

N13830 County Road 551  
Wilson, MI 49896

## **POLICY**

# **GOURLEY TOWNSHIP HALL RENTAL/LEASE**

**PURPOSE:** The purpose of this policy is to provide more detailed information for the basis of the specific requirements for renting/leasing the Gourley Township Hall as listed on the Gourley Township Hall Rental/Lease Agreement.

**THE FIRE HALL:** The Gourley Township Fire Hall is not included as part of this lease agreement and access to the Fire Hall by members of the public during an event covered under this rental/lease agreement is prohibited. Private tours of the Fire Hall on days that do not pose a scheduling conflict with approved rentals may be arranged by contacting a member of the township board or the Fire Chief.

**THE TOWNSHIP HALL:** The top portion of the lease agreement defines the day of the agreement, and who the Lessor and Lessee are. The Lessee is required to provide their current address along with a cell phone number where they may be reached by township officials, including during the event for which the lease/rental of the township hall is desired.

1. The Lessee must indicate when they wish to lease the hall, and the type of event that will occur.
2. Access to the Gourley Township Hall is reserved for those individuals and groups who support the township. Domestic non-profit organizations that support the local Gourley Township community are also welcome to utilize the township hall for fund-raising or the performance of community service within the township.

The Lessee must be a resident, a taxpayer, a fireman (sitting roster) of Gourley Township, or an official domestic non-profit organization that is registered with the State of Michigan. The Lessee's name and address written on the rental/lease agreement shall provide township officers the information needed to verify this requirement.

Note: Some non-profit groups are covered by larger non-profit organizations, and may be designated as "Doing Business As" or listed as an "Assumed Name" under the parent non-profit organization. (State of Michigan business entity search website: <https://cofs.lara.state.mi.us/SearchApi/Search/Search> )

3. The Lessee shall not assign, transfer, or sublet this lease on said premises, or any part thereof without written consent of the Gourley Township Supervisor, Treasurer, or Clerk.

The township official consenting to this change shall ensure that the new Lessee meets the criteria of the original lease agreement and that the new Lessee understands the requirements of

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the lease agreement. The township official may use the Gourley Township Hall Rental/Lease Agreement form to document this change, and indicate that it is a revised lease agreement on the form. This written change in the lease agreement shall be kept on file with the original lease agreement.

4. The Gourley Township Hall may be used for a meeting room, social gathering, or non-profit fund- raisers (including fund raising for personal or medical hardship for a township resident or family member living in the township). Under no circumstance shall the township hall be used as a location for a business or other for-profit activity.
5. A non-refundable rental fee will be required of the Lessee. The proceeds from this fee shall be set aside for the purpose of defraying the cost of maintenance, utilities, and upkeep of the Gourley Township Hall.

Provided there are no scheduling conflicts with other township hall rentals, the Lessee may have access to the township hall the night before the event for set-up. This will not count towards an additional day.


6. A refundable security deposit will be required of the Lessee. The purpose of the security deposit is to ensure that the Lessee leaves the property in the same condition as they found it. The security deposit will be refunded to the Lessee provided the property is properly cleaned after use, and all equipment, supplies, trash, and /or personal belongings are removed from the premises at the end of the event.
7. HOURS OF USE: The Gourley Township Hall is available for use during the periods of time between 7:00 a.m. (central time) – 11:00 p.m. (central time).
8. Parking for township hall events is provided on the south side of the building only. No parking, standing or placing obstructions in front of the fire garage doors located on the west side of the building is allowed. In order to ensure public safety, County Road 551 shall not be obstructed by vehicle traffic associated with a scheduled event at the township hall.
9. Alcoholic beverages are **STRICTLY PROHIBITED** on Gourley Township property, to include the parking lot, the lawn, as well as inside the building. The Lessee agrees to not bring alcoholic beverages on the premises.
10. A lease agreement must be signed by both the Lessee and a Gourley Township official, and the fee and security deposit paid by the Lessee before receiving the hall key for use of the Gourley Township Hall.
11. The Lessee shall be liable and responsible for any and all damage or injury to the Gourley Township Hall property, or to any person or property thereon during the period of occupancy, and shall reimburse, indemnify and hold Gourley Township fully harmless therefrom.
12. It is agreed that Lessee shall not: injure or mar, nor in any manner deface said premises and

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shall not cause anything to be done whereby the said premises shall in any manner be injured, marred or defaced; will not tape anything to the walls, use open flames of any kind (example: candles), or drive nails, hooks, tacks or screws into any part of said building; will not make any alterations or any kind therein and that Lessee shall pay for or otherwise make good or repair all damage to the building and property of the township caused by the Lessee, guests or invitee during tenure of this contract.

- 13. The Lessee shall keep the Gourley Township Hall property in a neat and orderly condition and free of rubbish and debris which shall be picked up and removed from the premises immediately following any occupancy.
- 14. Should any of the above dates of occupancy by the Lessee conflict with any necessary public township business requiring the use of the hall, the Lessee agrees to a cancellation of the lease for the said date(s).
- 15. The Lessee must provide their address and telephone number in case of damage, vandalism, or theft of Gourley Township property during the occupancy of the Lessee. The Lessee will be billed for any and all such identified damages, losses, or vandalism. Gourley Township reserves the right to assess such identified damages for us to six (6) months following the occupancy.
- 16. The Lessee is at least 18 years of age.

The Gourley Township Board reserves the right to amend this policy at any time.

AUTHORIZED BY:  Date: May 10, 2021  
Amy Netzel, Clerk