

AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____ 20____ by and between THE CITY OF ST. MARYS, WEST VIRGINIA, party of the first part and hereinafter called Lessor, and __ party of the second part, and hereinafter called Lessee.

WITNESSETH: That for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor does hereby lease unto the Lessee that certain building known as the Marina Building situate at the Marina, City of St. Marys, West Virginia, upon the following terms and conditions:

1. That the Lessee shall have the right to use the premises from _____ o'clock to _____ o'clock on The _____ day of _____, 20 _____.

2. Lessee shall use the Marina Building for the exclusive purpose of _____

3. Lessee shall not conduct any activity that is unlawful, ultra-hazardous or that would increase the premiums for liability insurance on the premises.

4. Lessee shall pay Lessor the sum of _____ (\$ _____) for the rental of said property for the hours and day listed above.

5. Lessee shall be liable for the cost of all damages caused by the Lessee during the term of this lease.

6. Lessee shall comply with all local, state, and federal laws, rules, regulations, and requirements

applicable to the premises, and in particular with those for the correction, prevention, and abatement of a nuisance.

7. Lessee shall indemnify Lessor against all claims arising from the conduct or management of or from any work or thing whatsoever done in or about the said building during the term of this lease arising from any acts or negligence of Lessee or any of its agents, contractors, or employees or arising from any accidents, injury or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation or corporations, occurring during such term on, in, or about the said premises. Lessee shall also indemnify Lessor against all costs, counsel fees, and liabilities incurred in or about any such claim or in or about any action or proceeding brought thereon and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee shall, on notice from Lessor, resist or defend such action or proceeding by counsel satisfactory to Lessor.

8. No decoration shall be permanently attached to the ceiling, walls, or light fixtures. Any tape used in conjunction with any decorations must be removed upon the termination of this lease.

9. All persons using the Marina building shall be responsible for cleaning after each use and shall have said cleaning completed when the function is completed.

10. Parking signs around the building shall be strictly adhered to at all times.

11. The St. Marys Police Department or city officials reserve the right to inspect all uses of the building at any time that they deem necessary to do so.

12. The Lessee agrees not to keep any animal inside the Marina building at any time without the written

permission of Lessor.

13. The attached check list must be completed before a deposit will be refunded.

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns forever.

Time is of the essence in this Agreement.

WITNESS the following signatures and seals.

THE CITY OF ST. MARYS

By _____ Its _____

LESSEE

Name _____

Address _____

City/St/Zip _____

Phone _____

Signature _____

SECURITY/CLEANING DEPOSIT REFUND INFORMATION

Refund check should be addressed to:

Address refund check should be mailed to:
