



### Lease Agreement for Concession Building and/or Pavilion

This lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WELLINGTON CITY** a municipal corporation, **PO BOX 559 WELLINGTON, UTAH ("CITY") AND**

\_\_\_\_\_  
Name of Lessee

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
("LESSEE")

\_\_\_\_\_  
Email Address

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

1. The **CITY** leases to the **LESSEE** and **LESSEE** leased from **CITY** on the date of \_\_\_\_\_  
\_\_\_\_\_ The Concession Stand and/or Pavilion
2. Lease amount shall be:  
\_\_\_\_\_ **\$50.00** (Pavilion Only Rental Fee)  
\_\_\_\_\_ **\$100.00** (Pavilion and Concession Stand Rental Fee)
3. The **LESSEE** shall hold the **CITY** harmless on account of any and all liability which may arise out of; or be associated with any manner whatsoever with **LESSEE'S** occupancy or use of the building and adjoining property.
4. **CONCESSION AEA 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. **\*\*THERE SHALL BE NO ALCOHOL OR ALCOHOLIC BEVERAGES IN THE BUILDING OR ON THE ADJOINING PROPERTY AT ANY TIME DURING LESSEE'S USE OR OCCUPANCY OF THE BUILDING.** (Utah Cody Unannotated [32B-4-420](#)). Violations shall result in a Class C Misdemeanor with fines and fees up to \$750.00 and 90 days of Jail. **ALSO, THERE IS NO SMOKING ALLOWED IN THE CITY HALL BUILDINGS, INCLUDING PARK RESTROOMS AND PARK CONCESSION AREA.**
6. All activities with the exception of clean-up shall conclude at 12:00 midnight on said date.
7. If the **CITY** retains an attorney to enforce any of the provisions of this lease, the **LESSEE** agrees to pay a reasonable attorney's fees, together with court cots.
8. **NO ANIMALS ALLOWED IN PARK AREA - DOGS, HORSES, CATS, ETC!**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of **LESSEE**

Accepted by \_\_\_\_\_  
Wellington City Representative

Amount Paid \_\_\_\_\_

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 compensation 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 the 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 Agreement

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name or User Agent

Office Use Only

Date Key Picked Up: \_\_\_\_\_

Name of Person Picking up Key: \_\_\_\_\_

Date Key Returned: \_\_\_\_\_

Phone Number or Email: \_\_\_\_\_

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date