

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:

ST. MARYS MARINA BUILDING GENERAL

RULES AND REGULATIONS

1. You will be checked in and out for your rental period. You must be present for both of the arranged check in/check out times to be eligible for a security deposit refund.
2. Please inform City Personnel of any outside activities that would require use of the stage, shelters, field or electric.
3. Please note that a kitchen is located inside the building with a refrigerator, chest freezer stove, coffee pot, microwave, and movable cart. No pots, pans or utensils are provided. You will need to bring your own items for your activity.
4. The exhaust fan in the kitchen must be on at all times when the stove is in use. The fire extinguisher safety unit will discharge if the fan is not turned on.
5. Maximum Capacity is 299 people.
6. The building measures 100 feet by 36 feet, including the kitchen and bathrooms.
7. There are 48-8 foot long tables and approximately 200 chairs for use within the building.
8. The building is reserved on a first paid, first served basis. Anyone using the Marina Building shall pay a rental charge to defray the cost of heat, light, and maintenance as set forth by the City. (\$100.00) (\$300.00) There will also be a refundable security deposit required. (\$50.00) (\$75.00)
9. All person using the Marina Building shall be responsible for cleaning up after each use, and shall have said cleaning completed when function is concluded. The security deposit refund will be considered after city personnel have inspected the building and the building is deemed satisfactory condition. The check in/check out list must be completed by both parties.
10. Posting of signs, circulars, and notices are prohibited unless prior approval is obtained and **MUST** be removed when activity is finished. Your deposit will not be returned if signs are left on the building, streets or medians of Route 2 or Route 16.
11. A signed agreement will be required to cover destruction, and/or damage by the responsible party.
12. No decorations shall be permanently attached to the ceiling, walls, or light fixtures. No helium balloons and no tacks. Any tape in conjunction with any decorations must be removed.
13. Parking signs around the building shall be strictly adhered to at all times. There is to be no parking on the grass. Loading and unloading can be completed at the back of the building only.
14. The St. Marys Police Department or any City Official reserves the right to inspect "ALL" uses of the building at any time that they deem necessary to do so.
15. No activities will be scheduled before 7am or after 10pm.
16. Bounce houses are prohibited inside the building.
17. No tables/chairs/etc. are to be removed from the building.
18. Anyone sponsoring a dance must have at least three adult chaperones and two security guards present.

19. Damaging or defacing Marina property is prohibited.
20. All trash, waste, or unsightly matter shall be disposed of in trash receptacles.
21. No consumption of alcoholic liquor beverages permitted in vehicles or in open areas of the Marina.
22. Swimming is prohibited in Marina area.
23. No open ground fires shall be permitted unless a burn permit has been obtained by the City of St. Marys. Cooking grills and fireboxes will be permitted.
24. No dogs or other animals shall be allowed that are not leashed, caged, or otherwise securely restrained from running free. Persons in control of such animals shall be responsible for cleaning their waste and for any damages caused by such pet or animal. No animals inside the building except by special permission of city officials.
25. No deadly weapons shall be permitted or used in the open Marina area by any person or group unless permitted by state or federal statute, or authorized by prior approval.
26. No boisterous, immoral, or indecent conduct shall be permitted. No radios, audio format players and amplification systems shall be used in a loud manner that will interfere with Marina neighbors or others using the Marina area, except when prior approval has been obtained.
27. No camping, sleeping, or overnight activities will be permitted without prior approval and no use of utilities and services without the authorization of the City Manager. Upon such approval, a utility fee of \$20.00 per night will be charged for overnight use of the Marina facilities. Fees applicable to water, garbage, and electric usage are payable at City Hall.
28. No fishing from the docks except for special events with prior approval.
29. Fairs, festivals, and mass gatherings are required to contact the Mid-Ohio Valley Health Department for information regarding permits. (304-684-2461 or 304-485-1416).

Thank you in advance for helping to keep our community building in good shape.