

CITY OF EASTLAKE
SERVICE DEPARTMENT
35150 LAKESHORE BLVD., EASTLAKE, OHIO 44095
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FAX: 440-975-4280

RENTAL AGREEMENT

This rental agreement is made between the City of Eastlake, County of Lake, State of Ohio, 44095 herein called Owner and _____, herein called Renter.
Print Name

Renter hereby offers to rent from said Owner the parking facility in the City of Eastlake, County of Lake, State of Ohio, 44095 known and described as follows:

WEST PARKING LOT AT ROUTE 91 AND VINE STREET

These parties agree that said rental shall happen only upon the following terms and conditions.

1. Terms and Fee

- Renter may use the premises as needed with an advance notice to ensure open dates.
- Renter shall pay to Owner as rent for use of the premises the sum in accordance with the following schedule:
 - \$400.00 per occurrence
 - \$700.00 for two (2) days in succession

2. Use

- Renter agrees to use the premises for the sole purpose of:

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- The premises shall be used and occupied in a careful, safe and proper manner by the Renter.
- There shall not be conducted on the premises any illegal activities, including but not limited to any illegal gambling, lotteries or liquor sales.
- Renter shall be responsible for all licenses or permits required for their programs.
- Renter, at his expense, shall maintain general liability insurance against claims for premises and in or about adjoining right of way.
- No additional or modified use is permitted without the prior written approval from the Owner.
- Owner reserves the right to modify use on a permanent, temporary or emergency basis.

3. Care, Maintenance, Security of Premises

- Renter shall be solely responsible for any and all expenses associated with the care and maintenance of premises during rental period.
- Renter agrees to provide City Service Personnel the **first right of refusal** service and maintenance duties at Renter's expense.
- Renter is responsible for any expenses associated with Fire, Police and Security Services as determined necessary by the sole discretion of the Owner.
- At expiration of agreement, Renter will surrender said premises in as good condition as received.

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4. **Alterations**

- Renter shall not make any alterations, additions, improvements on or about the premises, without first obtaining written consent from the Owner.

5. **Insurance and Indemnification**

- Renter shall fully insure Self, Officers, Directors, Employees, Volunteers and Agents with the following coverage forms, limits and policy endorsements:
- Commercial General Liability Insurance of not less than \$1,000,000 single limit per occurrence giving coverage for its use and occupancy of the Demised Premises and its operations thereon.
- Insurance shall be obtained from a carrier licensed in the State of Ohio, and shall provide as follows.
 - a. The policy shall name as an additional insured: The City of Eastlake, Ohio
 - b. Provide that the insurance shall be primary insurance and not contributory to any other insurance available to the additional insured with respect to the claims arising out of the agreement. And that the insurance applies separately to each insured, be it a claim or a suit.
 - c. Provide that the Renter shall be given advanced written notice of cancellation, non-renewal or reduction of coverage.

Renter agrees to indemnify and hold the Owner harmless from any and all liability that may arise as a result of the Renter's use of the premises, including any additional costs and attorney fees. Furthermore, to name the Owner as **Additional Insured** on Renter's use of the demised premises. Owner must receive copy of said insurance.

Renter further agrees that Owner shall have no responsibility for any losses incurred by the Renter as a result of, or during the course of the Renter's use of the premises.

IN WITNESS WHEREOF: Owner and Renter agree to the terms of this Rental Agreement and performance of all obligations contained herein, rain or shine.

RENTER

OWNER

Print Name

City of Eastlake, Ohio _____

Signature

Signature: _____
Dennis Morley, Mayor

Address: _____

Date: _____

Ph. No: _____ Email: _____

Signature _____
Kevin Kostelnik, Service Director

Date: _____

Date: _____

