

Chackbay Volunteer Fire Department
Fairgrounds
Lease Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the Chackbay Volunteer Fire Department, herein called "Lessor" and _____ Herein called "Lessee".

1. USE OF PREMISES:

(a) For and in consideration for the rent and charges hereinafter specified to be paid by Lessee, the Lessor does grant to the Lessee the use of the following facilities in and around the Chackbay Fire Department Fairgrounds.

(b) EVENT: _____

TIME & DATE: _____

The Fairgrounds will not be used for any other purpose whatsoever without written consent of the Chackbay Volunteer Fire Department.

2. RENTAL, DEPOSIT AND LIQUIDATED DAMAGES.

Lessee agrees to pay Lessor as rent for said space:

(a) Fairgrounds Rental: \$ _____ for one day

(b) Damage / Clean Up Deposit: \$ _____

(c) Non-Refundable Booking Fee: \$ _____

Lessee agrees to pay a Non-Refundable Booking Fee of **\$100.00** to be paid at the time of booking the event. This fee is determined earned at the time of booking as other potential reservations for that date will be rejected and the date reserved for Lessee. Lessee agrees to pay a rental damage/cleanup deposit in the amount of \$ _____ to be paid upon execution of this agreement. **Balance payable no later than 1 week (7 days) prior to event.** Lessor agrees that the amount paid on execution and delivery of this contract, shall be forfeited in favor of Lessor, as liquidated damages, if Lessor determines that there is damage or the premises is not cleaned and returned in the same condition or better than it was when the Lease commenced. If Lessor determines that there is no damage to the facility, and the facility is properly cleaned to Lessor's satisfaction after the event, the damage/cleanup deposit will be returned to the Lessee. In the event of any cancellation by Lessee, regardless of notice given, Lessor shall be reimbursed for any and all actual expenditures undertaken by Lessor on Lessee's behalf, in addition to the liquidated damages provided above.

3. INSURANCE: Lessee agrees to obtain at its own expense and to keep in full force and effect during the use or occupancy of the leased premises the following insurance policies with a company authorized to do business in Louisiana.

CERTIFICATE OF INSURANCE DUE UPON RECEIPT OF CONTRACT.

Comprehensive General Liability:

Bodily injury (each occurrence) - \$1,000,000.00

Property Damage (each occurrence) - \$50,000.00

The comprehensive general liability coverage is to include contractual liability applicable to the indemnification provisions of this lease and waiver of subrogation by the insurer against Lessor.

THE CHACKBAY VOLUNTEER FIRE DEPARTMENT FAIRGROUNDS LOCATION shall be names as an additional insured for all coverage and (10days) prior to the commencement of occupancy the Lessee shall furnish the Lessor with a certificate of insurance as evidence that the required coverage is in effect.

4. UTILITIES & EQUIPMENT. The rental includes the on-site electric lights; and equipment customarily provided by the Lessor and determined necessary by the Lessor for the presentation of the event. Lessor shall not be liable for failure to furnish any of the forgoing when such failure is caused by conditions beyond the control of the Lessor, including but not limited to acts of God, accidents, repairs or strikes. Such failure shall not constitute an eviction nor shall Lessor be liable, under any circumstances, for loss of or injury to, property, however occurring, through or in connection with or incidental to the furnishing of or failure to furnish any of the utilities provided by this paragraph, or for any interruption to Lessee's business, however occurring.

5. SETUP. The rental and setup fees include setup of facilities as customarily provided by the Chackbay Volunteer Fire Department. It does not include stagehands, guards, police, doormen, ushers, porters, electricians, and decorators.

6. OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS. The Lessee and its agents, guest and employees will observe and comply with all laws, ordinances, and regulations adopted or established by the United States, the State of Louisiana, and Parish of Lafourche; and with all rules and regulations of Department of Health and Safety and Permits. Lessee will obtain at its own expense all licenses, permits required by any public body if alcohol is sold.

7. STAFFING. Lessor shall obtain, and Lessee shall pay for at the rates quoted in Lessor's cost schedule, all necessary staffing, including security. Lessor retains the right to determine the number of security and staff personnel necessary to properly serve and protect the public.

8. CONTROL OF FAIRGROUNDS. The Lessor reserves the right to control the management and/or operation of said Fairgrounds and to enforce all necessary and proper rules for the management and operation of the same. The Lessor reserves for its manager and employees the right to enter any part of said Fairgrounds at any time and on any occasion.

9. SIGNS AND DECORATIONS. Lessee will neither post nor erect any decorations, signs, advertisements or posters of any kind or descriptions on the premises of the Chackbay Volunteer Fire Department Fairgrounds and/or other properties of Lessor unless specific, prior approval has been obtained from the Lessor.

10. BUILDING OR EQUIPMENT DEFACEMENT OR DAMAGE.

- (a) The Lessee agrees neither to damage, mar, nor in any manner deface, the Chackbay Volunteer Department Fairgrounds buildings or equipment and shall neither cause nor permit anything to be done whereby the said premises or equipment shall be in any manner injured, damaged, marred, or defaced, nor shall he drive, or permit to be driven nails, hooks, tacks, screws or tape in any part of said building or equipment, nor shall he make or allow to be made, any alteration of any kind therein without express permission of the Lessor. Damage to buildings or equipment shall be sole liability of the Lessee who agrees unequivocally to reimburse Lessor for the cost of repairing damage to buildings or equipment.
- (b) If the demised premises or any portion of the Fairgrounds shall be damaged by the act, omission, default or negligence of the Lessee or the Lessee's employees, patrons, invitees, guest, or any person admitted to said premises by the Lessee, the Lessee will pay to the Lessor, upon demand, in cash a sum equal to the cost of repairing and restoring the premises to their condition as of the commencement of this lease; or the Lessee will, at the option of and with approval of the Lessor, make or cause to be made such restoration and repairs at its own expense.

11. LOSS OF USE OF BUILDING. Should the space covered by this contract or any part thereof be destroyed or damaged by fire or by any other cause, or if any other causality, riot or civil disturbance, strike, act of God, or other unforeseen occurrence shall render the fulfillment of this contract by Lessor impracticable, the Lessor shall not in any case be liable or responsible to Lessee for any damage or loss caused thereby. If because of any emergency such as, but not limited to, an air raid warning, a curfew, civil disorder, or a proclaimed state of emergency, any event or any public meeting scheduled or in progress is canceled or terminated, the Lessor shall not be liable or responsible to the Lessee for any loss or damage caused thereby.

12. INDEMNIFICATION. The Lessee will protect, indemnify, save and hold harmless the Lessor, its officers, employees from and against any and all claims, demands expense and liability arising from injury or death to any person or the damage, loss or destruction of any property which may occur on or in the premises or which may arise, or in any way grow of any act or omission of the Lessee, employees, patrons, invitees, guest or the occupancies of the premises by the Lessee or anyone permitted on premises by Lessee, any and all cost, expenses and/or attorney fees incurred by Lessor a result of any such claim, demand, and/or causes action.

13. CANCELLATION BY LESSOR. The Chackbay Volunteer Fire Department Fairgrounds is leased only for the purpose stated in paragraph one (1) of this agreement. Any misrepresentation by Lessee or other person in obtaining this agreement shall be sufficient grounds of immediate cancellation of this agreement by Lessor without liability of Lessor, against Lessee. In the event of such misrepresentation or violation of any other provisions of this agreement, the Lessor, its agents or employees shall further have the right, to refuse to allow the Lessee to take possession of the premises or, if Lessee is already in possession, to cause the ceasing of all Lessee activities and the ouster from the premises.

14. RESPONSIBILITY FOR PERSONAL PROPERTY. The Lessor shall not be responsible for any loss or damage to personal property placed in or about the Fairgrounds belonging to Lessee, employees, patrons, guest and invitees, and the Lessee shall hold the Lessor harmless from all claims arising out of loss or damage to such personal property. The Lessee shall remove from the premises immediately upon the termination of this agreement; all property belonging to the Lessee and all property brought into or unto the premises by Lessee or by persons associated with the Lessee in its use and occupancy of the aforesaid premises. If the Lessee fails to remove all such property, the Lessor shall have the right to cause removal and storage of any such property at Lessee's sole risk, cost and/or expense, but nothing herein shall in any way constitute Lessor as a bailee of any such properties whether owned by Lessee or any other person.

15. SCHEDULING. Unless Lessor and Lessee agree otherwise in advance Lessor shall retain the right to schedule other events both before and after the Lessee's event without notice to Lessee.

16. ASSIGNMENTS AND SUBLETTING. This agreement shall not be assigned nor shall the leased premises be sublet without the prior written consent of the Lessor.

17. WAIVERS. Waiver of one or more terms or conditions of this agreement shall not be deemed a modification or wavier of any other provisions of this lease. No waiver shall be effective or binding upon Lessor unless it is in writing duly executed by Lessor and Lessee as an amendment to this agreement.

18. ATTORNEY FEES. In case suit or action is instituted by the Lessor to enforce compliance with this lease agreement, the Lessor shall be entitled to recover reasonable attorney fees from the Lessee in addition to the costs and disbursements provided by statute.

19. APPLICABLE LAW. This agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Louisiana.

In witness whereof, the parties have hereunto set their hands the day and year first set forth above.

LESSEE:

By: _____

**LESSOR:
CHACKBAY VOLUNTEER FIRE DEPARTMENT**

By: _____
Chackbay Volunteer Fire Department Representative