

## FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Charter Township of Union ("Union"), and \_\_\_\_\_, of \_\_\_\_\_ (the "Licensee").

1. **Grant of License.** Subject to the terms and conditions below, Union hereby grants Licensee, a nontransferable, revocable license to use Jameson Hall, 5142 Bud St. (the "Facility") for the following purposes:

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for the following dates and times:

| Date(s) Requested |    | Time Requested  |               |
|-------------------|----|-----------------|---------------|
| From              | To | From 10:00 a.m. | To 11:00 p.m. |
|                   |    |                 |               |
|                   |    |                 |               |
|                   |    |                 |               |
|                   |    |                 |               |

2. **Participants.** Licensee anticipates that \_\_\_\_\_ people will be at the Facility to use the Facility for the above stated purpose(s) (collectively, the "Participants"). In no event shall the Fire Marshal rated capacity of 144 persons be exceeded.

3. **Fee.** Licensee shall pay to Union a license fee in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per day, which fee shall be paid in full not later than \_\_\_\_\_.

4. **Deposit.** Upon execution of this Agreement, Licensee shall pay to Union a deposit to reserve the Facility and as security against damages to or cleaning of the Facility in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Deposit"). Licensee shall be entitled to return of the Deposit following its use of the Facility less cleaning or actual damages to the Facility.

5. **No Warranty.** Licensee has inspected and is familiar with the Facility and agrees to accept the Facility "AS IS" and "WITH ALL FAULTS". Licensee understands and acknowledges that Union makes no representation or warranty as to the condition or use of the Facility.

6. Termination. Union may immediately terminate or revoke this Agreement if Licensee breaches or fails to comply with any material provision of this Agreement.

7. Compliance With Laws, Rules and Regulations. Licensee shall, in connection with the use of the Facility, comply at all times with any and all applicable local, state and federal rules, codes, laws, ordinances and regulations, including all health and fire codes. Further, Licensee shall comply with any rules and regulations from time to time adopted by Union in connection with use of the Facility, which rules and regulations are attached hereto as Exhibit A and are incorporated and considered as a part of this Agreement.

8. Participant Supervision/Facility Clean Up and Repair. Licensee shall be responsible for adequately supervising all Participants. Further, Licensee shall be responsible to keep and maintain the Facility in a clean, working, and trash free condition. All trash and litter shall be disposed of in designated receptacles. Licensee shall be responsible for all damages to the Facility resulting from Licensee's or Participants' use thereof, ordinary wear and tear excepted. If the Facility is damaged, or the Facility is not returned to Union in a clean and sanitary condition, Licensee shall be liable and pay for any and all repair and/or cleaning costs and expenses. Union may apply the Deposit against any such costs and expense which it might incur resulting therefrom.

9. Assumption of Risk; Indemnification. Licensee understands that there may be numerous hazards and risks of injury to Participants, Licensee and/or Licensee's agents, invitees, or guests and to their property incidental to use of the Facility. Licensee hereby assumes and shall bear the entire risk of any and all loss, injury, death, damage or expense of any kind and nature, however caused and under any theory of liability, to Participants, Licensee, and Licensee's agents, invitees, or guests, or any property of Licensee and Licensee's agents, employees, invitees, contractors or guests and agrees to indemnify, defend and hold harmless Union and its officials, employees and agents from and against any and all such claims, suits, causes of action, liabilities, losses, injuries, deaths, damages or expenses (including attorney fees and costs) arising therefrom or related thereto. Further, Licensee assumes and shall bear the entire risk of any and all loss, injury, death, damage or expense to the person or property of others caused by Participants, Licensee or Licensee's agents, invitees, or guests while at or using the Facility, and agrees to indemnify, defend and hold harmless Union and its officials, employees and agents from and against any and all claims, suits, causes of action, liabilities, losses, injuries, deaths, damages or expenses (including attorney fees and costs) arising or resulting from the same.

10. No Liability. Neither Union nor any of its officials, employees or agents shall be liable or responsible, under any circumstances, to Participants, Licensee, or Licensee's agents, invitees, or guests for any loss of life, injury, claim, demand, damage or loss to person or property caused by, or arising out of or in connection with the use of, the Facility by Participants, Licensee or Licensee's agents, invitees, or guests.

11. Participants. Licensee is responsible and agrees to inform Participants of their obligations and responsibilities under this Agreement.

12. Assignment. Neither this Agreement nor any rights or obligations thereunder shall be assignable by Licensee, and Licensee shall not transfer, pledge or assign the same or any part

thereof. Any purported assignment by Licensee shall be void and of no force or effect and shall not relieve Licensee of any obligation hereunder.

13. Severability. In the event any provision in this Agreement shall be determined to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable provisions hereof. In such event, the parties agree that such invalid or unenforceable provision shall be modified to the extent necessary in order that such provision shall be legally enforceable to the fullest extent permitted by applicable law and that any court of competent jurisdiction shall be authorized by the parties to enforce any such provision or to modify any such provision in order that such provision shall be enforced by such court to the fullest extent permitted by applicable law.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15. Waiver. The waiver of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Any waiver shall operate as a waiver only with respect to the specific matter involved and in no way shall extend to any further matter.

16. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and all prior and contemporaneous agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect.

17. Amendment. This Agreement cannot be changed, modified or amended except in writing, signed by the party against whom enforcement of the change, modification, amendment or waiver is sought.

CHARTER TOWNSHIP OF UNION

LICENSEE:

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

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

Licensee Address: \_\_\_\_\_

Licensee Phone Number: \_\_\_\_\_

EXHIBIT A

RULES OF JAMESON HALL USE

1. No Entry prior to 10 am on the Day of Reservation. Violator's will be held responsible for any Hall Damage / Clean up.
2. No tables, chairs, or other equipment are to be removed from the building for any reason.
3. No pins, nails, staples, or tape are to be used on the walls.
4. Clean up: All decorations, food, dishes, and debris shall be removed from the property. Tables and chairs are to be wiped down and replaced where found. Kitchen to be wiped down, sink cleaned of all debris and any spills in refrigerator wiped up. All floors are to be swept and mopped. Remove all debris from restrooms and flush toilets. If entrance mats are wet, please flip them over so rubber side can dry.
5. Do not leave air conditioning or heat on high. Please set heat at 60 degrees in the winter and air conditioning at 78 degrees in the summer.
6. Turn off all lights and make sure all entrances are locked.
7. Union will not be responsible for the loss of any articles or equipment left on the property after user leaves.
8. No Alcoholic beverages shall be served or consumed on Union Property - State Law.
9. All occupants must be out by 11:00 pm. NO EXCEPTIONS. Violators will be considered trespassing and may be subject to prosecution.
10. Parking: No vehicle shall stand or park upon the roadway or in such a manner as to obstruct traffic. Individuals attending the hall shall not park on private property neighboring the hall.
11. There will be no smoking by anyone in the hall at anytime - State Law.
12. Any matters not herein expressly provided in this agreement, shall be decided at the discretion of the Township Supervisor, Township Manager, or the Township Board.
13. Violation of any of the above rules will result in the loss of Deposit; and if State Law is violated, the responsible individual named above may be taken to court for civil action.

Signature of Licensee: \_\_\_\_\_

**The key to Jameson Hall must be picked up by 4:00 p.m. on the day prior to your scheduled date of use. If your scheduled date of use is on the weekend you can pick the key up on Friday by 4:00 p.m. Key must be returned between 12-4 p.m. the next business day for a deposit refund.**

Township Hall Regular Hours Monday – Friday 8:30 am – 4:30 pm

In case of after hours/weekend emergency please contact (989) 772-6921