

**LEASE AGREEMENT FOR WEISSPORT MUNICIPAL PARK**

Lessee Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (Office/Home): \_\_\_\_\_ (Cell): \_\_\_\_\_

Today's Date: \_\_\_\_\_  
Month/Day/Year

Lease Location: \_\_\_\_\_ Municipal Park

Lease Date: \_\_\_\_\_

Lease Reason/Use: \_\_\_\_\_

**DUE WITH RESERVATION**

\$350.00 for one (1) day

\$450.00 for two (2) days,

\$550.00 for three (3) days

\$650.00 for four (4) days

\$100.00 will be returned to the Lessee if there is no breakage, damage to the property and if the property is cleaned up to the satisfaction of the Lessor. Full Payment is due with reservation and shall be made in the form of Cash, Cashier's Check, or Money Order only.

## **LEASE AGREEMENT FOR WEISSPORT MUNICIPAL PARK**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Weissport Borough; hereinafter referred to as the Lessor, party of the first part, and \_\_\_\_\_ hereinafter referred to as the Lessee, party of the second part.

That for and in consideration of the rental, hereinafter agreed to be paid by the Lessee (Renter), the Lessor (Weissport Borough) does hereby Lease to said Lessee certain facilities as defined below.

1. The Lessee agrees that lands, buildings, and equipment which are made available under this agreement will not be used by any person, firm, corporation or other group for the purpose of conduction an exhibition, display, entertainment or other event which persons other than members of such group may participate, with to without regard to race, color, or national origin (Title VI, Civil Rights Act 1964).
2. The Lessee agrees not to engage in or permit the premises to be used for any unlawful or offensive purposes, and agrees, in the use and occupancy of the premises, to abide by all regulations of the Lessor, local Law and Ordinances, and the laws of the State of Pennsylvania and the United States Government.
3. No profit making organization may use the Weissport Park; nor shall the Lessee use the Park for profit making purposes.
4. The Lessee may not charge admission fees to the Park.
5. No person under the age of Eighteen (18) years old shall be allowed at the Park without adult supervision. Adult supervision shall be provided by or the responsibility of the Lessee.
6. It is unlawful for any alcoholic beverages to be consumed on the premises at any time.
7. No flammable decorations are to be instilled without first securing the approval of the Lessor. The driving of nails, tacks or other metal articles into the walls, or the posting of paper signs and the like or otherwise making the property, are absolutely prohibited.
8. Any equipment other than equipment furnished in the park shall be brought in, set up and taken down at the Lessee's expense. No outside equipment shall be left over or stored on the premises. Lessee must replace any equipment destroyed, stolen or abused.
9. All of the Lessee's equipment must be removed from the property immediately following the Lessee's activity.

10. The Lessee agrees to deliver up the premises, at the expiration of the lease, in as good a condition as at the beginning of the lease. Pre and post inspection is required.
11. If damage or breakage occurs, or if the property is not cleaned up properly, the deposit shall be applied by the Lessor, to the total cost of repair of said damage/breakage or for proper cleaning. Necessary expenses exceeding the deposit will also be borne by the Lessee and will be subject to reimbursement to the Lessor within a reasonable period of time, not to exceed ninety (90) days following the termination of the lease of incident which occasioned repairs.
12. The Lessor will not be liable for the loss of or damage to any articles belonging to the Lessee regardless of whether such loss or damage is due to the negligence of the Lessor, it's Officers, Agents or Employees. The Lessor will not be liable for any injuries to persons or property sustained as the result of anything done or not done by the Lessee.
13. The Lessee agrees to indemnify the lessor and save it harmless from any and all loss, liability, cost, damage, demand, attorneys fees and expenses that the Lessor may incur or be held liable for on account of or that may directly or indirectly grow out, or in any manner be connected with the use and occupancy of the premises by the Lessee.
14. The Lessee agrees to recognize and admit any representative of the Weissport Borough, upon presentation of his or her credentials.
15. The Lessee shall have no right to sublease the premises or assign any privileges, except as agreed upon with the Lessor.
16. The rights of the Lessee hereunder do not include any concession privileges, unless agreed upon- a payment shall be made at the time with the Lessor if concession is requested.
17. To assure reservation of the Shelters, Gazebo or park, **a deposit of \$350.00 for one (1) day, \$450.00 for two (2) days, \$550.00 for three (3) days and \$650.00 for four (4) days shall be made at the time the request for reservation is made.** \$100.00 will be returned to the Lessee if there is no breakage, damage to the property and if the property is cleaned up to the satisfaction of the Lessor. The payment shall be made in the form of Cash, Cashier's Check, or Money Order only.
18. The Lessee must contact the Weissport Borough Council Representative, Lessor, at least one (1) week before a program in order to make pre rental walkthrough arrangements for use and/or occupancy of the Park. Renter will be able to set up no earlier than noon the day prior to the event and must vacate by noon the day after the event.
19. It is understood and agreed that this contract is subject to cancellation if and when the Lessor, in its discretion, finds that a public emergency requires such cancellation, provided at least one (1) hour before the effective time of such cancellation, Lessee is verbally notified at:

**NAME of Lessor representative:** \_\_\_\_\_

**Cell number** \_\_\_\_\_

- 20. The Lessor will furnish water, if requested, as part of the agreement. Additional requirements will be predetermined, insofar as possible, noted in the contract and charged the prevailing rates. The Lessee agrees to support all costs involved in providing these additional utilities.
- 21.. This agreement represents the entire agreement between parties hereto and cannot be altered by any verbal agreement, nor can it be altered by any written agreement unless such alteration is approved by the Lessor.
- 22. If the Lessee fails to comply with any of the terms and provisions of this contract then all of its rights hereunder shall terminate at once and the Lessor may enter the premises and expel the Lessee without prejudice to other remedies. Notice to quit possession and every other formality is hereby expressly waived by the Lessee in case of default or violation of any of the terms of this contract.
- 23. Lessee is solely responsible for any and all liability including but not limited to property and bodily injury for activities undertaken under this Lease Agreement and holds harmless the Lessor for any and all property and bodily injury and all other damages foreseen or unforeseen for activities Lessee undertakes under this Lease Agreement and agrees that by entering into this Lease Agreement that it has sufficient Insurance and further that it names Lessor as an Additional Insured under said Insurance.

**In testimony whereof, the parties above-named have duly executed this instrument as of the day and year first written on the information cover sheet.**

Lessor Weissport Borough \_\_\_\_\_

Lessor Signature \_\_\_\_\_ Title \_\_\_\_\_

Lessee Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Weissport Borough Representative (responsible for Pre and Post walk through)

Date: \_\_\_\_\_