



Facilities Lease

This AGREEMENT is made on \_\_\_/\_\_\_/\_\_\_ ("Effective Date"), between TrueNorth Community Services, a Michigan nonprofit corporation, P.O. Box 149, Fremont, MI 49412-0149 ("TrueNorth") and Lessee (described below) for the lease and certain use of space on the TrueNorth property as follows:

"Lessee": \_\_\_\_\_ [Full legal name]
Lessee's description: [Circle one] Individual, corporation, partnership, limited liability company, unincorporated association, organization, other \_\_\_\_\_

Current Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone Numbers: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ [home] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ [office]

Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

e-mail: \_\_\_\_\_

Event Description (e.g., conference, meeting, performance, etc.): \_\_\_\_\_ ("Event")

Details of Activities Planned: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time (start) \_\_\_\_\_ : \_\_\_\_\_ m.
(end) \_\_\_\_\_ : \_\_\_\_\_ m.

Number of People Expected at the Event: \_\_\_\_\_

Desired Room(s)/Building: \_\_\_\_\_ ("Premises")

Lease Rate: \$\_\_\_\_\_ ("Rental Fee") Amt. rcvd. \$\_\_\_\_\_ on \_\_\_/\_\_\_/\_\_\_ Check #\_\_\_\_\_
(date)

Security Deposit: \$\_\_\_\_\_ Amt. rcvd. \$\_\_\_\_\_ on \_\_\_/\_\_\_/\_\_\_ Check # \_\_\_\_\_
(date)

or Credit Card Type \_\_\_\_\_ and number \_\_\_\_\_

Exp. Date \_\_\_\_\_ Name as it appears on card \_\_\_\_\_

Will food be served at the Event? Yes No [Circle one]

Will alcoholic beverages (beer, wine, liquor) be served at the Event? Yes No [Circle one]

Reservation number: \_\_\_\_\_ Key number \_\_\_\_\_

Lessee agrees that the information above is true and accurate. TrueNorth shall lease the Premises to Lessee consistent with this Agreement.

1. Lease. TrueNorth grants Lessee a limited right to use and occupy the Premises. Lessee and its guests or invitees shall have reasonable rights of ingress and egress to the Premises. Except as

explicitly set forth in this Agreement, Lessee shall have no other right to use or access any part of the TrueNorth property other than the Premises.

2. **Use of Premises.** Lessee promises it will not use the Premises for any purpose other than that described above. Such use shall commence and conclude at the respective times noted above.

- If Lessee will have minors or developmentally disabled individuals on premises, the Lessee agrees to have a qualified adult to provide basic medical supervision. The qualified adult must be at least twenty-one (21) years old and possess certificates of training for first aid and CPR. Lessee agrees to provide own first aid supplies and equipment.
- Unless permission is granted in writing from TrueNorth, Lessee further agrees that it will have a list available to the qualified adult which includes the name, address, emergency contact information, and known allergies and health conditions for any minor or developmentally disabled individual. Lessee must also have a signed emergency medical treatment form for any minor or developmentally disabled individual not accompanied by his/her parent or guardian.
- “The Alley” Youth Area is only available for TrueNorth approved “youth activities” such as school events, Youth Group meetings, birthday parties, etc. NO alcoholic beverages are to be served at events utilizing the Youth Area. An adult to student ratio of 1 to 10 is mandatory. Adults are defined as those 21 or older and children are defined as those 18 or younger.
- Smoking is strictly prohibited inside all TrueNorth buildings, and is restricted to an area 5 feet around designated outdoor smoking receptacles located at the south end of the front door awning, and at the east end of the after-hours entrance awning.
- Open flames of any kind (including candles) are strictly prohibited in or around TrueNorth facilities.

3. **Payment.** Lessee agrees to provide TrueNorth the non-refundable Rental Fee stated above to use the Premises. Payment is due upon signing of rental contract.

4. **Cancellation Fee and Refund Policy.** Event Cancellation is subject to the following refund policy: Thirty (30) or more days prior to the Event, TrueNorth will refund the full Rental Fee; cancellation less than thirty (30) days prior to the Event, TrueNorth will refund fifty (50) percent of the total Rental Fee.

5. **Security Deposit.** Lessee agrees to pay TrueNorth the Security Deposit listed above in the form of a second check. Security Deposit is due upon signing of rental contract. TrueNorth will use the security deposit to pay the cost of (a) repairing any damage to the Premises or to any real property or personal property on the TrueNorth property, (b) replacing any tables, chairs, partitions, carpeting, and the like, which have been damaged, (c) replacing any fixtures which have been moved or damaged. TrueNorth has the right to deduct the cost of any repair, replacement, or other monies Lessee owes TrueNorth out of the Security Deposit. TrueNorth will return any remaining portion of the Security Deposit to Lessee.

- If alcohol is served at the Event, 25% of the Security Deposit is automatically non-refundable and will be used to pay for an authorized TrueNorth staff presence on-site during the event.

6. **Limitations on Materials Used.** Lessee shall not bring or permit any person to bring onto the TrueNorth property any concealed weapons, anything that constitutes a hazardous material under applicable law, or anything that will cause any fire hazard. Lessee shall not bring or permit any person to bring into the Premises any animal (with the exception of those necessary for assisting disabled persons), or any other property of any kind.

7. **Control of Premises.** In leasing the Premises to Lessee, TrueNorth does not relinquish the right to control and manage the Premises or to enforce all necessary and proper rules for management

and operation. TrueNorth has the right at any time to enter the Premises for any purpose during the Event. The Premises shall at all times be under TrueNorth's control, provided that this shall not empower or authorize TrueNorth to direct Lessee activities or assume liability for Lessee's activities. Service and food/beverage consumption are only permitted in the areas TrueNorth designates. Lessee, its guests and invitees shall comply with the TrueNorth vehicular and parking rules and procedures. TrueNorth will not provide storage services to Lessee.

8. **Catering.** TrueNorth reserves the right to approve all arrangements associated with the catering and for a seated banquet or reception. However, such approval shall not relieve Lessee for any liability associated with same. Our Health Department License for our kitchen requires the following:

A. If the event is being catered, the Lessee must provide a copy of the caterer's ServSafe certification, or similarly recognized certification; and follow all Health Department trainings and rules.

B. If Lessee is using the kitchen to reheat or prepare food for the event the Lessee must either provide a ServSafe or similar certification of the person preparing the food; or, pay a ServSafe certified employee of TrueNorth to be on site in the kitchen during food preparation and cleanup of the kitchen. The TrueNorth employee will not assist in any food preparation and cleanup, and is there to insure Health Department regulations are being complied with. The employee will be paid at the rate of \$10 per hour for the number of hours he/she is actually present in the kitchen; which will be added to the rental fee.

9. **Removal.** TrueNorth, in its discretion, retains the right to remove from the Premises and the TrueNorth property, Lessee and/or any guest, invitee, contractor, agent, or employee of Lessee or any object or picture due to inappropriate, obscene, violent, or indecent behavior or material. In the event TrueNorth exercises this authority, Lessee waives all claims for damages against TrueNorth.

10. **Alterations.** Lessee shall not cause or permit any floor, wall, curtain, window, light, fixture, floor, or similar property to be changed, altered, damaged, painted, stained, or covered in any way (with the exception of non-marring tape). Lessee shall pay the costs of repairing any damage that may be done to the Premises or any of the fixtures, furniture or furnishings on the TrueNorth property by any act of Lessee or any of Lessee's employees, agents, contractors, invitees, or guests. TrueNorth shall determine whether any damage has been done, the amount of the damage, and the reasonable cost of repairing same, and whether it is one for which Lessee is to be held responsible under the terms of this Agreement. TrueNorth's decision is final.

11. **Acceptance of Premises.** Lessee acknowledges and agrees that it has examined the Premises prior to the execution of this Agreement and is satisfied with the physical condition of the Premises, and Lessee's taking possession of the Premises at the Event shall be conclusive evidence of its receipt of the Premises in a clean, safe, sanitary, and sightly condition in good repair.

12. **Alcoholic Beverage Service.** TrueNorth allows Lessee to provide and/or serve alcoholic beverages at the Premises for the Event. Lessee hereby agrees to provide and/or serve alcoholic beverages at the Event in accordance with the terms of this Agreement.

13. **Compliance with Laws.** Lessee shall comply with all federal, state, county and local statutes, laws, ordinances, rules, regulations, orders, permits, and other governmental requirements applicable to the Event. If alcoholic beverages are consumed at the Event, Lessee and its employees, agents, contractors, guests, and invitees shall comply with the Michigan Liquor Control Code, being Public Act 58 of 1988, as amended, and all associated Michigan Liquor Control Commission rules and orders, in providing and/or serving alcoholic beverages at the Event.

14. **Age of Consumption.** Lessee shall not allow any person under the age of 21 to possess or consume alcoholic beverages at the Premises.

15. **Full Service.** Lessee shall pay all costs of providing and/or serving beverages (whether non-alcoholic or alcoholic), including, but not limited to, the cost of the beverages, set-up fees, clean-up fees, and service fees.

16. **Special Liquor License.** Unless Lessee has obtained a validly issued special one (1) day liquor license from the Michigan Liquor Control Commission (which licenses are usually used by nonprofit organizations for fund raising purposes) for the Event, Lessee shall not operate a "cash bar" at the Event and no Lessee guest or invitee at the Event shall be charged any type of fee for the possession or consumption of alcoholic beverages, including, but not limited to, a ticket charge, an admission fee, a drink charge or a cover charge. Lessee shall provide TrueNorth with a copy of the special liquor license approved and issued by the Michigan Liquor Control Commission for the Event and provide evidence to TrueNorth of liquor liability coverage at least twenty-four (24) hours prior to the Event. Lessee shall comply in all respects with Michigan Liquor Control Commission rules governing a special liquor license.

17. **Age of Bartenders and Servers.** All persons preparing and/or serving alcoholic beverages at the Event shall be at least 21 years of age.

18. **Server Certification.** All persons employed (paid or otherwise compensated for duties performed) by Lessee to prepare and/or serve alcoholic beverages at the Event shall possess valid certification verifying successful completion of at least one of the Michigan Liquor Control Commission-approved responsible server training programs, such as:

- A. Techniques for Alcohol Management (TAM);
- B. Training for Intervention Procedures (TIP); or
- C. BarCode – Serving Alcohol Responsibility.

19. **Insurance.** At its own cost and expense, Lessee shall obtain and keep in full force and effect during the Event and until twenty-four (24) days following the conclusion of the Event, general liability insurance with a combined limit for bodily injury and property damage of at least \$500,000 per occurrence, insuring against any and all liability for injury or death to any person and damage to property occurring at the Event or relating to the provision, service or consumption of alcoholic beverages at the Event. TrueNorth shall be named as an additional insured for or on such insurance policy, and Lessee shall provide proof of such insurance to TrueNorth at least seven (7) days prior to the Event. In addition:

A. If Lessee is a business, limited liability company, partnership, or corporation (whether for-profit or nonprofit), then Lessee shall provide TrueNorth proof of host liquor liability insurance included in Lessee's commercial general liability insurance coverage described in this Section at least seven (7) days prior to the Event; or

B. If Lessee is an individual, then Lessee shall provide proof of host liquor liability insurance included in Lessee's homeowner's insurance policy in accordance with the coverage described in this Section 19 at least seven (7) days prior to the Event. If Lessee does not have a homeowner's insurance policy in effect, then Lessee shall provide TrueNorth with a guarantor who has such insurance coverage and the guarantor shall execute the form of guarantee provided by TrueNorth.

20. **Indemnification.** Lessee agrees to indemnify TrueNorth and to hold TrueNorth harmless from and against any and all claims, actions, damages, liabilities and expenses (including costs and actual attorneys' fees):

A. In connection with any death or injury to any person(s) or any loss or damage to any property occurring at the Event or arising out of the provision, service or consumption of alcoholic beverages at the Event; or

B. Arising out of a breach by Lessee of any of its obligations under this Agreement.

21. **Right to Cancel.** TrueNorth reserves the right to cancel or terminate the Event or the lease under this Agreement, at any time, in the event Lessee fails to fulfill any of its obligations under this Agreement to TrueNorth's reasonable satisfaction.

22. **Applicable Law.** The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Michigan.

23. **Modification.** This Agreement cannot be amended, altered or modified, unless done so in a writing, signed by a duly authorized representative of TrueNorth.

24. **Nonassignment.** This Agreement shall not be assigned by Lessee without TrueNorth's prior written consent. Lessee shall not sublease the Premises or allow any other person or entity to use the Premises other than as described on the first page of this Agreement.

25. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and, except as otherwise provided in this Agreement, permitted assigns.

26. **Matters Not Covered.** Any decision affecting any matter not expressly provided for in this Agreement shall rest solely within TrueNorth's discretion.

27. **Events of Default.** Each of the following shall be deemed to be a Lessee Event of Default under this Agreement:

A. Lessee fails to pay any portion of the Rental Fee when due, or make any payment to TrueNorth required under this Agreement;

B. Lessee attempts to assign this Agreement without the prior written consent of TrueNorth;

C. Lessee fails to comply with any term, provision or covenant of this Agreement.

28. **Property Left on Premises.** Unless other written arrangements are made by the parties, TrueNorth reserves the right after termination of this Agreement to remove from the Premises all Lessee effects and personal property.

29. **Care of Premises.** Lessee, at Lessee's own expense, shall keep the Premises in a safe, sanitary and slightly condition, in good repair, and shall clean, restore and yield the Premises back to TrueNorth upon the expiration or termination of this Agreement in good condition and repair, ordinary wear and tear excepted. If the Premises are not so kept or returned by Lessee, TrueNorth may enter the Premises (without causing or constituting a termination of the privilege or an interference for the possession of the Premises by Lessee) and do all things necessary to restore the Premises to the condition

required, including but not limited to, removal of signs, balloons, tape and other things not removed by Lessee, its employees, contractors, agents, invitees or guests and charge the cost and expense to Lessee.

30. **End Of Event Care of Premises.** All rooms and equipment are to be cleaned and left in the condition they were provided. Cleaning will include –

- Vacuum all carpeted areas used - including hallways
- Sweep & mop all tiled / cement floor areas used - including kitchen & bathrooms
- Clean all tables and counter tops used - including kitchen and bathrooms
- Remove and discard all decorations
- Remove ALL garbage bags to outdoor trash receptacles located outside the east end of the building
- Collapse all tables and stack all chairs used - UNLESS directed otherwise by TrueNorth staff.
- Clean and put away all kitchen appliances and supplies used - including oven and stovetops, coffee machines, punch bowls, etc.
- All events must end by 12:00 A.M. and building must be vacated by 1:00 AM. Renters should allow sufficient time for cleaning. Separate rules apply for “overnight” youth activities, please ask TrueNorth Facilities Manager for details.

31. **Waiver.** No provision of this Agreement shall be waived by any party hereto, unless such waiver is in writing, signed by a duly authorized representative of the party against whom such waiver is sought to be enforced. A waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

32. **Severability.** The parties believe that every provision of this Agreement is effective and valid under applicable law, and whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of such provision and this Agreement shall remain in full force and effect, with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

33. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all contemporaneous oral agreements, communications and understandings and all prior oral and written communications, agreements and understandings between the parties with respect to the subject matter of this Agreement. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

The parties have executed this Agreement as of the Effective Date.

**TrueNorth**

**LESSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_