



**BERRIEN TOWNSHIP**  
**8916 M 140**  
**BERRIEN CENTER, MICHIGAN 49102**  
**269-461-6925 ~ 269-461-3762 fax**

**AGREEMENT FOR USE OF TOWNSHIP PARK PROPERTY**

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AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Berrien Township Board, hereinafter designated as the “Board”, and \_\_\_\_\_, herein after designated the “Tenant”,

**WITNESSETH:**

In consideration of the covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

- (1) The Board hereby lets and leases unto the Tenant the Pavilion # \_\_\_\_\_ owned by Berrien Township, located (**10138 Range Line Rd., Berrien Springs, MI**) at the Berrien Township Park for the following period or periods:  
On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
from \_\_\_\_\_ (AM or PM) to \_\_\_\_\_ (AM or PM)
- (2) Said premises will be used for \_\_\_\_\_ and no other purpose without the written consent of the Board.
- (3) Limit two rentals per year, per family.
- (4) Any request for use of the premises for other than the stated purpose may be required to be presented to the Board.
- (5) The tenant shall pay:
  - (a) Township Resident Fee of \$50.00 and a deposit of \$50.00. Deposit will be refunded if Tenant meets all conditions of this lease. \_\_\_\_\_
  - (b) Non-Resident Fee of \$75.00 and a deposit of \$50.00. Deposit will be refunded if Tenant meets all conditions of this lease. \_\_\_\_\_
  - (c) The other Pavilion can be reserved for extra \$25.00 non-refundable charge. \_\_\_\_\_
  - (d) Extra mow in open field for special events/weddings \$50.00. \_\_\_\_\_
  - (e) In the event the premises are not left in the same condition in which they are found, the Tenant shall be required to forfeit their deposit.
- (6) Tenant shall not assign, transfer or sublet this lease on said premises, or any part thereof, without the written consent of the Board.
- (7) Tenant shall be liable and responsible for any and all damage or injury to said premises or any person or property thereon during the period of occupancy.
- (8) Tenant shall keep the premises in a neat and orderly condition and free of rubbish and debris, which shall be picked up and removed immediately following any occupancy by the Tenant.
- (9) Should any of the dates of occupancy by the Tenant conflict with any necessary public Township business requiring the use of said premises, the Tenant shall agree to a cancellation of said lease for said date or dates by said Board.
- (10) Permanent arrangements for the lease of the premises shall not be accepted for more than one year. Prior to the end of the lease period, arrangements shall be made for the renewal.

(11) Tenant hereby agrees to the following rules regarding the use of the premises:

- (a) No alcoholic beverages shall be served, used or consumed on the premises.
- (b) Excessive noise shall not be allowed to emanate from the premises.
- (c) All groups using the premises shall have adequate ADULT supervision at all times.
- (d) In addition, all rules and regulations of Berrien Township Park Ordinance shall be adhered to.

Failure to comply with the rules and regulations as set forth herein could result in immediate cancellations of this Lease by the Board.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first written above.

Authorized by: \_\_\_\_\_ Tenant \_\_\_\_\_  
 \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_

**BERRIEN TOWNSHIP PARK RULES**

1. Park is open from 8:00 AM to Sunset.
2. Speed limit 5 MPH.
3. No motorized vehicles off of roadways.
4. No drugs or alcohol use.
5. No camping.
6. No open fires.
7. No hunting or firearms.
8. No littering.
9. No dogs allowed.
10. No snowmobiling or horseback riding.
11. Use of playground to be with adult supervision at all times.
12. Reservations can be made by calling the Township Hall 269-461-6925.

**Assumption of Risk and General Release of all Claims**

By signing below, I voluntarily assume all risk of injury to me and damage or loss to my person or property while I am on the premises of Berrien Township Rangeline Park and, for myself, my heirs, executors, administrators and personal representatives, I release Berrien Township, its employees, agents, assigns, or those acting on its behalf, from all claims for injuries, death, damages, or losses to my person and property, whether known, unknown, foreseen, unforeseen, patent, or latent, which I may have against Berrien Township.

I understand and acknowledge the significance and consequence of signing this release and assume full responsibility for any injury, damage or loss that I may incur as a result of my use of the Berrien Township Rangeline Park.

By signing below, I represent that I have read this release, understand its terms, and am signing this release freely and voluntarily.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*For Office Use Only*

Deposit Rc'v Check# \_\_\_\_\_ Cash \_\_\_\_\_  
Rental Fee Check# \_\_\_\_\_ Cash \_\_\_\_\_

Deposit returned \_\_\_\_\_ (date)