

LEASE AGREEMENT

Garden Township

This Lease Agreement was entered into on the _____ th/nd/rd day of _____ 20____, between Garden Township, a municipal corporation, hereafter designated as "LESSOR" and _____, of _____ (address) _____ Michigan hereinafter designated as "LESSEE."

In consideration of the mutual covenants contained in this Lease Agreement, the parties hereby agree as follows:

1. DESCRIPTION OF LEASED PREMISES:

LESSOR agrees to lease to the LESSEE AND LESSEE does hereby rent the following municipal facilities located in the Village of Garden, Garden Township, Michigan and described more particularly as follows: (insert portion or portions of facility being leased, i.e. one or more meeting rooms or entire township hall facility, etc.)

2. TERM:

This lease agreement shall be for a term of _____ commencing on the _____ day on _____ from _____ o'clock (a.m. or p.m.) to _____ o'clock (a.m. or p.m.).

3. RENT:

LESSEE shall pay to LESSOR, in advance, AT LESSOR'S office located at 6316 State Street, for the use of the premises and facilities the sum of \$ _____. Furthermore, LESSEE shall pay to the LESSOR on demand any sum that may be due to LESSOR for additional services, accommodations or materials furnished or loaned by LESSOR to LESSEE.

4. SECURITY DEPOSIT:

In addition to the rental provided for in this Lease Agreement, LESSOR acknowledges receipt of the \$ _____ which constitutes a security deposit and which shall be returned to the LESSEE upon faithful performance of the Lease Agreement.

5. PURPOSE:

LESSEE represents and warrants that the above described premises are being rented for the purpose of (state in detail use to be made of) _____

LESSEE further represents and warrants that said premises shall be used for no other purpose whatsoever without the prior written consent of the LESSOR endorsed on this Lease Agreement. LESSEE shall not have the right to store any items that LESSEE may possess illegally or which are items that are unlawful to be possessed by LESSEE nor shall LESSEE store any flammable, explosive, or dangerous materials or illegal drugs on the premises. LESSEE shall not use or allow the demised premises to be used for any illegal or immoral purposes.

6. INGRESS OR EGRESS:

LESSEE shall have the right of ingress and egress through the halls and corridors of such building but acquires no other right in any other part of the building than that part specified and described above.

7. QUIET ENJOYMENT:

LESSOR agrees to permit LESSEE, upon papal performance of the terms and covenants of the Lease Agreement to peaceably and quietly have, hold, and enjoy use of the demised premises for the purpose and for the terms stated above.

8. RULES AND REGULATIONS:

LESSEE shall bide by and conform to all rules and regulations, from time to time adopted or prescribed by the LESSOR, for the management of the building and facilities being leased hereunder. A copy of the Community Building rules is attached hereto and made a part hereof as Exhibit "A".

9. LIABILITY INSURANCE:

This Lease Agreement is made on the express condition that LESSEE shall indemnify LESSOR against all liability and claims for damages by reason of injuries of any kind to any persons, including LESSEE, or any property of any kind whatsoever and to whomever belonging, including LESSEE, from any cause or causes whatsoever while in, upon or in any way connected with the demised premises during the term of this Lease Agreement or any extension of this Lease Agreement, or any occupancy under this Lease Agreement.

LESSEE shall, at LESSEE'S sole expense, maintain comprehensive liability insurance, including public liability and property damage, and dram shop insurance, insuring LESSEE and LESSOR for at least \$ _____ for bodily injury per occurrence and \$ _____ for property damage. A copy of the certificate of insurance shall be provided to the LESSOR. LESSEE shall also provide a written stipulation for the insurance carries agreeing to notify the LESSOR in writing of any cancellation of said insurance coverage prior to the expiration of the Lease Agreement.

LESSEE agrees to hold the LESSOR harmless and indemnify LESSOR from and against any liability, loss, cost or obligation on account of or arising out of any injuries or losses resulting or occurring during the term of this Lease Agreement, however occurring.

10. CATERING:

Unless otherwise agreed between LESSOR and LESSEE in writing in this Agreement, the LESSEE shall notify the LESSOR in advance, of LESSEE only, and are in no way to be construed or considered employees or agents of the LESSOR. The LESSEE shall be responsible for the payment of all wages, worker's compensation insurance, unemployment insurance, social security and withholding tax in connection with all such personnel or employees.

LESSEE covenants and agrees to indemnify and hold LESSOR harmless against any and all claims or liabilities for compensation in the form of wages, or compensation under the Michigan Worker's Compensation Act that may arise or accrue by reason of LESSEE'S employment or any such individual.

11. COMPLIANCE WITH LAW:

LESSEE shall comply with all laws of the United States and the State of Michigan, as well as all ordinances of Garden township and the Village of Garden, and all rules and requirements of any police and fire department or other municipal authority of the Township or Village.

12. INTOXICATING LIQUORS:

LESSEE covenants and agrees that if alcoholic beverages are going to be dispensed on the premises, LESSOR will notify LESSOR of this fact prior to, or at the time this Agreement is executed. In addition, LESSEE agrees to contact the Michigan Liquor Control Commission and obtain and pay for any required permits and/or licenses which may be required by any government authority, and to pay any tax or taxes, including amusement tax, which may be incidental to the use of the demised premises under these circumstances.

LESSEE shall purchase liquor liability insurance naming the Township of Garden and the Village of Garden as additional insured's, and shall provide proof of such insurance in the form of a certificate of insurance with the Township and Village names as additional or co-insured's thereon.

Without limiting the foregoing requirement, LESSEES shall hold harmless and indemnify the Township of Garden and the Village of Garden from any lawsuit bases in whole or in part upon, or arising out of, or in any relating to the serving of alcoholic beverages on the demised premises.

LESSEE agrees not to furnish alcoholic beverages to any person less than twenty-one (21) years of age.

13. ALTERATION: DEFACEMENT:

Lessee shall not injure nor in any manner deface the demised premises or any equipment contained in or on the demised premises, and shall not cause or permit anything to be done whereby the demised premises or the equipment contained therein shall be in any manner injured, altered or defaced. LESSEE will not drive or permit to be driven any nails, hooks, tacks, or screws into any part of the building or equipment contained in the building or equipment contained in the building without the prior written consent of the LESSOR.

14. DAMAGE TO PREMISES:

If the demised premises, or any part of any building on the demised premises; or any equipment located on the demised premises during the term of this Lease Agreement shall be damaged by the act, default or negligence of LESSEE, or of LESSEE'S agent, employees, patrons, guests or any person admitted to the premises by the LESSEE, the LESSEE shall pay to the LESSOR upon demand such sum as shall be necessary to restore the demised premises or equipment contained in or on the premises to their present condition. The LESSOR shall have the absolute right to deduct any such amount from the security deposit referenced above, and in the event said amount is not sufficient to pay for said damage the LESSEE shall be responsible to the LESSOR for any amount not covered by the security deposit.

LESSEE assumes full responsibility for the character, acts and conduct of all persons admitted to the demised premises with the consent of the LESSEE, or by or with consent of any person acting for or on behalf of the LESSEE. LESSEE agrees to have on at all times, the necessary staff to maintain order and to protect persons and property located on the demised premises.

15. LOSS OF EQUIPMENT:

All equipment entrusted to the care of the LESSEE, or on the demised premises during the term of the Lease Agreement, which shall become lost, stolen or disappear, shall be the sole responsibility of LESSEE and the LESSEE shall be responsible to pay the full replacement cost to the LESSOR.

16. GUESTS:

LESSEE shall not admit to the demised premises a larger number of persons than the seating capacity thereof will accommodate or that can safely and freely move about the demised premises. The decision of the LESSOR in this respect shall be final.

17. STAFF:

LESSEE understands and acknowledges that the LESSOR shall not furnish any staff, employee or other individual as part of this Lease Agreement.

18. DEFAULT:

LESSEE covenants that if any default is made in the payment of rent or any part of the rent, or if any default is made in any covenant or condition contained in this Lease Agreement, then this Lease Agreement and the relationship of the LESSOR and the LESSEE, at the option of the LESSOR, shall terminate and be at an end. However, the LESSEE shall, in spite of such termination, pay the full amount of rental as agreed in this Lease Agreement.

19. RESPONSIBLE PARTY:

During the term of this Lease, the premises shall be under the control of _____, who shall be the responsible party to whom the LESSOR may contact with regard to any provision of this Lease Agreement.

20. ASSIGNMENT:

LESSEE shall not assign this Lease Agreement without the prior, written consent of the LESSOR.

21. ENTIRE AGREEMENT:

This Lease agreement shall constitute the entire Agreement between the parties, any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

22. MODIFICATION OF AGREEMENT:

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

23. ATTORNEY'S FEES:

In the event any action is instituted at law to enforce any covenant contained in this Lease Agreement, or to defend any suit, action or claim resulting from LESSEE'S use of the premises, the LESSEE agrees to pay LESSOR'S attorney fees in connection therewith.

24. GOVERNING LAW:

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

25. WAIVERS:

Waivers by LESSOR in this Agreement shall be cumulative, and the exercise of any one remedy by LESSOR shall not be to the exclusion of any other remedy.

26. REMEDIES OF LESSOR ACCUMULATIVE:

The remedies given to LESSOR in this Agreement shall be cumulative, and the exercise of any one remedy by LESSOR shall not be to the exclusion of any other remedy.

27. COUNTERPARTS:

This Agreement may be executed in any manner of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute, but one in the same instrument.

28. HEADINGS:

The titles to paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions set forth herein.

29. SEVERABILITY:

Each separately numbered division or subdivision shall be treated as severable and separate, to the end that if one or more of such paragraphs or clauses shall be adjusted or declared illegal, invalid or unenforceable, in whole or in part, the entire remainder of this Agreement shall remain in full force and effect as though no such paragraph or paragraphs, portion or portions thereof, had ever been contained in this Agreement.

In WITNESS WHEREOF, LESSOR has herunto set their hands and seal this _____ day of _____, 20____.

WITNESSES:

LESSOR: Garden Township

By: _____

Its: _____

IN WITNESS WHEREOF, LESSEE has hereunto set their hands and seal this _____ day
Of _____, 20____.

WITNESSES:

LESSEE:

THE UNIVERSITY OF CHICAGO

PH.D. THESIS

BY

THE AUTHOR

CHICAGO, ILLINOIS

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