of any required permit at the premises during the event. If

alcohol is used, a deputized individual is required to be present. All bartenders must hold valid liquor liability insurance and server licenses.

(4) After midnight, no alcohol may be used on the premises nor may music be played then.

(5) For activities which require a permit, tenant shall not engage in such activities unless the permit has been issued and Tenant has the permit in possession during the occupancy.

(6) Doors may not be blocked open, and any doors that are fire escape doors must be unlocked during Tenant's usage.

(7) The Landlord must approve all concessions sold on the premises.

(8) All decorations, staging, and other setup, and all conduct on the premises, shall not present any reasonable risk of harm or injury to person or property.

(9) No pyrotechnic materials, fireworks, weapons or firearms shall be allowed or used on premises.

Section 4. Setup, Repairs, and Cleanup

4.1 Tenant shall be solely responsible for all setup and take down required for Tenant's event.

4.2 All of the following must be completed by 8:00 a.m. the morning following the event:

(1) Tenant shall sweep the premises clean, and mop up all spills. As part of clean up, Tenant shall take down all erected equipment, and shall remove all decorations.

(2) Garbage shall be put in plastic garbage bags and placed in proper containers outside the building.

(3) The premises shall be vacated and turned over to the Landlord in as clean a condition as received.

(4) The parking lot shall be cleaned of any litter.

4.3 Tenant shall be responsible for all clean up, janitorial work, take down and repairs necessitated by Tenant's usage. If Tenant fails or refuses to make repairs, cleanup, etc., that are required by this Section 4, Landlord may do so and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest

at the rate of 10% per annum from the date of expenditure by Landlord. “Actual cost” for purposes of this paragraph shall include, without limitation, the salary and benefits paid to Landlord’s employees involved.

Section 5. Alterations Prohibited

Except for temporary decorations, Tenant shall make no alterations on the premises.

Section 6. Indemnification/Insurance

6.1 Indemnification. Tenant shall indemnify and defend Landlord from, and reimburse Landlord for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant (except to the extent caused by Landlord’s negligence). Landlord shall have no liability to Tenant or Tenant’s guests for any injury, loss, or damage caused by third parties or by any condition of the Premises (except to the extent the loss, injury or damage is caused by Landlord’s negligence). Landlord shall have no liability for the failure or interruption of utilities.

6.2 Liability Insurance. Tenant shall supply insurance coverage to insure the performance by Tenant of the indemnity obligations of the preceding paragraph and with comprehensive general liability insurance coverage in a responsible company with limits of not less than $100,00 (single limit) for bodily injury and damage to property. Tenant shall also provide a fire and casualty insurance policy in a responsible company with limits not less than $100,000. All of such insurance shall cover all risks arising directly or indirectly out of Tenant’s activities on or any condition of the premises whether or not related to an occurrence caused or contributed to the Landlord’s negligence. Such insurance shall protect Tenant and Landlord, as the case may be, on account of the obligations assumed by Tenant under section 6.1, and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing

endorsements requiring 10 days' written notice to Landlord before any change or cancellation shall be furnished to Landlord before Tenant's occupancy of the property.

Section 7. Assignment and Subletting

Neither this agreement nor any part of the premises may be assigned or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other jeans (except to use the premises as Tenant's guest, invitee, or worker for Tenant's event), without the prior written consent of Landlord. Landlord may withhold or condition such consent in its sole and complete discretion.

Section 8. Default

In the event of default by Tenant under any term of this agreement, and any violation of any federal, state, or local law or regulation, shall subject Tenant to liability for any and all damages and remedies as may be available in law or in equity. Any such breach prior to occupancy shall give Landlord the right to terminate this agreement and Tenant's right to occupation without prior notice to Tenant. Landlord may retain deposits to pay for damages recoverable by Landlord.

Section 9 Holdover

If Tenant does not vacate the premises at the time required, Landlord shall have the option to continue to treat Tenant as a Tenant and may charge the Tenant twice all of the rental fees stated in the Tenant's Rental Agreement for each period of eight hours or a fraction thereof for which Tenant is late in vacating the premises. This remedy shall be in addition to all other remedies and damages or at law or in equity.

Section 10. Miscellaneous

10.1 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this agreement shall, if not paid when due, beat interest at the rate of 10% per annum.

10.2 Liability for Costs and Charges. Tenant assumes and shall pay all costs and charges incurred with regard to the event. Landlord shall have no obligation to pay any debt incurred by Tenant in relation to Tenant's use or event. Tenant shall also pay all fees, assessments, and charges of every kind and nature that shall or may be charged against the Landlord or its property by reason of the actions of Tenant or of Tenant's event.

10.3 Permits. Tenant shall apply for and obtain any and all necessary permits at Tenant's sole expense, including without limitation, Special Event Permit, Alcohol Permit/License, Noise/Amplified Sound Permit, Tent & Building Permits, Health & Food Permits, Parking & Traffic Permits.

Section 11 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Renter agrees to indemnify and hold Luce County Parks and Recreation, its officers and agents harmless from and against any and all liability, claims, actions, demands, or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property of chattels, on or about Luce County Parks and Recreation, or to the property itself resulting from any act done, or omissions by or through the Renter, its agents, contractors, employees, invitees, or any person on the premises of Luce County Parks and Recreation by reason of the Renter's use or occupancy thereof. These may include but are not limited to accident, injury, or damage to property arising from any act of the Renter or Renter's guest, whether intentional or negligent, which occurs during use. Renter agrees to pay all costs and attorney fees incurred by Luce County Parks and Recreation owners and representatives in defending any such claim or action brought against the owners and representatives.

VENUE RENTAL FEE(S)

To reserve a specific date and time this contract MUST be signed, dated, and accompanied by a deposit of ½ of the total rental fee. The balance of all rental contracts is due 10 days prior to your event date. For rentals arranged less than 30 days in advance of the event, payment is due in full with the completed and signed contract.

Landlord:

By: _____

Tenant:

By: _____