

Mariners Boat Club

Post Office Box 1175, Mt. Clemens, Michigan 48046

Rental Agreement

This rental agreement is made this _____ day of _____ 20____, between the Mariners Boat Club (LESSOR) and LESSEE _____.

Lessor hereby leases to the Lessee for its exclusive use: Down stairs / Upstairs Room, restrooms, the use of the Lessor's tables and chairs, together with the non-exclusive use of the adjacent parking area, on the following terms and conditions. This contract DOES NOT include the use of the kitchen. (L & R Catering has the exclusive right to occupy and operate the food service at Mariner's Boat Club) The Lessee agrees to use L & R Catering.

1. RENTAL PERIOD: The rental period shall be on _____ 20____, from _____ to _____. The hall door should be unlocked by _____ to prepare for the function, and can be locked by _____ at which time the hall will have been vacated.

2. RENT: The total rent shall be _____ will be paid and non refundable deposit \$50.00 upon the signing of this agreement.

3. LESSEE'S PROHIBITED ACTIVITIES: Lessee, Its invitee or licensee shall not: (A) Use staples, nails, tacks, or tape on the walls or ceilings of the premises; (B) Change any lights or lighting fixtures; (C) Permit attendance in the rented premises during the rental period to exceed the posted Fire Marshall and Fire Department regulation of 140 persons; (D) Engage in any conduct which the Lessor in its sole and absolute discretion deems to be offensive or inappropriate, provided that, while Lessor shall have the right of observance and inspection during the period of this lease. Lessor shall have no affirmative obligation to make such observations or inspections; (E) Permit confetti on the premises; (F) Permit exits, halls or passageways to become obstructed so as to interfere with the free/immediate passage of the public; (G) Permit alcoholic and non alcoholic beverages on the premises (all Alcoholic and non alcoholic beverages will be served by the Mariners Boat Club) to meet all legal requirements of Federal, State and County liquor beverage laws; (H) Seek or permit access to any fire suppression area.

4. LESSEE'S DUTIES: Unless otherwise agreed to by attachment, Lessee shall (A) Return the rented premises to the state of orderliness and cleanliness comparable to such conditions at the beginning of the rental period; (B) Empty all trash (into outside dumpster); (C) rack all chairs and put the chair racks away; (D) Leave premises and all fixtures and furniture in the same condition as received; (E) Shall see that all patrons clear the PROPERTY 45 minutes after the event is completed. (F) All Guests must be signed in. (G) The member / lessee is responsible and accountable for the guests as long as they are in the club. (H) Member / Lessee must follow all standing rules.

5. DECORATIONS: Lessee shall not decorate the rented premises without prior consent of the lessor. If such decorations are permitted, said decorations must be removed by the Lessee immediately after the completion of the rental period, unless specific permission is granted to permit such decorations to remain. In NO event will any decorations be permitted that will in any way deface, mar, or injure the premises.

6. CONDITION OF PREMISES: Lessee has inspected the premises and found same to be suitable for its intended use.

7. CANCELLATION OF LESSOR: If lessor is forced to cancel this Agreement due to building damage, weather, Acts of God or for any reason not within its control, Lessor shall promptly refund to the Lessee all monies paid with the exception of a \$50.00 non-refundable deposit, and neither party shall have any further responsibility or liability to the other under this Agreement.

8. INDEMNIFICATION OF LESSOR BY LESSEE: Lessee agrees that the lessor shall not be held responsible for any injuries or damages caused by or to any of the Lessee's invitees while upon the premises except those resulting from the Lessor's negligence. Lessee shall provide a certificate of liability insurance to the Lessor. Lessee must notify the Hall Administrator (Lessor) named below within 48 hours of any injury or damage incurred.

9. GENERAL CONDITIONS: This agreement represents the entire Agreement between parties, and neither party shall be bound by any representation not set forth herein. This agreement shall bind the parties, their personal representatives and/or assignees. Whenever used, any gender shall refer to ALL genders and singular shall refer to plural and vice versa.

10. DEPOSIT: Lessee agrees to a security deposit \$50.00 of the hall rental. The security deposit is held and refunded only if the hall is left in an acceptable condition as determined by the Mariners Boat Club.

WITNESS our hands and seals.

ATTEST: Mariners Boat Club

By: Hall Administrator (Lessor) Mariners Boat Club

WITNESS:

Name of Lessee/Agent

Address

City State Zip

Phone Home/Work

L & R Catering - Laura Mair 586-945-8995

MBC Bar – Jack Lobaido 586-212-0201

Send contracts/payments to:

Mariners Boat Club

P.O. Box 1175

Mt. Clemens, Michigan 48046

Attn: Rear Commodore John Leslie

MAKE CHECKS PAYABLE TO: Mariners Boat Club