

**CITY OF MUSKEGON
KITCHEN 242 RENTAL AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 201 , between the City of Muskegon, a Michigan Municipal Corporation located at _____ Muskegon, MI and _____, an individual, residing at _____.

The City rents to the Renter, subject to the terms and provisions to this agreement, Kitchen 242, located at 242 Market Street, Muskegon, MI 49440.

TERM AND RENT

The term of this agreement shall be for the dates and times requested in the attached Application.

The renter shall pay to the City or its agent the rental amount of \$ _____ (USD) which includes basic kitchen rental, utilities and equipment usage.

INDEMNIFICATION AND LIABILITY

Renter shall indemnify, defend and hold harmless the City, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any personal or persons or damage to property arising at any time during and/or arising out of or in any way connected with renter's use or occupancy of the Kitchen and adjoining property.

Renter shall procure and maintain the appropriate food service licensing from the Muskegon County Health Department and/or the State of Michigan. A copy of the license must be provided to the City prior to the rental date(s). The Renter shall be solely responsible for any fines or fees levied by the County Health Department or the State of Michigan related to their activities in the kitchen.

Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the Renter's use or occupancy of the Kitchen and adjoining property.

Renter is solely responsible for supervising all individuals in the Kitchen during the event. The City is not responsible for providing this supervision. The City reserves

the right, however, to evict individuals from the facility during the event if their conduct is deemed to be destructive or detrimental in any way.

GENERAL PROVISIONS

Renter shall not use the City of Muskegon or Kitchen 242 to suggest endorsement or sponsorship of any event without prior approval of the City.

Under no circumstances shall Renter allow any other organization or individual to use the Kitchen for the period for which the Renter has contracted.

A refundable, security deposit/key deposit of \$_____ **(USD)** has been deposited by the Renter with the City or its agent. The security deposit will only be returned to the renter if the Kitchen is returned to the City in the same condition as it was received. The Kitchen must be clean and have trash removed upon final inspection, before all/any portion of the security deposit will be returned. If damages are made to the property and the repair costs exceed the paid security deposit, the City reserves the right to charge the additional expenses to the Renter's debit card or credit card on file.

Renter agrees to keep the kitchen in a state of good repair at all times, and upon termination or expiration of this Agreement, to return to the Kitchen to the City in good order and condition. City or its agent will make regular inspections of the property, and has the right to terminate this agreement at any time if the terms herein are not met.

All keys must be returned by Renter to the City or its agent upon termination of this agreement. Renter's failure to return said key(s) within two (2) days of rent termination will result in forfeiture of the security deposit.

Renter agrees to abide by the following rules, and agrees that upon violation of said rules, the City has the option to terminate this rent and demand that Tenant vacate the premises.

1. No furniture or equipment is to be removed from the premises.
2. Renter shall not admit a larger number of individuals that can lawfully, safely and freely move about the facility.
3. Smoking is not permitted in the facility.
4. Animals are not permitted in the facility.

5. All trash in and about the facility must be removed on a daily basis and placed in trash receptacles located outside of the building.
6. The City reserves the right to impose additional requirements as deemed necessary to protect the facilities and its integrity at the cost of the Renter.

City reserves the right to terminate this agreement for any violation of rules and regulations herein stated. If Renter violates any part of this agreement or reports false information to the City, the City may refuse Renter further use of the facility and Renter shall forfeit a portion of or all of the rental fee and/or deposit paid.

If any provisions of this agreement are held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Important: Please read and initial all pages before signing below.

RENTER:

FOR THE CITY:

(Signature)

(Print name)

**RETURN COMPLETED FORM TO:
KITCHEN 242
242 W. Western Ave.
Muskegon, MI 49440**