**LEASE AGREEMENT**

This agreement is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, lessor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, lessee.

Lessor leases the real property known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to lessee for the period beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The purpose of said lease is for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and for no other purpose.

The fee for the use of the aforementioned real property for the aforementioned period is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Lessee may invite people to attend the aforementioned purpose. It is anticipated that \_\_\_\_\_\_\_ people will attend and lessee understands that no more than \_\_\_\_\_\_\_ people may be on the property any one time.

Lessee understands that lessee is responsible for the maintenance of the property and the safety of the people on the property during the leased period.

Lessee agrees to maintain and keep in full force, at lessee’s own expense, a policy of comprehensive liability insurance with a company acceptable to lessor, including property damage, which will insure lessor and lessee against liability for injury to persons, damage to property and death of any person occurring in or about the property, in a form reasonably acceptable to lessor. Lessee shall provide lessor with a certificate of insurance including an appropriate endorsement listing lessor as an additionally insured and assuring that the policy will not be cancelled prior to or during the dates of the lease. The insurance shall not be for less than $1,000,000 for any one person injured or killed, not less than $2,000,000 aggregate for any one incident, and not less than $100,000 for property damage.

Lessee shall take such steps as may be required to assure that its use of the property is in compliance with all applicable laws and regulations and shall indemnify and hold lessor harmless from any and all claims raised by any entity in any way associated with lessee’s use of the property.

Lessee shall not allow any actions to take place before, during or after the period of the lease which would in any way invalidate any insurance coverage maintained by lessor.

Lessee may allow merchants and other commercial users, with all required licenses and permits, to use space within leased area, subject to all of the terms, covenants and conditions of this lease. All such persons shall be considered within the group of lessee’s invitees.

This lease is personal to lessee and shall not be assigned under any circumstances. Any attempt to assign the lease, or any rights conveyed under it, shall automatically terminate it. No legal title or leasehold interest in the property, or any portion thereto, is created or vested in lessee by the grant of this lease.

Either party may revoke this lease at will by having a written revocation notice delivered to the other party at the address set forth below no less than fourteen days prior to the first aforementioned day of use, unless lessor is required to revoke the lease to comply with the law, in which case, the lease may be revoked immediately at any time. This lease shall be considered revoked if the property is unavailable on the any or all of the aforementioned by reason of Acts of God, road closures, or other events beyond the actual control of lessor or lessee. If the property becomes unavailable during the event lessee will be entitled to a proportionate refund of the rental fee based on the portion of the time the property was used by lessee.

The addresses for notices are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessor Lessee

The onsite contact person during the period of the lease is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The phone number for the mobile phone that will be functioning and attended at all times during the lease period is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Should any incident that may result in liability occur, in which a party to this lease could be named in a claim as a result of this lease, all parties will be given written notice of said incident, with reasonable detail of the incident to put all parties on notice of their potential extent of liability, within three business days of said incident.

Prior to the end of the last day of the Event, lessee shall remove all of lessee’s personal property from the property and shall surrender possession of the property to lessor cleared of all trash and debris, and in good order and repair, to the reasonable satisfaction of lessor. If lessee fails to leave the property in an appropriate surrender condition, lessee shall be responsible for paying all costs incurred by lessor to restore the property to the appropriate condition plus the rental value for each day during which the property is unavailable due to the need for such restoration. The daily rental value shall be calculated as two-fifths of the regular daily rental amount set forth above.

Lessee, as a material part of the consideration to be rendered to lessor under this lease, waives all claims against lessor for damage to all personal property in or about the property and for injuries to persons in or about the property, from any cause arising at any time unless caused solely by the gross negligence or willful misconduct of lessor. Further, lessee agrees to hold lessor exempt and harmless for, or on account of, any damage or injury, whether bodily or personal, to any person or the personal property of any person, arising from lessee’s use of the property, or lessor’s failure to keep the property in clean, good and legally compliant condition.

Lessor shall not be liable to Lessee for any damage by or from any other occupant of the property or any occupant of any adjoining or contiguous property. Lessee agrees to pay for all damages to the property and to the property of those occupants caused by lessee’s, or lessee’s invitee’s, misuse or neglect of the property.

Lessee shall not bring, use, or permit upon the property, or generate, create, release, emit, or dispose (nor permit any of the same) from the property any chemicals, toxic or hazardous gaseous, liquid or solid materials or waste, including without limitation, material or substance having characteristics of ignitability, corrosivity, reactivity, or toxicity or substances or materials which are listed on any of the Environmental Protection Agency's lists of hazardous wastes which may be amended from time to time.

If any legal action or proceeding arising out of or in any way related to this lease is brought by either party to this lease, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney’s fees, expert fees, costs and expenses incurred in the action or proceeding by the prevailing party.

If lessee is a business entity, then lessee represents and warrants that the signatory below is duly authorized to execute and deliver this lessee on behalf of said business entity and that this License is binding upon said business entity in accordance with its terms.

Any provision of this lease which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

This lease constitutes the entire agreement between lessor and lessee relating to the lease. Any prior agreements, promises, negotiations or representations not expressly set forth in this lease are of no force and effect. Any amendment to this lease shall be of no force or effect unless it is in writing and signed by the party against whom such amendment operates.

No waiver by any party to this lease of any breach or default of any of the terms or provisions hereof shall be binding upon said party unless specifically waived in writing by said party.

The words “lessor” and “lessee” as used herein shall include the plural as well as the singular. Words used in any gender include other genders. If there be more than one lessee, the obligations hereunder imposed upon lessee shall be joint and several.

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For purposes of interpretation, no party shall be considered the drafter of this lease or any provision included herein.

WHEREFORE, the parties hereto have executed this lease as of the date set forth below in the County in which the Property is located. 

LESSOR:  DATED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

LESSEE:

DATED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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