LEASE of GREENBAY TOWNSHIP TOWN HALL

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between Green Bay Township Trustees (as Landlords), whose address, for the purpose of this lease, is 1862 345th Ave. Wever, Iowa 52658 and

_____(Tenant).

Address of Tenant_____

Phone ______

Intended use of Hall

The parties above agree to the following terms and conditions of use:

Landlord leases to Tenant The Green Bay Township Town Hall hereafter identified as (The Venue) occupying the East end of the structure housing The Wever Fire and Rescue Department and located at 1692 354th Ave. Wever, Iowa; said lease to commence on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____ upon the condition that Tenant performs as provided in this lease.

The charge to lease (The Venue) is \$75.00/day.

- The ability to execute a lease is restricted to Green Bay Township residents and businesses.
- Monies collected from leases will be used to offset utility costs, the cost of cleaning supplies, and the labor costs for those times when deep cleaning is required.
- 1. **DEPOSIT:** Tenant agrees to secure the desired lease dates with Landlord via a security deposit in the amount of \$100.00 due in full at the time the lease agreement is executed. The lease will not be considered "in place" until the deposit is in hand.
- 2. REFUND/FORFEITURE OF DEPOSIT:
 - a. Forfeiture of deposit may/shall occur under the following conditions:
 - b. Should Tenet fail to notify Landlord at least (7) days prior to the commencement of the signed lease of Tenant's intent to cancel said lease, one half of the TOTAL lease deposit required will be deemed as forfeit. If notification by Tenet of intent to cancel is made prior to the (7) day window, all deposits paid will be deemed refundable.
 - c. Tenant is required to properly clean (The Venue) after use so as to render it in the same condition of cleanliness and appearance after use as before. Cleaning includes but is not limited to floors, counter tops and appliances used; the removal of all decorations, trash, miscellaneous items and food brought in, leaving only those items that were in (The Venue) prior to use. Tenant will be contacted to rectify any post use cleaning issues identified. Should Tenant refuse to rectify the identified issues or fail to do so within (3) days, deposit monies will be debited in part or in full to the extent of additional required cleaning costs.
 - d. Tenet will be responsible for all damage to (The Venue) not deemed to be reasonable and normal wear. In the event of physical damage to the interior or exterior of (The Venue), its fixtures, appliances or equipment are, the deposit monies will be held until such time, whether through Tenant's Liability Insurance carrier or otherwise, the repair or replacement as required has restored (The Venue) to pre-lease appearance and condition. Tenant shall do a walkthrough of (The Venue) with a representative at which time, any pre-existing damage or defect is noted and agreed to in writing by both parties.
 - e. Upon the termination of this lease, Tenant will surrender premises to Landlord in good and clean condition; free from any damage attributable to Tenant. And, after inspection by Landlord to confirm the same, all security deposits will be refunded by mail within (7) days.
- 3. POSSESSION:

- f. Tenant shall be allowed access to (The Venue) by 9:00 a.m. on the day prior to the commencement date of the lease for purposes of set-up, decorating etc.
- g. Tenant may also use the following appliances as part of this lease agreement: stove top, oven, refrigerator ice maker and dish washer. Use of the fryer and griddle ARE NOT permitted.

4. CARE AND MAINTENANCE:

- h. NO SMOKING is allowed in the building.
- i. No open flames are allowed. Candles must have protected flames.
- j. No decorations shall be affixed to the walls or ceilings.
- k. Tenant shall insure that guests only use the portion of the premises agreed upon for use.
- I. Outside doors shall remain closed and all exits shall be clear at all times.
- m. Tenant shall be liable to Landlord for all damage to property, fixtures and equipment negligently, recklessly or intentionally caused by Tenant or guests of same.
- 5. PARKING: The concrete area in front of the overhead doors of the Wever Fire & Rescue station must be kept clear and unobstructed at all times. Area for parking is available in the graveled lot to the West of the building (adjacent to and South of the shelter house). Even then, parking must occur so as to leave an open means of egress for large emergency vehicles i.e. fire fighting apparatus with access to the street (354th Ave.)
- 6. ASSIGNMEMNT AND SUBLETTING: Tenant may not engage in assignment or subletting of the premises.

7. INSURANCE:

- a. PROPERTY INSURANCE: Landlord and Tenant agree to insure their respective real and personal property for the full insurable value.
- b. LIABILITY INSURANCE: <u>If a business</u>, non-profit or some other legal entity apart from an individual/family, a certificate of General Liability Insurance is required naming Green Bay Township and its elected Trustees as additional insured and, with limits of at least \$500,000.00. <u>When an individual or family</u>, proof of Personal Liability insurance with limits of at least \$500,000.00 is required.
- 8. ALCOHOL: If Tenant plans to charge for alcohol in "any direct or indirect" way, it can ONLY be served if a professional caterer with their own Liquor Liability coverage OR Tenant obtains a short term liquor license and purchases Liquor Liability insurance. In either case Green Bay Township and their elected Trustees must be included as additional insured. A copy of the Certificate of Liquor Liability insurance and proof of Liquor License must be submitted prior to the commencement of the lease. If you will not charge for liquor in any form, or advertise that it will be served, proof of Liability Insurance is sufficient. NOTE: Liquor Liability insurance is needed if you are "in the business of selling or serving alcoholic beverages". You are considered to be "in the business" if you advertise that alcohol will be served, or if there is any exchange of money. DONATIONS ARE CONSIDERED TO BE AN EXCHANGE OF MONEY. In ALL CASES, it is the responsibility of Tenant to monitor and control the consumption of alcohol by all in attendance and the Township of Green Bay and it's Trustees shall not be liable for any actions, legal or otherwise, that result from Tenant's breach of this lease requirement.
- **9. PROVISIONS BINDING:** All covenants and agreements contained herein shall extend to and be binding upon the respective successors and assigns of the parties hereto.

BY:_____

Date:_____

(Signature of lessee)

Tenant

(Title of lessee, if applicable)

APPROVED BY: _____

(Representative of Green Bay Township Trustees)