

HOUGHTON TOWNSHIP PARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this day of __, By and between Houghton Township, a Michigan Township, hereinafter known as the "Township", and _____,

Hereinafter known as the "USER". The TOWNSHIP hereby authorizes the USER to exclusively use [check all those that apply]() the Houghton Township Community Building;() the pavilion;() the park grounds (the "FACILITIES"), located at 5059 4th St., Eagle River, Michigan.

TYPE OF EVENT:

PERIOD of USE: Beginning at _____ (A.M.) (P.M.) on _____ (Month) (Day) (Year) 20__

Ending at _____ (A.M.) (P.M.) on _____ (Month) (Day) (Year) 20__

USER FEE:

❖ Select **the fee listed below for the combination of facilities you wish to rent**

1. _____ \$100 per day for the **Community Building** _____ \$150 per day with **Park***
2. _____ \$100.00 per day for the **Pavilion** _____ \$150 per day with **Park***
3. _____ \$150.00 per day for the **Pavilion and Community Building** _____ \$200 per day with **Park***

*Includes exclusive use of Township Square plaza and deck, sports fields and equipment. Rental fees include a package of blue township garbage bags. Fees and security deposit must be paid in full prior to the date of the event. Township personnel will oversee setup and cleanup.

SECURITY DEPOSIT: Equal to rental fee up to \$500 to be paid in advance to reserve the facility and/or the grounds – refundable within 10 days if conditions listed below are met to the satisfaction of the Township

CONDITIONS of USE:

1. If ALCOHOL is to be included as part of the occasion, USER, by signing this agreement, releases the Township of any liability arising out of the following:
 - a. At the request of TOWNSHIP,
 - b. Compliance with all applicable State liquor laws.
 - c. Assuring that intoxicated persons are not served and maintaining orderly conduct on the premises;
 - d. Preventing minors from consuming alcoholic beverages
2. USER shall provide TOWNSHIP with evidence satisfactory to TOWNSHIP that it has legal authority to serve alcohol and has obtained insurance indemnifying TOWNSHIP against all risks associated with alcohol.
3. In general, USER shall conduct a safe and orderly event.
4. USER acknowledges that the FACILITIES are provided as is and the TOWNSHIP makes no representation regarding their condition, safety or fitness for USER's intended use.
5. SMOKING shall not be allowed in the Community Building.
6. No candles or other open flames shall be used.
7. No tacks, nails, hangers, tape or other fasteners shall be applied to painted walls, woodwork, doors, other finished wood surfaces, windows or light fixtures.
8. Community Building and Pavilion, including kitchen and bathrooms, are to be left clean with floors swept and mopped, counters and appliances wiped down. Tables are to be washed and returned to the storage building, and the chairs stacked.
9. Ice brought into the Community Building and Pavilion shall be kept in leak-proof containers and disposed

of prior to leaving the building. Any liquids accidentally spilled shall be promptly cleaned up to prevent damage to the premises.

10. Trash must be removed from the Community Building prior to departure and/or deposited in dumpster wrapped securely in light blue Township plastic garbage bags. (additional blue Township garbage bags are available for a fee of \$2.00 from the Eagle River Store or the township office), or USER must remove garbage from the hall and grounds. Only blue township garbage bags are permitted in the dumpster.
11. Any supplies (plates, napkins, etc.) brought in by USER must be removed at departure.
12. USER shall use only the main floor of the Community Building (stairs leading to the upper floor and the upper floor itself are not to be occupied by USER.)
13. The Community Building and Pavilion must be locked when not occupied and key returned to township personnel at completion of the event.
14. Activities in building and on the grounds must cease at 11 p.m.
15. Failure to follow park rules results in forfeiture of deposit.
16. USER received a copy of Houghton Square Policy.

INDEMNITY BY TENANT

USER agrees to indemnify the TOWNSHIP and hold it harmless from any and all loss, liability, cost, damage, attorney's fees, and/or expenses that the TOWNSHIP may incur to be held or be held liable for on account of, or which may directly or indirectly grow out of or in any manner be connected with, the use and occupancy of the premises by USER.

Signed: _____ Date: _____ Houghton Township
Signed: _____ Phone: _____ Date: _____ USER

Address for return of security deposit:

Please remit rental fee and security deposit to:
Houghton Township Treasurer
5059 4th St., Eagle River, MI 49950
Check made out to Houghton Township

Community Building Seating Capacity: 75

(revised July 2017 and 4/19/2021)

Rental Agreement Version 4/19/2021

To reserve the facility by phone, contact the Township Office at (906)337-1970. You may pick up the key on the day prior to use. Please indicate to the office when the facility will be vacated and cleaned so arrangements can be made to return the key, review the premises, and arrangements for return of security deposit may be made.