



Lease Agreement for City Hall Building

This lease is made this _____ day of _____, 20____, by and between **WELLINGTON CITY** a municipal corporation, **PO BOX 559 WELLINGTON, UTAH ("CITY") AND**

Name of Lessee

Phone

Address

("LESSEE")

Email Address

In consideration of the following conditions and covenants, the parties hereinafter agree:

1. The **CITY** leases to the **LESSEE** and **LESSEE** leased from **CITY** on the date of
 _____ The Gymnasium
2. **NON-REFUNDABLE** Lease amount shall be \$200 per day, which shall be due and payable on execution of this Lease agreement.
3. **REFUNDABLE** Cleaning/Security deposit of \$100 shall be paid to the City at the time Lessee makes application for Lease. Refund shall be made after the key has been returned and a physical inspection of the Gymnasium has been made by a representative of the Lessor for the following:
 - a. All surface areas are clean.
 - b. All food has been removed.
 - c. All cleaning equipment is returned to its assigned location.
 - d. Abnormal use of damage to building and its contents.
4. The **LESSEE** shall hold the **CITY** harmless on account of any and all liability which may arise out of; or be associated with any manner whatsoever with **LESSEE'S** occupancy or use of the building and adjoining property.
5. ****THERE SHALL BE NO ALCOHOL OR ALCOHOLIC BEVERAGES IN THE BUILDING OR ON THE ADJOINING PROPERTY AT ANY TIME DURING LESSEE'S USE OR OCCUPANCY OF THE BUILDING.** (Utah Cody Unannotated [32B-4-420](#)). Violations shall result in a Class C Misdemeanor with fines and fees up to \$750.00 and 90 days of Jail. **ALSO, THERE IS NO SMOKING ALLOWED IN THE CITY HALL BUILDINGS, INCLUDING MULTI-PURPOSE ROOM, BATHROOMS, HALLWAYS, ETC.**
6. All activities with the exception of clean-up shall conclude at 12:00 midnight on said date.
7. If the **CITY** retains an attorney to enforce any of the provisions of this lease, the **LESSEE** agrees to pay a reasonable attorney's fees, together with court costs.

Date

Signature of **LESSEE**

Accepted by _____

Wellington City Representative

Amount Paid _____

Wellington City

Indemnification, Hold Harmless and Release of Liability Agreement

Whereas _____ (hereinafter "User") desire(s) to use Wellington City (hereinafter "Town") Property or Facilities located at 150 West Main Street, to engage in the following activities:

And in consideration of Town's willingness to allow User to use said facilities and/or property.

I, as the duly authorized agent acting on behalf of the User, herewith agree and promise Indemnify and hold Wellington City, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensation are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of User, Town and /or their respective officers, agents, officials, members, employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to Town's facilities or equipment arising out of User's use or possession of said facilities or equipment.

User acknowledges that User has been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnification/Hold Harmless/Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification/Hold Harmless/Release of Liability Agreement that User relinquishes all rights or claims to adjudication or recourse to which User may be entitled in relation to any damages or injury that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in the Agreement voluntarily and that User makes them without any duress or undue influence of any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User or any other Person or entity may be greater or more extensive than is known, anticipated or expected.

Signature of User Agreement

Date

Printed Name or User Agent

Office Use Only

Date Key Picked Up: _____

Name of Person Picking up Key: _____

Date Key Returned: _____

Phone Number or Email: _____

Please refund deposit amount of \$_____ to:

City Representative

Date