

TOMPKINS TOWNSHIP
Town Hall Alcohol Beverage Use Lease

Agreement and lease made this _____ day of _____, 20__, by and between Tompkins Township, a government entity and Michigan township existing in the County of Jackson, State of Michigan, hereinafter called "Landlord: and _____ hereinafter called "Tenant".

The Landlord owns a parcel of land and building commonly referred to as the Tompkins Township Hall and Tenant is desirous of leasing the Tompkins Township Hall and

The Landlord is specifically concerned about the service of alcoholic beverages at the Township Hall and the injury, damage, and liability created thereby

NOW, THEREFORE, Landlord and Tenant agree

LEASED PREMISES

The Landlord leases and demises unto the Tenant the Tompkins Township Hall located at 9999 Tompkins Road, in the Township of Tompkins, County of Jackson, State of Michigan for a term of _____ day/days beginning on the _____ day of _____, 20__ _____ o'clock in the _____ noon and ending on the _____ day of _____, 20__ at _____ o'clock in the _____ noon to be occupied for recreational purposes only (said premises are to be used in no other manner and shall be used for business or commercial purposes only with the prior written consent of the Landlord) and Tennant shall pay the sum of _____ (\$ _____) dollars payable as follows: _____

_____ upon the following terms and conditions:

Unlawful, Improper, Or Offensive Use

Tennant will not make or suffer any unlawful, improper or offensive use of the premises or any use of occupancy thereof contrary to any law now or hereafter made or which shall be injurious to any person or property or which shall be liable to endanger or affect any insurance on the premises or to increase the premium thereof.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT TENANT, HIS AGENTS, GUESTS AND EMPLOYEES WHILE ON SAID PREMISES SHALL NOT VIOLATE ANY OF THE LAWS OF THE STATE OF MICHIGAN OR ANY OTHER LAWS REGARDING THE SERVICE OF ALCOHOLIC BEVERAGES INCLUDING BUT NOT LIMITED TO SELLING, PROVIDING, OR ALLOWING THE CONSUMPTION OR

ACQUISITION OF ALCOHOLIC BEVERAGE BY PERSONS LESS THAN 21 YEARS OF AGE AND SELLING, PROVIDING OR ALLOWING THE CONSUMPTION OR ACQUISITION OF ALCOHOLIC BEVERAGES BY PERSONS WHO ARE INTOXICATED. IT IS FURTHER SPECIFICALLY AGREED THAT TENANT, HIS AGENTS, GUESTS AND EMPLOYEES SHALL BE RESPONSIBLE FOR AND PREVENT PERSONS WHO ARE INTOXICATED OR WHOSE ABILITY TO OPERATE A MOTOR VEHICLE IS VISIBLY IMPAIRED FROM OPERATING A MOTOR VEHICLE ON THE PREMISES OF THE LANDLORD OR OPERATING A MOTOR VEHICLE WHILE LEAVING THE PREMISES OF THE LANDLORD.

Nuisance

The tenant shall be responsible and shall pay all damages and charges to the Landlord or any others for any nuisance made or suffered during said term on the demised premises or way bordering thereon resulting from the activities of the Tenant.

Indemnity by Tenant

All property of every kind which may be on said premises during the term hereof shall be at the sole risk of the Tenant or those claiming under the Tenant and the Landlord shall not be liable to the Tenant or to any other person whatsoever for any injury, loss or damage to any person or property in or upon said premises. Tenant hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage above described and to save Landlord harmless (including all attorney fees) therefrom. Furthermore, Landlord shall not be liable to Tenant or to Tenant's patrons, employees, licensees, permittees or visitors for any damage to person or property caused by the act or negligence of Tenant, Landlord or any other person on said premises or due to the building on said premises or any appurtenances thereof being improperly constructed or being or becoming out of repair. Tenant accepts said premises as wholly suitable for the purposes for each and every appurtenance thereof waives defects therein and further agrees to hold Landlord harmless from all claims for any such damage. It is further understood and agreed that Landlord shall not be responsible or liable for any failure of water supply, gas supply or electrical current or for injury or damage which may be sustained to person or property by Tenant or any other person caused by or resulting from electricity, gas, water, rain, ice, or by snow which may leak or flow from or into any part of said building or caused by the breakage, leakage, obstruction or other defect of pipes, wiring, appliances, plate glass, plumbing or lighting fixtures whether the said damage shall be caused by or due to the negligence of Landlord, Landlord's agents, servants, employees or not.

Insurance

The Landlord shall insure, at its sole expense, the building on the premises against the risk of fire. The Tenant shall provide, at its sole expense, public liability insurance and name Landlord as additional insured including death and personal injury insurance with \$_____limits.

Tenant further agrees to provide liquor liability insurance coverage in the minimum amount of \$100,000 naming Landlord as an additional insured (This requirement will be waived by the Landlord for non-profit groups who secure a one-day liquor permit from the State of Michigan).

Injury or Damage to Premises

Tenant agrees that neither Tenant nor Tenant's guests, employees or other persons on said premises for Tenant's purposes shall injure, damage, overload or deface or suffer to injured, damaged, overloaded or defaced the premises or any part thereof.

The parties hereto have signed this agreement on the _____ day of _____, 20__.

Tompkins Township

Tenant: Name and Current Address
