

USAGE AGREEMENT

KCBANQUETCENTER

5830 Clyde Park SW

Wyoming, MI 49509

Phone:616-534-3089- www.KCBanquetCenter.com

This Agreement, entered into this ___ day of ___ 20__ by and between the Building Corporation of the KC Banquet Center and ___ Hereafter called respectively Owner and User.

1. USAGE OF FACILITY: User agrees to purchase from Owner the use of the premises located at 5830 Clyde Park SW, Wyoming, MI 49509

(100 minimum guests required if food is involved) North Banquet Hall on the ___ day of ___ 20__ (200 minimum guests required if food is involved) Grand Banquet Room on the ___ day of ___ 20__

A one-half (1/2) hour grace period is allowed to completely vacate the premises. An additional \$75 will be charged for each half hour of portion thereafter.

2. DEPOSIT: On execution of this Agreement, User deposits with Owner \$ ___, receipt of which is acknowledged by Owner. Balance of \$ ___ is due 30 days prior to the event.

3. DAMAGE DEPOSIT: User will be responsible for damages caused by this negligence and that of his guests or invitees. A damage deposit of _____

4. DAMAGE DEPOSIT REFUND: The balance of the security deposit shall be refunded within two (2) weeks from the date following the Usage by User, together with a statement showing any charges made against such deposit by Owner.

5. TERMINATION: This Agreement may be terminated by either party by giving to the other party not less than three (3) month's prior notice in writing. Termination of this Agreement by User, for any reason, forfeits the Usage deposit. Owner is relieved here from and will return all deposits, if the facility is unavailable due to damage or destruction by fire, vandalism, natural elements or breakage in vital equipment.

6. USE OF PREMISES: The subject premise shall be used exclusively for _____ and for no other purpose, other than stated, any changes in use of premises, without Owner's approval terminates his contract and forfeits the deposit.

7. ORDINANCES AND STATISTICS: User shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

8. BEVERAGES: User, his/her guest or invitees, may not bring or consume any alcoholic beverages, anywhere on the Premises that were not purchased from Owner.

9. LIMITATION ON GAMES OF CHANCE: User SHALL NOT use facility for any Raffle or Games of Chance where the total prize exceeds \$250 unless obtaining prior written approval from the Michigan Liquor Control Commission allowing said event(s) at Owners Facility for said date.

10. KITCHEN: Cooking in the kitchen is prohibited. A \$100 charge will apply, if the kitchen is used for serving.

11. CLEAN UP: User shall upon termination of Agreement, surrender the premise to Owner in as good condition as when received, ordinary wear and damage expected. An additional charge will be applied if excessive cleaning is needed, and will be deducted from the damage deposit.

12. ATTORNEY'S FEES: The prevailing party in an action brought for the recovery of the usage fee or other monies due or to become due under this Agreement or by reason of a breach of any covenant herein contained or to recover for damages to said property, or enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection herewith, including, but not by way of limitations reasonable attorney's fees.

13. DEFAULT: If any default is made in the performance of or compliance with any terms or condition hereof, this Agreement, at the option of Owner, shall terminate and be forfeited, and Owner may reenter the premises and remove all persons or property upon same.

14. MERGER OF NEGOTIATION: It is agreed that this Agreement as a whole constitutes the entire contract between the User and Owner. There is no statement, promise, agreements, or obligation in existence which may conflict with the terms of this Agreement or may modify, enlarge, or invalidate this Agreement or any of the provisions hereof.

Signed in the presence of

User _____ Damage Deposit Received _____ Rental Fee \$ _____
Deposit \$ _____
\$ _____
Owner's Agent _____ Balance \$ _____
Balance Paid On _____