

# Michael J. Colligan Lodge Lease Agreement

Permit # \_\_\_\_\_

This agreement is made on 5/30/2019 between the Hamilton Parks Conservancy, lessor, hereinafter referred to as the "Conservancy" and \_\_\_\_\_ hereinafter referred to as "Lessee"

It is mutually agreed between the parties as follows:

1. FACILITY USE: The Conservancy agrees to use of the Michael J. Colligan Lodge, by the Lessee for the purposes of:

DATE _____	INCLUSIVE TIMES _____	RENTAL FEE _____
WILL ALCOHOL BE SERVED? _____	IF SO, BY WHOM? _____	DEPOSIT AMT. _____
Copy of Insurance _____		AMOUNT RECEIVED _____
Copy of Liquor License _____		AMOUNT DUE _____
EQUIPMENT NEEDS: _____		BALANCE DUE BY _____

2. FINAL PAYMENTS: Complete rental fee settlement shall be made sixty days prior to the rental date, unless otherwise arranged. If complete rental fee is not made prior to the agree date, space will be released and rental deposit will be forfeited.

3. CANCELLATION BY LESSEE: Should lessee desire to cancel this rental for any reason, the Conservancy will retain \$25.00 of the security deposit made by Lessee. Cancellations by Lessee made within 60 days of the reserved date may cause the Conservancy to require an additional 30% of the contract rent as liquidated damages, plus additional expenses incurred, and the Lessee and the Conservancy shall be relieved of any further obligations under this Agreement.

4. CANCELLATION BY THE CONSERVANCY: Should the Conservancy desire to cancel or be unable to perform this Agreement, reasonable notice shall be given in writing to the Lessee and the Conservancy shall return any rent payments. The Lessee and the Conservancy shall be relieved of any further obligation under this Agreement.

5. REASONS FOR TERMINATION OF LEASE: The Conservancy may terminate this Lease if Lessee fails to perform any of its obligations hereinafter set forth or appears to the Conservancy to be financially insecure, in violation of the law, or about to default under the terms of the Lease or the Usgae Policy. Upon termination of the Lease Agreement for whatever reason, Lessee agrees to promptly remove, at Lessee's expense, all its property from the Michael J. Colligan Lodge premises within 24 hours and to forfeit all advance payments made to the Conservancy.

6. USAGE POLICY: LESSEE AGREES TO OBSERVE AND ABIDE BY THE USAGE POLICY, WHICH INCLUDES THE RULES AND REGULATIONS GOVERNING THE USE OF THE MICHAEL J. COLLIGAN LODGE A COPY OF SAID USAGE POLICY PLUS RELATED ATTACHMENTS MAY BE APPENDED HERETO AND IS MADE A PART HEREOF. LESSEE ACKNOWLEDGES RECEIPT AND REVIEW OF THE USAGE POLICY.

7. The Lessee assumes complete and total liability for any damage to the premises or fixtures thereto caused by the Lessee or by his/her guests. it is agreed that the failure to immediately report defects or needed repairs to the Conservancy or its authorized representative shall be considered negligence on the part of the Lessee, and the Lessee shall be laible for any damage caused by such delay.

8. The Lessee will indemnify, defend, and hold harmless the Conservancy, including but not limited to its public officials, employees, departments and divisions against any and all damages, claims, liabilities and expenses of any nature whatsoever, including but not limited to personal injury, death and or property damage arising out of or in connection with the lease of the premises by the Lessee.

FOR LESSEE (AFTER SIGNING PLEASE RETURN TO CONSERVANCY)

ORGANIZATION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_ TEL. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

FOR HAMILTON PARKS CONSERVANCY  
106 NORTH 2nd STREET  
HAMILTON, OHIO 45011  
(513) 785-7055

BY: \_\_\_\_\_ DATE: \_\_\_\_\_