

## AGREEMENT

LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Town of West Bloomfield, a municipal corporation with offices at 9097 Daylight Drive, in the Town of West Bloomfield, County of Ontario, state of New York (the "Town"), and \_\_\_\_\_ (the "Lessee").

WHEREAS, the Town is the owner of the Michael Prouty Memorial Park, Located on Daylight Drive in the Town; and

WHEREAS, Lessee desires to rent the pavilion at said park (the "Pavilion"), on \_\_\_\_\_ 20\_\_\_\_, and;

WHEREAS, the Pavilion shall not be needed for Town purposes at the time Lessee intends to lease Pavilion; and

WHEREAS, Town and Lessee agree that rental for the Pavilion shall be at a fair and reasonable rental rate;

NOW, THEREFORE, in consideration of the covenants contained herein, it is agreed that:

1. The Town shall lease to the Lessee the Pavilion, for Lessee's use on \_\_\_\_\_ 20\_\_\_\_, between the hours of \_\_\_\_\_ and \_\_\_\_\_.

2. Lessee shall pay to the Town the sum of \$25.00 which is deemed the fair and reasonable rental of the Pavilion for said rental period (the "Rent").

3. In addition to the Rent, Lessee shall deposit with the Town Clerk of the Town of West Bloomfield the sum of \$25.00, which shall be held as security for the return of the Pavilion in the condition in which it was leased. Any cost for maintenance performed by the Town to restore the Pavilion to its condition prior to the Lease shall be deducted from the security deposit. The security deposit does not preclude the Town from taking any other legal action it deems necessary and is not a waiver of any legal rights of the Town against the Lessee for any damage or liability incurred by the Town.

4. Lessee shall be responsible for all ordinary maintenance and cleanup of the Pavilion during the period of the lease and shall return the Pavilion to the Town in the condition in which it was received.

5. Lessee understands and agrees to fully comply with all federal and state COVID-19 restrictions then in place, as can be found on the CDC and New York Department of Health websites. All visitors must comply with then effective quarantine and isolation requirements and otherwise strictly adhere to all safety guidelines, including, but not limited to, use of masks, social distancing, and reduced crowd sizes.

6. Lessee assumes all responsibility and liability for any and all injury or damage to persons or property that occur during or as a result of Lessee's use of the Pavilion. Lessee shall hold harmless and indemnify the Town for any liability incurred by the Town due to the Lessee's rental of the Pavilion, including reasonable attorney's fees.

TOWN OF WEST BLOOMFIELD

LESSEE

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

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

Title:

Address:

Phone:

**TOWN OF WEST BLOOMFIELD**

**PAVILION AT MICHAEL PROUTY MEMORIAL PARK RENTAL APPLICATION  
AND AGREEMENT**

Applicant ("LESSEE"): \_\_\_\_\_

LESSEE Address: \_\_\_\_\_

LESSEE email: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Form of Identification provided: \_\_\_\_\_ Date of rental: \_\_\_\_\_

Between the hours of \_\_\_\_\_ and \_\_\_\_\_

Purpose of rental: \_\_\_\_\_

Approximate number of guests (including minors): \_\_\_\_\_

Emergency contact: \_\_\_\_\_

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

Relationship: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Rental Fee: \$25.00 Form of payment (cash/check only): \_\_\_\_\_

Mandatory security deposit: \$25.00

**By signing below, the LESSEE acknowledges that he/she has read the General Terms and Conditions contained herein, and LESSEE agrees that he/she will abide by its terms, that LESSEE'S attendees or guests shall also abide by the same, and that LESSEE shall be responsible for their conduct or liability while at the Property.**

\_\_\_\_\_  
LESSEE: \_\_\_\_\_  
(print name)

LESSEE'S Initials: \_\_\_\_\_

### **General Terms and Conditions**

1. No alcoholic beverages of any kind shall be permitted at the Property.
2. In addition to the Terms and Conditions herein, use of the Pavilion is subject to the regulations governing park use in Town Code Chapter 102. In the event of conflict between these Terms and Conditions and Chapter 102, the provision of Chapter 102 shall apply. LESSEE acknowledges that he/she has read and is familiar with Chapter 102.
3. No smoking or vaping is permitted at or inside the Property.
4. No firearms, fireworks or explosive materials are permitted at or inside the Property.
5. No signage, other than a temporary sign advertising the event, shall be permitted.
6. The Property shall not be used for overnight occupancy or as living quarters.
7. No flammable liquids or hazardous materials, including but not limited to candles, smoke machines, matches, portable stoves, etc., are permitted inside the Property.
8. No pets or animals or any kind shall be permitted inside the Property. Service animals as defined by federal or state law are exempt from this section. The LESSEE and any person bringing a service animal into the premises or Pavilion shall be responsible for cleaning up and removing any excrement left by such animal.
9. No person shall use unreasonably loud or obscene language, partake in activities that result in unreasonably loud noise, or engage in disorderly conduct at the Property.
10. LESSEE accepts the current condition of the Property and shall be responsible for all ordinary maintenance and cleanup of the Property during the period of the rental and shall return the Property in the condition in which it was received. All garbage and trash generated during the rental shall be removed from the Property.
11. LESSEE shall immediately notify the Town Clerk of any dangerous or hazardous conditions discovered at the Property during the rental.
12. Any cost incurred by the Town to repair any damage or to restore the Property to its condition prior to the rental shall be deducted from the security deposit; if such cost is greater than the security deposit the LESSEE shall pay the Town the difference within thirty days of final invoice. The security deposit does not preclude the Town from taking any other legal action it deems necessary to recover damage/restoration costs and is not a waiver of any legal rights of the Town against the LESSEE for any damage or liability incurred by the Town as the result of LESSEE's rental.

LESSEE'S Initials: \_\_\_\_\_

13. LESSEE understands and agrees to fully comply with all applicable federal and state Department of Health mandates, policies or regulations then in effect. LESSEE acknowledges that he/she will be solely responsible for attendees'/guests' compliance with applicable safety guidelines, including, but not limited to the use of masks, social distancing, and reduced crowd sizes.
14. The rental of the Property shall not be subleased or assigned to a third-party without the written consent of the Town Supervisor.
15. LESSEE agrees to abide by all applicable laws and regulations now in place or hereafter adopted pertaining to the rental of the Property.
16. LESSEE assumes all responsibility and liability for any and all loss, injury, or damage to persons or property, whether belonging to LESSEE, the Town, or a third-party(s), that occurs during or as a result of LESSEE'S rental of the Property. LESSEE shall hold harmless and indemnify the Town for any liability incurred by the Town to LESSEE or attendee, guest, or other third party due to LESSEE'S rental of the Property, including reasonable attorney's fees.
17. LESSEE agrees and acknowledges that under no circumstance shall the Town be liable to LESSEE for any actual, special, or consequential damages arising out of LESSEE's rental of the Property or revocation of this agreement.
18. LESSEE agrees and acknowledges that the Town and its agents and employees retain the right to enter the Property at any time without notice.
19. In the event that the purpose of the rental cannot be fulfilled as the result of an emergency situation as determined by the Town in its sole discretion, the rental fee may be refundable at the sole discretion of the Town Supervisor.
20. LESSEE agrees and acknowledges that in the event that LESSEE or his/her attendee/guest or other third party(s) engages in conduct that is determined by the Town to be in violation of these Terms and Conditions, that the Town may immediately revoke this agreement, the rental, and terminate the event, and that the rental fee is forfeited.
21. No exercise or failure of the Town to enforce any term or condition herein shall constitute a waiver of any other rights.

LESSEE'S Initials: \_\_\_\_\_