

AGREEMENT OF LEASE

Agreement and Lease made this _____ day of _____, _____, by and between Eaton County Parks and Recreation Commission hereinafter called "Landlord" and _____ hereinafter called "Tenant".

Whereas, the Landlord owns, rents, operates, or maintains parcels of land and

Whereas, the Tenant is desirous of Leasing a said parcel of land and the Landlord is willing to lease said property to said Tenant.

Now, Therefore, the parties agree as follows:

LEASED PREMISES

The Landlord hereby demises and leases unto the Tenant the following described parcel of land located at Fitzgerald Park described as follows: Site 1. To be used by the Tenant for recreational purposes including but not limited to group activity, picnicking, games, special events, other (_____).

UNLAWFUL, IMPROPER, OR OFFENSIVE USE

The Tenant shall not make nor allow to be made by any unlawful, improper, or offensive use of the demised premises.

NUISANCE

The Tenant shall be responsible and shall pay all damages and charges to the Landlord or any others for any nuisance made or suffered during said term on the demised premises or the sidewalk or way bordering thereon resulting from the activities of the Tenant.

INSURANCE

The Tenant shall provide, at its expense, liability insurance, including property damage with a \$1,000,000 limit and name Landlord as additional insured. **(PLEASE PROVIDE CERTIFICATE OF INSURANCE WITH SIGNED LEASE.)**

INDEMNITY BY TENANT

Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof or any other part of Landlord's property, occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, or employees.

DURATION AND TERMS

This Agreement and Lease shall be in effect from the _____ day of _____, _____, at 12:00 a.m. (midnight) until the _____ day of _____, _____, at 11:59 p.m. in consideration of rental in the amount of \$1.00 (One Dollar) to be paid by the Tenant to the Landlord prior to occupancy. There are no other obligations incident to the use of the demised premises.

For the Landlord:

For the Tenant:

Director, Eaton County Parks and Recreation
