



RENTAL OF TOWNSHIP
PARK PROPERTY

1725 Territorial Road, Suite B
Benton Harbor, MI 49022

Tel: (269) 925-0616
Fax: (269) 925-7134

RENTAL AGREEMENT, made this _____ day of _____, 2019, by and between Benton Charter Township, and _____, hereinafter designated as **TENANT**.

WITNESSETH: In consideration of the covenants and conditions hereinafter contained, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

(1) The Township hereby Rents unto the Tenant, the following described premises owned by Benton Charter Township for the following period or periods

_____ **UPPER PAVILION #1**
(Rental fee required)

_____ **LOWER RIVER PAVILION #2**
(Rental fee required)

On the ____ day of _____, 2019, from ____ (A.M./P.M.) to ____ (A.M. / P.M.).

(2) Said premises may be used for a _____ and for no other purpose without the written consent of the Township.

(3) The Tenant shall pay at the time of booking, as rent thereof, the sum of \$75.00 (Benton Charter Township Resident) or \$100.00 (Non-Resident) for the rental of the _____ pavilion at RIVER PARK.

Rental fee is to help defray the cost of maintenance, utilities and upkeep of said premises.

(a) Payment shall be made by cash, personal check, certified check or money order payable to "Benton Charter Township."

(b) A \$25.00 collection fee will be assessed for any check returned by the bank.

(c) Rent may be waived for Government group events.

(d) Individuals who reside within the corporate limits of Benton Charter Township may not use their resident status to rent premises on behalf of businesses which are located outside the township limits.

(4) Refund shall not be issued unless Tenant gives notice of cancellation within thirty (30) business days of signing rental.

(5) Any request for use of the premise for other than stated purpose may be required to be presented to the Township.

(6) In the event the premises are not left in the same condition in which they are found, the Tenant shall be required to pay a separate clean-up fee of \$35.00.

(7) If applicable A KEY DEPOSIT in the amount \$35.00, refundable to the Tenant if all of the conditions of this rental agreement are met and key is returned.

(8) Tenant shall not assign, transfer or sublet this rental on said premises, or any part thereof, without the written consent of the Township.

(9) Tenant shall be liable and responsible for any and all damage or injury to said premises or any person or property thereon during the period of occupancy.

(10) Tenant shall keep the premises in a neat and orderly condition and free of rubbish

and debris, which shall be picked up and removed immediately following any occupancy by the Tenant.

(11) Tenant shall be responsible for returning any equipment, keys, etc. to the Township office. Tenant shall be responsible for the replacement of any equipment damaged and/or lost that is the property of the Township.

(12) Should any of the dates of occupancy by the Tenant conflict with any necessary public Township business requiring the use of said premises, the Tenant shall agree to a cancellation of said Rental for said date or dates by said Township

(13) Permanent arrangements for the rental of the premises shall not be accepted for more than one year. Prior to the end of the of rental period arrangements shall be made for the renewal.

(14) Tenant hereby agrees to the following rules regarding the use of the premises:

- (a) **NO alcoholic beverages** shall be served, used or consumed on the premises.
- (b) Excessive noise shall not be allowed to emanate from the premises.
- (c) All groups using the premises shall have adequate ADULT supervision at all times.
- (d) In addition, all rules and regulations of the Park Ordinance - Benton Charter Township Code of Ordinances (Chapter 50), a copy of which is attached hereto, shall be adhered to.

Failure to comply with the rules and regulations as set forth herein could result in immediate cancellation of this Rental by the Township.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the day first written above.

BY: _____
Benton Charter Township

TENANT: _____

ADDRESS: _____

PHONE: _____

COPY OF DRIVER'S LICENSE OR ID REQUIRED!

Resident or Non-Resident

IN CASE OF RESERVATION CONFLICTS, PLEASE CALL BENTON CHARTER TOWNSHIP POLICE DEPARTMENT AT 925-1135 (PRESS #3).

| Office Use Only | | | |
|---------------------------------|---------------------|-------|-------------|
| Total received \$ _____ | cash | check | money order |
| Receipt Number _____ | | | |
| Date Received _____ | | | |
| Date key deposit received _____ | | | |
| Key Number _____ | Date returned _____ | | |