



FOP RENTAL AGREEMENT

Fraternal Order of Police Charles D Hammond Lodge #99

WHEREAS, the Executive Board of the Charles D Hammond, Fraternal Order of Police, Lodge #99, is desirous of renting its banquet facilities, located at, Twin Lake, Michigan to its current members for social gatherings.

This RENTAL AGREEMENT is made on _____ by and between Fraternal Order of Police, Charles D Hammond Lodge #99, 3051 Blue Lake Rd, Twin Lake Michigan, 49457.

(hereinafter "LANDLORD"), and LODGE MEMBER, _____,

(hereinafter "RENTER"), via E-Mail at schedulefop@gmail.com.

The CONTACT PERSON for this rental is Laura Bomers.

WITNESSETH: The LANDLORD, in consideration of the rental payment and the covenants and agreements to be performed by the RENTER, does hereby rent unto the RENTER the following described premises situated at 3051 Blue Lake Rd, City of Twin Lake, County of Muskegon, State of Michigan, 49457, commonly known as Fraternal Order of Police, Charles D Hammond, Lodge #99.

Under this RENTAL AGREEMENT, RENTER states that he/she is a member in good standing of the Fraternal Order of Police, Charles D Hammond Lodge #99.

LANDLORD agrees to rent hall; grounds and/or kitchen, on the _____ day of _____, 20__ from _____ until _____. The day of the intended rental is a _____, (day of week.)

The RENTER agrees to pay the LANDLORD the rental fee of:

\$ _____ this includes \$ _____ rental price, with an additional deposit of \$ _____ to be refunded after inspection

The RENTER advises that the banquet room(s) shall be used for:

_____.

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CANCELATION NOTICE: Renter may cancel with more than 30 DAYS NOTICE prior to the scheduled event without penalty. Renter agrees that contracts canceled with less than 30 days' notice will require full payment. The deposit check shall become liquidated damages forfeit to LANDLORD and said amount will automatically be forfeited to the Fraternal Order of Police, Charles D Hammond Lodge #99.

- I agree to the 30-day cancellation notice.
- All rentals must be paid in full 30 days prior to the event. If payment is not received, RENTER may forfeit the rental.
- I agree my deposit must be paid in full 90 days prior to my event.
- All areas inside the facility are SMOKE FREE.
- A fee of \$250 will be assessed if this smoking policy is violated.
- I understand the smoking policy.
- At the time of rental, RENTER agrees that he/she has inspected the premises for damages and acknowledges the premises are in good order. The RENTER expressly agrees he/she is responsible for maintaining the physical integrity of the premises.
- The RENTER is entirely responsible to the LANDLORD for the replacement or repair of any items damaged or the cost of replacement, at current fair market value.
- Further, that the RENTER has inventoried all available resources, such as food carts, rectangular & round tables, chairs, ladder, vacuums, coffee makers, etc., and accepts all responsibility for said resources. That in the event any of said resources are discovered missing, damaged, or destroyed while in the custody and control of RENTER, RENTER will reimburse LANDLORD the current fair market value of replacing such items.

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That RENTER agrees to comply with the below listed Lodge #99 Hall Rules:

- No tacks, tape, nails, etc. used on the walls for decoration purposes.
- Upon leaving, all tables will be cleared, and chairs stacked upon them in the same manner received.
- Upon leaving, all trash will be bagged and transported into the large dumpster located at the south end of the parking lot.
- Upon leaving, all personal items, including beer kegs, are to be removed from the premise or they will become the property of Lodge #99 (unless prior arrangements are made).
- Upon leaving, all interior lights shall be turned off, windows closed/locked, and doors locked.
- Upon leaving, the kitchen exit door shall be closed/locked, and all ovens/burners turned off.

RENTER shall handle any other items in disarray, which may include, but are not limited to, e.g. vomit accidents, excessive amounts of trash inside the banquet halls or outside in parking lot, numerous decorations on premises, etc.

- **RENTER IS RESPONSIBLE FOR CLEANING:**
 - Bathrooms; toilets, sinks, floors, and removing garbage/sanitary products
 - Main Area; sweeping, mopping, vacuuming, wiping tables, removal of waste
 - Kitchen; sweeping, mopping, sanitizing counters/sinks, removal of waste
 - Outdoors; removal of waste, ensure grill is off, extinguish firepit

Cleaning supplies can be found in the kitchen area.

- No propane tanks and/or grills allowed inside the building.
- That RENTER agrees to be billed for any infraction(s) of the aforementioned Hall Rules and a complete forfeiture of the deposit.
- RENTER cannot be considered in good standing until the bill is paid in full.
- Any member NOT in good standing will NOT be able to rent the hall in the future until the bill is paid in full.
- As of the day of rental, the RENTER shall identify and hold harmless LANDLORD against and from any and all liabilities, fines, suits, claims, demands, actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, the duty to or arising out of (a) any default in observation violation or non-performance of any term or condition of this rental agreement; (b) any damage to person or property occasioned by RENTERS use or occupancy of the demised property; (c) any injury to person or persons, including death, resulting at any time therefrom, occurring in or about demised premises; or (d) any injury to person or property caused by illegal acts of RENTER or their guests occurring in or about demised premises. Should any RENTER or invitees violate any of the above terms or any violations of city ordinance, state or federal law, the right to

occupy the premise shall immediately be revoked. The banquet facilities shall be immediately vacated, and the rental fee immediately forfeited to the LANDLORD.

- The RENTER agrees not to occupy or use the premises, nor permit the same to be occupied or used, for any business except for Fraternal Order of Police, Charles D Hammond, Lodge #99, meetings and its member's entertainments without the written consent of the LANDLORD, under penalty of forfeiture and damages.

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That RENTER understands that LANDLORD does not provide nor serve alcoholic beverages on the premises, and that if RENTER chooses to serve alcoholic beverages while renting such banquet room(s), RENTER is entirely responsible for the purpose of said alcohol and RENTER expressly agrees to accept full responsibility and liability for guests consuming alcoholic beverages, and in addition will hold LANDLORD harmless against and from any liability, fines, suits, claims, demands, actions and costs and reasonable expenses of any kind or nature that arise out of the RENTERS serving alcoholic beverages on the premises. If an entrance fee is to be charged for an event and alcohol is to be supplied you are responsible to apply for a LCC Permit. For additional info contact Liquor Licensing Officer at 586-574-4799. The parties to this RENTAL AGREEMENT agree that any dispute relative to this agreement will be decided upon by the Charles D Hammond, Fraternal Order of Police, Lodge #99, Executive Board, and that any decision rendered by the Executive Board will be the final determination of the dispute. Parties understand that they agree to forego their rights to settle disputes arising from this agreement in a Court of Law. If any term(s) of this RENTAL AGREEMENT are to be invalid for any reason, the term shall be severed from this RENTAL AGREEMENT, and the remaining terms shall continue to be binding on the parties, as if the term was never incorporated into this RENTAL AGREEMENT. I fully understand the rental policy and I agree to this rental agreement
In witness whereof, the parties have hereunto set their hands and seals the day and year first above written.

Signed: _____

Print Name: _____

Today's Date: _____

Signed: _____ (FOP 99 Representative)

All events will be booked in the order they were received. You will receive a confirmation notice by email.