
CLUB HOUSE RENTAL AGREEMENT

_____ (Lessee) and the Saginaw Gun Club, Inc. (Lessor), a Michigan non-profit corporation located in the County of Saginaw Michigan, agree as follows:

1. **Event Date and Time:** Lessee shall rent the Club House facility (including parking area) located at 9540 Gratiot Road, Saginaw, MI for the following
Event: _____ . **Date:** ___/___/___ . **Hours:** _____ – _____ .
2. **Rent:** Lessee shall pay rent for the use of the facility in the amount of **\$200 for members** or **\$300 for non-members**.
3. **Deposit:** Lessee shall pay a security deposit in the amount of **\$100**. The deposit is refundable 5 days after the event if no damages, overages, or cleaning charges accrue.
4. **Responsible Party:** Lessee designates the following person to supervise activities in connection with the lease of the facilities:
Name: _____, **Phone:** _____ .
5. **Cancellation:** Either party may cancel this agreement by giving notice to the other within 30 days of the event.
6. **Indemnification of Saginaw Gun Club, Inc.:** Lessee will defend, hold harmless, and indemnify lessor, its members, directors, and agents, from any and all causes of action, demands, liabilities of any sort including statutory liabilities and liabilities arising from workers compensation laws, losses, damages, or other claims relating to or arising out of lessee's use of the premises or other conduct occurring during the activity/event or his or her family members, guests or agents or third parties including, but not limited to, entertainers, caterers, or other vendors (including for actual costs of defense and attorney's fees). Lessee hereby waives any and all causes of action, demands, liabilities, losses or other claims, relating to or arising out of strikes, earthquakes, flooding, weather events, utility interruption, acts of God or other causes beyond the reasonable control of lessor including, but not limited to, causes of action, demands, liabilities, or losses resulting from lessor's inability to perform its obligations under this agreement due, in whole or in part, to any such causes.
7. **Use:** The facility shall not be used for any unlawful or unauthorized purpose, or for any purpose inconsistent with the mission and bylaws of the Saginaw Gun Club, Inc. The use of alcohol is not allowed without permit or license for same. No smoking is allowed in the club house.
8. **Damages to Lessee Property/Abandoned Property:** Lessor is not responsible for any loss, damage, or theft from Lessee or guests while on the Premises. Personal property left on the Premises after termination of the lease shall be considered abandoned.
9. **Not Transferable:** This Agreement is for the benefit of Lessor and Lessee and the rights and obligations hereunder may not be assigned or transferred by either party, and is not for the benefit of any other individual or entity including, but not limited to, any caterers, decorators, servers, or other service providers employed, contracted or used by Lessee.
10. **Maintenance, Cleaning and Damages:** Lessee is responsible for maintaining the Premises throughout the event, and leaving the premises in a clean and undamaged condition immediately after the event, including, but not limited to, keeping the tables, serving areas, and kitchen areas reasonably clean and in a safe condition and using appliances and facilities in a reasonable way free of damage. If said premises or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, contractors, guests, or any person admitted to said premises by Lessee, Lessee will pay Lessor upon demand such sum as shall be necessary to restore said damaged premises, to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Lessee or by or with the consent of any person acting for or on behalf of said Lessee. Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not

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drive or permit to be driven nails, hooks, tacks, or screws into any party of the building and will not make nor allow to be made any alterations of any kind therein. Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, posters or cards of any description inside or in front of or on any part of said building. Lessee will be charged for any damages or if any janitorial services are required due to the event. Lessee stipulates that he or she will have examined the Premises at the beginning of the event, and agrees that the Premises are in good order, repair, and in a safe, clean, and tenantable condition.

- 11. Insurance:** If, in the determination of the Lessor, liability insurance is required, a policy satisfactory to the Lessor shall be a prerequisite to use of the leased premises. A copy of this policy shall be provided to the Facility Director no less than one month before the first day of the event. For events scheduled less than one month before the first day of the event, proof of insurance shall be a prerequisite to the taking of a reservation. The policy shall in no case be for an amount less than \$1,000,000 and shall provide the Lessor as an additional insured or co-insured party.
- 12. Governing Law; Jurisdiction and Venue; Complete Agreement; Rules of Construction; Survival of Provisions:** This Agreement shall be governed by the laws of the State of Michigan. The parties hereby agree that any dispute arising hereunder shall exclusively be brought in the Saginaw County, State of Michigan and the parties each consent to the exercise of personal jurisdiction over them by that Court. This Agreement and any exhibits/attachments hereto constitutes the full, complete and final agreement between the parties and supersedes all previous agreements or understandings between the parties relating to this Activity/Event. This Agreement may only be amended in writing, signed by both parties hereto. Lessee has had the opportunity to consult with counsel regarding the execution of this Agreement and no rule of construction construing the meaning of contracts or agreements against the drafter shall be employed in interpreting the provisions of this Agreement. In the event that any provision of this Agreement is deemed to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Executed this date: ___/___/___.

Saginaw Gun Club, Inc.

Lessee Authorized Signatory

RENTAL CONTACT INFORMATION

Name _____ Signature _____
Address _____ Apt. _____
City _____ State _____ Zip _____
Phone _____ E-mail _____

CLUB USE ONLY

Confirmation Date _____ Club Agent's Signature _____
Deposit Received \$ _____ Cash Check Credit Card
Rental Fee Received \$ _____ Cash Check Credit Card
Additional Janitorial Service Charges to be levied \$ _____ Additional Damage Charges to be levied \$ _____

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