

CURWOOD CASTLE LEASE

The Owosso Historical Commission, a non-profit, tax-exempt Michigan Corporation (lessor) runs the Curwood Castle. Lessee, described below, agrees to lease the Curwood Castle.

- 1. The name of the lessee is: _____
- 2. The address for lessee is: _____
- 3. Lessee shall have access to the leased premises for _____ continual hours starting at _____ on _____. This lease does not give lessee any right to use the Curwood Castle at any other hours to rehearse, to set-up or tear down, to decorate or for any other purpose.
- 4. The Owosso Historical Commission leases the first floor of the Curwood Castle for the following purpose, and no other:

In addition, lessee agrees that this rental is not a for-profit event. Neither lessee or any guest or invitee of lessee earn a profit from this use.

- 5. Lessee hereby pays a deposit of \$150 to the Owosso Historical Commission. This deposit holds the rental date and represents \$100 minimum rent and \$50 as a damage deposit. If lessee cancels this lease less than 30 days prior to the rental without written permission from lessor, lessor shall keep the \$100 minimum rent deposit as liquidated damages and shall return to lessee the \$50 damage deposit. The damage deposit shall protect lessor from damages to the premises which occur during the rental period. After completion of all other terms of this lease, lessor shall inspect the premises. Thereafter, within 7 days lessor shall return to lessee the portion of the \$50 damage deposit as is not necessary to reimburse lessor for damage to the premises. Should damage to the premises exceed the damage deposit, lessee shall pay this excess amount within 7 days of notice sent to lessee.
- 6. In addition to the deposit, lessee shall pay additional to lessor at least ten (10) days before the scheduled rental:

_____ The fee is \$25 per hour. There is a two-hour minimum which has been paid as deposit under paragraph 5, above. This amount is for any period more than the two-hour base fee in paragraph 5.

_____ Other for the following services: _____

Unless agreed otherwise, lessee shall pay as additional rent, \$50 per hour for each hour, or portion, the lessee holds over past the agreed upon time.

- 7. The property leased is the first floor of the Curwood Castle at Owosso, MI. In addition, lessee shall have access to all interior rooms, including bathrooms.
- 8. Lessee shall surrender these premises and all equipment in the same condition as at the start of the lease. Lessee shall not injure, mar or deface or allow injury to, the marring or defacement of the premises or any equipment. Lessee shall not use any tapes, hooks, nails or any such hangers on any portion of the building. Lessee shall pick up both the interior of the building and the exterior grounds at the end of the lease.
- 9. Lessor shall not be liable for any loss, death, or damage to persons or property sustained by lessee or by any person using, occupying or visiting the premises, whether the loss is caused by any act of lessee or of any occupant, visitor, or user of any portion of the premises. Lessee shall indemnify lessor against all claims, loss or damage because of the loss. Lessee shall not engage in an activity which will increase the conditions or rate of any insurance policy upon the building or grounds. Lessee shall not have or operate any machinery in the premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline in or about the building, or use any other than electricity for illuminating the premises.

10. Personnel, if employed by lessee, are employees of lessee, and lessee is responsible for payment of worker's compensation, unemployment insurance, social security and withholding taxes.
11. Lessee shall not assign this lease without written consent of lessor.
12. Lessee shall pay actual attorney's fees to lessor for any breach of this lease by lessee.
13. Lessee shall obey all laws, ordinances, and rules and requirements of the police and fire departments. Lessee will obtain all necessary permits and licenses. Lessee will not allow anything on the premises in violation of any laws, ordinances, rules and requirements.
14. All equipment placed in the care of lessee or in the premises during this lease which shall become lost, stolen, or which shall disappear, shall be the sole responsibility of lessee to pay full replacement cost to lessor.
15. Lessee may not operate any lighting or sound equipment without the express permission of lessor and upon such conditions as solely determined by the lessor. Permission to operate this equipment will be granted to lessee if the Curwood Castle is capable of handling the said equipment and does not cause a nuisance to the neighbors of the Curwood Castle.
16. Lessee shall limit sound levels at all times so as not to cause a nuisance to neighbors of the Curwood Castle. Violation of this clause shall authorize the lessor to immediately terminate this lease and to turn off all electricity, if necessary.
17. Lessee may not videotape or allow photographic or sound recordings to be taken by any person for resale to the public.
18. Lessee shall not allow any employee, patron or admittee to use or possess alcoholic beverages of any kind within the building or on the grounds.
19. Lessee shall not allow any employee, patron or admittee to smoke, to light any fires, matches, lighters, or candles within the building. Lessee may light candles when a docent is present, provided the docent oversees the placement and ignition of candles.
20. Lessor shall have sole responsibility to collect and secure all lost or abandoned property.
21. Lessee shall provide its own security for the event.
22. Lessee may not move any property inside building to the outside without the permission of the lessor. Lessee shall return any property moved within the building to its original location.
23. Lessee may not bring or allow any animal to enter the premises unless required by law, such as seeing eye dogs. Lessee shall clean any discharge from any animal immediately.
24. Lessee shall not allow any employee, patron or admittee to throw upon the grounds or in the Curwood Castle any rice, birdseed or the like, such as items thrown at brides following a wedding.
25. This lease is non-exclusive. Lessor may continue to use the leased premises for any purpose not inconsistent with this lease.

Dated: _____

For Lessee

Ronald J. Tobey, for
Owosso Historical Commission