

LEASE AGREEMENT FOR CONCESSION BUILDING AND PARK PAVILION

This lease made this _____ day of _____, _____, by and between
WELLINGTON CITY a municipal corporation, PO Box 559, Wellington, Utah ("Lessor") and

_____ ("Lessee")

Name

Address

City State Zip

Telephone

In consideration of the following conditions and covenants, the parties hereinafter agree:

1. The Lessor (Wellington City) leases to Lessee and Lessee leases from Lessor on the date(s) of _____, the facility known as the

_____ Concession Building _____ Pavilion

at the Wellington City Park, located at 50 South 200 East, Wellington, Utah, between the hours of 7:00 A.M. and 10:00 P.M., subject to the terms and conditions set out herein:

2. **NON-REFUNDABLE** Lease amount shall be \$_____ per day, which shall be due and payable on execution of this Lease Agreement, and

RESIDENT: Pavilion \$25.00 Concession Building and Pavilion \$50.00
NON-RESIDENT Pavilion \$45.00 Concession Building and Pavilion \$75.00

3. **REFUNDABLE** Security Deposit of \$50.00 cash shall be paid to the Lessor at the time Lessee makes application for Lease. Refund shall be made after the key has been returned and a physical inspection of the Concession Building has been made by a representative of the Lessor for the following:

- a. All surface areas are clean.
- b. All food has been removed.
- c. All cleaning equipment is returned to its assigned location.
- d. Abnormal use of damage to building and its contents.

4. **CONCESSION AREA IS FOR SERVING ONLY. ALL COOKING MUST BE DONE IN DESIGNATED OUTSIDE COOKING AREA ONLY. NO PARKING AT ANYTIME ON GRASS AREAS OF PARK. PARKING ALLOWED ONLY ON ROADWAY AND PAVED PARK ACCESS.**

5. The Serving, Selling or Storing of Alcoholic Beverages is prohibited at the concession building.

6. All clean up shall be done on day of the lease.

7. Failure to obey the conditions of this lease agreement shall result in forfeiture of security deposit.

8. The Lessee shall hold the Lessor harmless on account of any liability which may arise out of; or be associated in any manner whatsoever with Lessee's occupancy or use of the building and adjoining property.

9. If the Lessor retains an attorney to enforce any of the provision of this lease, the Lessee agrees to pay reasonable attorney's fees and associated court costs.

10. NO ANIMALS ALLOWED IN PARK AREA - DOGS, HORSES, CATS, ETC. !

Wellington City
Indemnification, Hold Harmless and Release of Liability Agreement

Whereas _____ (hereinafter "User") desire(s) to use Wellington City (hereinafter "Town") Property or Facilities located at 150 East Main Street, to engage in the following activities:

_____ and in consideration of Town's willingness to allow User to use said facilities and/or property.

I _____ as the duly authorized agent acting on behalf of the User, herewith agree and promise Indemnify and hold Wellington City, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of User, Town and/or their respective officers, agents, officials, members, employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to Town's facilities or equipment arising out of User's use or possession of said facilities or equipment.

User acknowledges that User has been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnification/Hold Harmless/Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification/Hold Harmless/Release of Liability Agreement, that User relinquishes all rights or claims to adjudication or recourse to which User may be entitled in relation to any damages or injury that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in this Agreement voluntarily and that User makes them without any duress or undue influence of any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User or any other person or entity may be greater or more extensive than is known, anticipated or expected.

Signature of User Agent

Date

Printed Name or User Agent

-----Office Use Only -----

Lease fee Paid _____ Deposit fee Paid _____ Date _____

Key given to _____ Date _____

Please refund deposit amount of \$ _____ to :

City Representative

Date