

BEAR PARK PAVILION AGREEMENT

This agreement is made and entered into on _____20____, between the Detroit Beach Association, here in referred to as the “DBA,” and the undersigned, here in referred to as “lot owner”.

In consideration of the covenants and conditions contained in this agreement, the parties agree as follows:

1. The DBA hereby allows the lot owner the use of the **Pavilion** located in Bear Country Park at 2977 5th Street Monroe, Michigan from 8:00 AM to 9:00 PM on _____20____. The agreement shall exclude all other parts of Bear Country Park, the use of which is open to residents, including lot owner and guests.
2. The premise may be used for recreation purposes only and for no other purpose without the written consent of the DBA.
3. The lot owner shall pay the sum of \$100.00 deposit in advance as a housekeeping deposit with said deposit to be refunded, if after inspection the pavilion is found to be in a clean condition and proper order. If not left in proper order and in a clean condition, the deposit will not be refunded and will be used to defer the cost of clean-up of the premise.
4. Lot owner shall keep premise in a neat and orderly condition and free of rubbish and debris. Trash shall be picked up and removed by the lot owner from the premise immediately following the use of the property.
5. Lot owner agrees to conduct its activities upon the premise in accordance with the bylaws of the association and the park rules.
6. Lot owner shall not maintain or allow to be maintained a nuisance on the premise, or use or permit the premises to be used in an unlawful manner.
7. Lot owner shall have use of the parking lot adjacent to Bear Country Park for parking. Operation or parking of a motor vehicle inside any park area is prohibited.
8. Lot owner agrees to conduct its activities on the property as not to endanger any property or person lawfully thereon.

9. Lot owner shall be liable and responsible for any and all damage or injury to said premise or any person or property thereon during the period of occupancy hereunder, and shall reimburse, indemnify and hold the DBA harmless against any and all claims for injury to person or property (including claims of guests of the lot owner or any contractor, or subcontractor of the lot owner.) arising out of the activities of the lot owner, its invitees and guests.
10. Lot owner shall not assign, transfer, or sublet this agreement or any part thereof, without the written consent of the DBA. Consent by the DBA to one assign, transfer or subletting shall not be deemed to be consent to any subsequent assigns, transfers, or subletting.
11. In the event possession cannot be delivered to lot owner on commencement of the agreement term, through no fault of the DBA, there shall be no liability on the DBA.
12. If lot owner defaults in the performance of or compliance with any term or condition of this agreement, the agreement, at the option of the DBA, shall be terminated, and any future use forfeited.

The parties have executed the agreement on the date set forth above.

In witness, each party to this agreement has caused it be executed at the Detroit Beach Association Office on the date indicated below.

Lot Owner Signature

Date

Lot Owner Printed Name

Association Representative

Date