

**LUELLA COLLINS COMMUNITY CENTER
TERMS OF THE LEASE AGREEMENT**

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

- A. The Match-E-Be-Nash-She-Wish Band of Pottawatomini Indians is the owner of certain real property with the address of 419 126th Ave, Shelbyville, Michigan 49344. Said Property is also referred to as “LCCC” and is the subject of this Lease.
- B. The Match-E-Be-Nash-She-Wish Band of Pottawatomini Indians allows, at its discretion, approved civic, business, and private groups/individuals to use the Luella Collins Community Center for receptions, dinners, weddings, fund-raisers, 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 Luella Collins Community 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. Neither the Luella Collins Community Center, nor the Match-E-Be-Nash-She-Wish Band of Pottawatomini Indians, is 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.
 - 1. All reservations are subject to cancellation, without advanced notice, in the event that the facility is needed to accommodate emergent and/or unforeseen Tribal events or ceremonies, as determined by Tribal Council. This may include, but is not limited to, a sacred fire or funeral.
 - a) In the event that the Lessee’s event is cancelled due to Tribal precedence, the entirety of the rental fee and deposit will be refunded in full.
- 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 Pottawatomini Indians regarding use of the Luella Collins Community Center facility.
 - b) Pay the Match-E-Be-Nash-She-Wish Band of Pottawatomini Indians for use of the Luella Collins Community Center a fee in the amount of \$ _____ upon execution of this Lease Agreement. For Gun Lake Tribal Citizens, one half of the fee shall be returned upon completion of this Lease Agreement, via check mailed to the address on file for the Citizen, so long as the facility is left in good and clean condition post-event. Deposits made via credit card shall receive the refunded amount on the same credit card that was used for payment.
 - c) Non-Tribal Citizens agree to pay the Match-E-Be-Nash-She-Wish Band of Pottawatomini Indians for use of the Luella Collins Community Center a fee in the amount of \$ _____ upon execution of this Lease Agreement, as well as a refundable deposit of \$200.00. This deposit shall be refunded upon completion of this Lease Agreement if the facility is left in good and clean condition, as determined by the facility manager.

- 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 Pottawatomí Indians.
 - e) Assume responsibility to control all guests.
 - f) Ensure that no alcohol or controlled substances are present or consumed on the premises.
 - g) 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 property.
 - h) Assume responsibility for and reimburse the Luella Collins Community Center and the Match-E-Be-Nash-She-Wish Band of Pottawatomí Indians for 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.
 - i) 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 fourteen (14) 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

Lessor or Tribal Representative

Date