

CHELSEA COMMUNITY FAIR

Chelsea, MI 48118

LEASE AGREEMENT

This agreement made this _____ day of _____, 20__ by and between Chelsea Community Fair, Chelsea, MI hereinafter referred to as Lessor, and _____, whose address is _____, hereinafter referred to as Lessee. Phone number for the Lessee is _____.

WITNESSETH:

Now therefore the Lessor does hereby let and lease unto the Lessee the facilities of the Chelsea Community Fair, located in the City of Chelsea, County of Washtenaw, hereinafter described and upon the following terms and conditions:

1. Date(s) of Lease: _____
2. Facilities to be leased: _____
3. Purpose of use of facilities: _____
4. Estimated number of attendees: _____
5. The Lessee will pay Chelsea Community Fair \$ _____ security deposit, and \$ _____ Rental fee and \$ _____ service fee (non-refundable) for a total of \$ _____. Payment will be as follows: \$ _____ security deposit is due upon acceptance of this agreement to secure the rental date(s). The remaining \$ _____ is due and payable 14 calendar days prior to the rental date along with the insurance. The security deposit covers cost to restore the premises (building and grounds) to per-rental conditions as well as any cost sustained by the Chelsea Community Fair as a result of the rental. All or any portions of the security deposit will be mailed within 14 days of the rental date.
6. The within Lease can be cancelled by the Lessee by delivery of a written notice to the Lessor thirty days prior to the scheduled date and if the Lessor can re-rent the facilities for said date without loss of rental, otherwise the rent paid herewith shall be forfeited to the Lessor or such portion thereof as cannot be obtained upon re-rent of the same facilities.
7. This lease or any part of it shall not be assigned or sublet without the written consent of the Lessor.
8. Upon completion of the use of the facilities by the Lessee, the Lessee shall return the premises to the Lessor in as good condition as received without any damage to furniture, furnishings, fixtures, equipment, dishes, and/or utensils located in the building, or damage or loss to the building(s). The Lessor shall hold the security deposit and damages or loss to the Lessor shall be deducted from said security deposit. (Caterer, chef, cook or cooks shall leave kitchen clean the same night of the event. Floors are to be swept. If used stove, ovens, coolers, must all be cleaned, and keys returned to the Lessor. The Lessor furnishes six trash bags for kitchen garbage.
9. Lessor reserves unto itself the right to re-enter the premises at any and all times and so appoint and authorize Chelsea Police Department as an agent to remove from the premises any person violating State, Federal, or Local law, statute, or ordinance. When premises are to be used for occasions at which many of the attendants will be under age of (21) twenty-one, no alcoholic beverages of any description will be permitted upon the premises. No alcoholic beverages are to be served to anyone under the age of 21 in accordance with the law. Otherwise, the Lessee shall abide by all the laws, statutes, and regulations pertaining to the use of alcoholic beverages.
10. The Lessee agrees to hold the Lessor free and harmless from any and all claims, causes or action, damages, costs or liability and all claims by any third parties arising out of this Lease, the activities of the Lessee, or otherwise. The Lessor shall not be responsible to Lessee, or any persons attending functions of the Lessee or any damage to any Property in the premises during the term of the Lease.

11. The Lessee shall furnish the Lessor a Certificate of Liability insurance naming the Lessor as an additional insured with a minimum limit of One Million dollars (\$1,000,000.00). This certificate shall provide 30 days written notice of any change. Said certificate is due to Lessor 14 calendar days prior to the first day of this lease.
12. Fire regulations of the City of Chelsea will be observed.
13. If the premises are destroyed or partially destroyed by fire, acts of God, riot, vandalism or other causes that make it impossible to have the Lessee's use or event at said premises, or if in the judgement of the Lessor, the Lessee's event or use should not be held for any reason, this Lease Agreement shall terminate and then Lessee and the Lessor, their heirs, assigns, and successors shall be discharged and free of this Lease and any claims for damages arising out of the non-performance of the Lease, upon the return to the Lessee by Lessor, of the rental and security deposits herein described in full.
14. Alcohol Policy & Agreement:
 - a. Lessee agrees to follow all ordinances, statutes, law and regulations under State of Michigan concerning consumption, sale and distribution of alcohol.
 - b. Lessee acknowledges the Lessor does not have Host Liquor Liability Insurance.
 - c. If necessary, Lessee agrees to provide Host Liquor Liability Insurance per state statute or regulations. For any rental where alcohol will be sold or served, Lessee will obtain any license or permit necessary from the State or Local government. A Copy will be provided 14 days prior to the first day of the lease date.
 - d. Lessee shall not violate laws related to noise, public intoxication or the serving of alcohol to minors. The Lessee agrees to hold the Lessor harmless and indemnify and defend it from all claims, actions, suites, or demands including reasonable attorney's fees arising out of any breach by Lessee of any provisions of this contract.
 - e. The person executing this agreement represents and warrants that he/she has full right, power and authority to execute this lease and will be the Lessee responsible for said contract.

Alcohol WILL be served _____(initial) Alcohol WILL NOT be served _____(initial)

15. No alcoholic beverages shall be served after 2:00 a.m. and the premises shall be cleared of all persons by 2:30 a.m.
16. No beer kegs are to be kept in refrigerators. Beer kegs must be stored in the tap refrigerator or walk-in cooler. Full damage refund will not be made if this provision is ignored.
17. Decorations may be placed on tables or hung only on center hook and hooks on the wood trim near ceiling. No tape, tacks, nails, or other fasteners may be used on walls, lights or wood trim. Non-compliance will result in forfeiture of damage deposit. All decorations must be removed cleanly or deposit will be reduced.
18. Lessee disposes of all rubbish – paper used on tables, dishes, plastic utensils, cartons, bottles, and all bar rubbish. All rubbish is to be carried out and disposed of in the dumpster.
19. A checkout list will be provided when the keys are turned over to the Lessee. The list will identify the tasks required of the Lessee prior to vacating the premises. For you protection, read and initial the checklist and leave it with the keys in the drop box outside kitchen door.

IN WITNESS WHEREOF, CHELSEA COMMUNITY FAIR BOARD

BY _____, Lessor, and _____, Lessee.

Have thereunto set their hands and seals this day and date first above written.

Security Deposit of \$_____ received this _____ day of _____, 20__.

Amount due at least 14 days before event is \$_____

NOTES: