



LUELLA COLLINS COMMUNITY CENTER TERMS OF THE LEASE AGREEMENT

This Lease Agreement is made this _____ day of _____, 20____ between the Luella Collins Community Center, on behalf of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians, and _____ (Lessee). The Parties declare that:

- A. The Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians is the owner of certain real property with the address of 419 126th Avenue, Shelbyville, Michigan 49344. Said Property is referred to as "Luella Collins Community Center" and is the subject of this Lease.
- B. The Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians allows, at its discretion, approved civic, business, and private groups/individuals to use the Luella Collins Community Center for receptions, dinners, weddings, fundraisers, etc.
- C. The Lessee desires to use the Luella Collins Community Center as follows:
 1. For the purpose of having _____
 2. On (dates) _____
 3. Between the hours of _____
- D. The Center does not permit affixing of anything to the walls, floor, ceilings, mirrors, or pictures without prior written approval. Glitter, confetti and any type of fireworks are not permitted without prior written approval.
- E. The Luella Collins Community Center, nor the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians, is not responsible for the cancellation or disruption of an event due to circumstances beyond its control, including, but not limited to, fire, electrical or mechanical failure, water disruption or any acts of God.
- F. The Parties hereby enter into this Lease defining their respective rights and duties. In consideration of the mutual covenants herein, the Parties agree as follows:
 1. The Lessee shall:
 - a) Comply with all terms and conditions (as set forth in this Lease Agreement) established by the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians regarding use of the Luella Collins Community Center.
 - b) Pay the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians for use of the Luella Collins Community Center a fee in the amount of _____. One half of the fee shall be paid upon execution of this Lease Agreement. The balance of the fee and a security/cleaning deposit in the amount of _____ is due ten (10) calendar days prior to the event.
 - c) Forfeit ½ of the down payment if it becomes necessary to cancel the event more than ten (10) calendar days prior to the event date. Cancellation less than ten (10) calendar days from the event date will result in loss of the entire down payment.
 - d) Assume all risk of damage to property or injury to persons arising out of, or in connection with the Lessee's use of the Luella Collins Community Center and adjoining property to include Boot Lake, and the Lessee waives all claims in respect thereof against the Luella Collins Community Center and the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians.
 - e) Assume responsibility to control all guests.

- f) Assume use of this Property at the Lessee's own risk and the Lessee acknowledges that the Luella Collins Community Center and the Match-E-Be-Nash-She-Wish Band of Pottawatomí Indians shall not be responsible for theft of any person's property while said person is attending an event at the Center.
- g) Assume responsibility for and reimburse the Luella Collins Community Center and the Match- E-Be-Nash-She-Wish Band of Pottawatomí Indians for any and all damages to the Property caused by the Lessee and/or by any of the Lessee's guests and/or by any persons or organizations contracted by the Lessee to provide services or goods before, during or after the event.
- h) Recognize that the Luella Collins Community Center, on behalf of the Match-E-Be-Nash-She- Wish Band of Pottawatomí Indians, possesses sovereign immunity and that nothing in this Lease Agreement constitutes a waiver of such immunity.

2. The Luella Collins Community Center shall:

- a) Allow the Lessee the use of the Property only for the purpose and date(s) described in this Lease.
- b) Return the security/cleaning deposit within seven (7) calendar days after the event, providing all contractual commitments have been complied with.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on this ____ day of _____, 20____, by:

Lessee or Lessee's Representative

Date

Match-E-Be-Nash-She-Wish Band of Pottawatomí

Date