

PAVILION EVENT LEASE AGREEMENT

This lease (the Lease) is made this ____ day of _____, 202__, between the VILLAGE OF CALUMET, a Michigan municipal corporation, the address of which is 340 Sixth Street, Calumet, Michigan 49913 (“the Village”), and

(“Lessee”), whose address is:

on the following terms and conditions:

1. Leased premises and nature of lease. The Village leases to the Lessee a building known as “the Pavilion” located in Agassiz Park in the Village of Calumet which faces Fourth Street, together with access thereto, so that the Lessee may use the Pavilion for an event sponsored by the Lessee. The nature of the event and the use of the Pavilion by the Lessee during the event is described as follows:

The use of the Pavilion by the Lessee during the term of the lease shall be limited by the description of the event and related use set forth above. The Lessee shall not deviate from its use of the Pavilion so described without the prior, written approval of the Village. No activity shall be conducted at the Pavilion that does not comply with all laws, ordinances, and regulations. No alcoholic beverages shall be sold, served or dispensed at the Pavilion unless Lessee has received any and all required licenses and permission therefor for itself and related to the Pavilion from the Michigan Liquor Control Commission and any other federal, state or local governmental body or agency from which such permission or license is required as a prerequisite for such activity. In any case, no alcoholic beverages shall be sold at the Pavilion for use off, or outside of, the premises.

2. Term. The term of the lease (“this Lease” or “this Agreement”) shall be for _____ days, commencing at 6:00 a.m. on _____ and terminating at midnight on _____.

3. Rent. The full rental fee for the use of the Pavilion shall be _____ (\$_____). The Lessee shall pay the rental fee to the Village at least five business days before the commencement of the term of this Lease.

4. Signs. Lessee shall not construct, place, affix or paint any sign or awning or other improvement or apparatus on the interior or the exterior of the Pavilion without the prior written consent of the Village. Any and all signs shall be temporary in nature, and shall cause no damage whatsoever or permanent mark, no matter how insignificant, to the Pavilion.

5. Surrender of the premises and liability for damages arising from its use. Lessee shall surrender the Pavilion premises to the Village at the expiration of the term of this Lease broom clean and in the same condition as when Lessee took possession at the commencement of this Lease. Lessee shall remove all personal property, trash and other items that were not present on the premises when the Lessee entered the Pavilion after inception of the lease term. The Lessee shall cause no damage or injury to the Pavilion or property in or near the Pavilion at any time. The Lessee shall be liable for any such damage, if it occurs, and for the cost of cleaning the Pavilion and the surrounding property at the expiration of this Lease. If Lessee fails to clean the premises or make repairs, the Village may make all repairs that should have been accomplished by Lessee and clean the Pavilion and surrounding property as Lessee should have done. In such case, Lessee shall be liable to the Village for reimbursement of such costs and for all court costs and attorneys' fees incurred by the Village in compelling payment thereof. Lessee shall further indemnify and hold the Village harmless against any and all legal actions and judgments and/or loss, costs and expenses, including attorneys' fees, suffered by the Village which may arise from Lessee's use of the Pavilion premises and for any damages or injury caused or suffered by any guest or invitee of the Lessee or visitor to the Pavilion premises during the Lessee's tenancy.

6. Security deposit. The Lessee shall pay the amount of _____ (\$ _____) to the Village together with, and at the time of, its payment of rent. The security deposit shall be held by the Village to secure performance by Lessee of Lessee's obligations under the terms of this Agreement. Within twenty-one (21) days of the expiration of the leasehold term, the Village shall return the security deposit to the Lessee or, if the Village decides to withhold any or all of the security deposit as compensation for damages sustained by the Village for breach of this lease, provide Lessee with a written explanation of the basis for any amount so withheld.

7. Loss to property. The Village shall not be liable for any loss, theft or misappropriation of, or damage to, the property and equipment of Lessee occurring in connection with this Lease or any other damage or loss suffered by Lessee on the Pavilion premises during the term of this lease. Lessee agrees that Lessee shall carry sufficient insurance to insure itself for any such damage or loss.

8. Assignment and subletting. Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in this lease or the leased property to any person or entity without the prior written consent of the Village. The Village shall have total discretion regarding its approval of proposed assignments or subleases.

9. Hazardous materials. The Lessee shall not cause or permit any hazardous substance to be used, stored, generated, released or disposed of on, in or in the vicinity of the Pavilion premises.

10. Remedies. The Village may avail itself of any and all remedies for breach of this Agreement by Lessee which are permitted to the Village in law and/or equity.

11. Governing law. Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Venue for all disputes under this Agreement shall lie with courts located in Houghton County, Michigan.

12. **Force majeure.** Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by any cause which is beyond the reasonable control of the party affected, including, but not limited to, war hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

13. **Entire agreement.** This Agreement contains the entire agreement of the parties with respect to its subject matter (the lease of the Pavilion by the Village), and this Agreement may not be amended or modified except by a written instrument executed by the parties to this Agreement.

14. **Waiver.** The failure of the Village to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

15. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

16. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease.

17. **Effective date.** This Lease shall be effective as of the date first stated above.

LESSOR: VILLAGE OF CALUMET

By
Its President

LESSEE:

