

## FESTIVAL LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **City of Celina**, a municipal corporation, of 225 N. Main Street, Celina, Ohio 45822 (hereinafter "Lessor") and **Celina Lake Festival**, whose mailing address is 218 S. Main Street, Celina, Ohio 45822 (hereinafter "Lessee").

### WITNESSETH:

WHEREAS, Lessee conducts an annual non-alcohol festival event open to the general public to enjoy activities and entertainment; and

WHEREAS both parties have agreed that it is best to enter into an agreement to preserve the right of Lessee to utilize Lessor's park property for scheduled festival activities; and

WHEREAS, in the spirit of community betterment, this agreement shall be for the use of the park property during the Celina Lake Festival, July 26, 2024, July 27, 2024 and July 28, 2024, for the sum of One Dollar (\$1.00) per annum plus the current rental fee for the use of the amphitheater, red tent, shelter houses, Main Street Parking Lot on Saturday for the 50<sup>th</sup> Annual Collector Car Show, Grand Parade on Saturday, and other good and valuable consideration.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, IT IS AGREED AS FOLLOWS:

1. Description of Premises: Lessor agrees that Lessee shall have exclusive use of the following premises for a three-day non-alcohol festival event as follows:

See attached map which is attached hereto and labeled as "Exhibit 2" which is fully incorporated herein by reference.

Together with all buildings, improvements, structures, rights, privileges, easements and appurtenances thereto belonging, in their current condition (hereinafter referred to as "the premises".)

2. Fixtures: The premises shall include all items presently attached or appurtenant to the real property described above or used in the operation thereof.

3. Terms: The cost to lease the property and facilities described in number 1 and 2 above shall be One Dollar (\$1.00) per annum plus the current rental fee for the use of the amphitheater, red tent and shelter houses, Main Street Parking Lot on Saturday for the 50<sup>th</sup> Annual Collector Car Show, and the Grand Parade shall be paid on or by June 26, 2024.

4. Possession: Lessee shall have the right to exclusive possession of the premises 48 hours (July 24, 2024 and July 25, 2024) prior to and 24 hours after any scheduled festival event. Lessee bears the responsibility of notifying Lessor's Park's and Public Work's Department of the festival activities at least ninety (90) days in advance so as to avoid conflicts in scheduling.

5. Duration: This agreement shall be effective immediately, and shall be perpetual in nature; provided, however, that the same shall be subject to review on an annual basis. Either party may terminate this agreement upon providing ninety (90) days written notice to the other party hereto of their intent to do the same.

6. Maintenance: Lessor shall remain responsible for all maintenance to the premises, including, but not limited to, refuse disposal, lawn care, and facility repair. Further Lessor shall remain responsible for all utilities utilized on the premises. Lessee shall be responsible for clean-up and disposal of trash, debris and structures resulting directly from the festival event.

7. Insurance, Waiver, Hold Harmless and Indemnifications: Lessee represents that it presently has in place and in force a policy of adequate and proper insurance covering the premises. Further, Lessee acknowledges that it has read and voluntarily executed the "Waiver of Liability/ Release of Claims" which is attached hereto and labeled as "Exhibit 1", which is fully incorporated herein by reference.

8. Schedule of Events:

- a. See attached 2023 schedule- events may change but will be similar

This Agreement shall be governed by the laws of the State of Ohio and shall not be assignable by either party without the written consent of the other.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

The City of Celina, Ohio by:

\_\_\_\_\_  
Witness -

\_\_\_\_\_  
Thomas J. Hitchcock, P.E.,  
Safety Service Director

Celina Lake Festival by:

\_\_\_\_\_  
Witness -

\_\_\_\_\_  
Michelle Miller, Lake Festival Committee

Approved as to Form:

\_\_\_\_\_  
George Erik Moore, Esq.  
Celina Law Director

**Waiver of Liability / Release of Claims**

I/we, being desirous of entering into a "Festival Lease Agreement" with the City of Celina, Ohio for the exclusive use of certain real property within the City of Celina, Ohio (describe activity), hereinafter known as the "activity", for myself/ourselves and for my/our assigns, agents, representatives, servants, successors, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships, **hereby knowingly and freely and voluntarily assume all such risks** associated with the use of / participation in / engagement in the activity with the City of Celina, Ohio (hereinafter "Celina", with such term herein encompassing but not limited to the City of Celina, Ohio itself, as well as Celina's owners, officers, employees, agents, assigns and successors, agents, representatives, servants, heirs, executors, administrators, insurers, directors, officers, managers, employees, shareholders, trusts, trustees, agents, and any and all other persons, firms, corporations, parent companies, subsidiaries, associations, partners, and partnerships).

It is further expressly agreed and understood that Celina **shall not be liable for any injuries (including personal) or any damage** to any person and/or entity, or to the property of any such individual and/or entity, or be subject to any claim, demand, injury or damages whatsoever, **including** without any limitation, those **damages resulting from acts or active or passive negligence on the part of Celina**. I/we, for himself/herself/ourselves and on behalf of his/her/their executors, administrators, heirs, assigns and successors, **does hereby expressly forever release and discharge Celina from all such claims, demands, injuries, damages, actions or causes of action.**

It is further understood that only individuals/entities who have executed a Waiver of Liability / Release of Claims are permitted to use / participate in / engage in the activity with Celina, and that the undersigned shall ensure that any prospective user / prospective participant complete all paperwork required, from time to time, by Celina associated with such use / participation; such responsibility to ensure said paperwork is completed and properly submitted to Celina lies solely with any such person/entity who has extended such an invitation to any other person/entity; **any person/entity who has invited any other person/entity to so use / participate in the activity hereby agrees to be held liable, whether individually and/or jointly and severally with any such individual, entity, or otherwise, for any and all damages associated with their failure to so comply with the provisions set forth within this paragraph, and further agrees to indemnify, defend and hold harmless Celina from any and all claims, demands, injuries and/or damages whatsoever flowing therefrom and/or associated therewith, and agrees to pay the attorney fees of any such person/entity associated in any manner with defending any such claims.**

*This document prepared by:*

George E. Moore, Esq.  
Celina City Law Director  
Ohio Attorney no. 0082391  
Indiana Attorney no. 27604-38  
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Celina, Ohio 45822  
(567) 890-4141 (Tel)  
george@georgemoorelawdirector.com

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date







# CELINA LAKE FESTIVAL JULY 22 - 23 - 24 'OLYMPIC SPIRIT'

**SUNDAY, JULY 23rd**

*Pageant Presented by*



**Miss Lake Festival Scholarship Pageant  
Miss Lake Festival Outstanding Teen**

**Sponsored by:**

Above and Beyond Daycare and Learning Center

Cabinetry By Ebbing  
Celina VFW Post #5713

Cooper Farms  
Hazelnut Coffee Company  
La Carreta

Masters Precision Machining  
Park National Bank

Parker Hannifin  
The Peoples Bank Co  
West Bank Inn

Amphitheater at Lakeshore Park  
Lake Shore Drive, Celina  
Pre-Show at 6:00 p.m.  
Show starts at 8:30 p.m.

Follow on Facebook

**FRIDAY, JULY 29th**

**GRAND LAKE ART SHOW**

Lake Area Arts Group Art Center • 108 S. Main St  
Open Tuesdays - Saturdays

**FRIDAY, JULY 28th**

**DOWNTOWN MERCHANT SIDEWALK SALES**  
9:00 a.m. - 9:00 p.m. (Located in the Downtown Area)

**CRAFT SHOW**

9:00 a.m. - 9:00 p.m. (Lakeshore Park Area Only)

**CONCESSIONS**

9:00 a.m. - 11:00 p.m. (Lakeshore Park)

**PONY RIDES** Friday / Saturday (Lakeshore Park)

**RIDES**

4:00 p.m. - 11:00 p.m.

**WWII AMPHIBIOUS DEMONSTRATIONS & MILITARY VEHICLES**

Friday / Saturday (At American Legion)

**CAR SHOW / CRUISE IN**

6:00 p.m. - 11:00 p.m.

Registration 6:00 p.m. - 8:00 p.m.  
(Lakeshore Park by the Hot Water Hole)

**\*Sponsored by:**

## OPENING CEREMONIES

AMPHICAR "SPLASH IN"



7:45 p.m.

Lakeshore Park Hot Water Hole

**\*Sponsored by: Celina Lions Club**



**"127 NORTH"**

8:00 p.m. - 10:00 p.m. • 10:30 p.m. - 11:00 p.m.  
Entertainment Tent - Lakeshore Park

**\*Sponsored by:**

- Brian Stephan State Farm Insurance
- Bud's Chrysler Dodge Jeep Ram Chevrolet Buick
- H & R Block
- Happy Daz Restaurants

- RG Sound & Communications
- VFW POST 5713

- Wabash Mutual Telephone Company

**FIREWORKS**

10:00 p.m. - On the Lake by Lakeshore Park

**\*Sponsored by:**  
• Celina Eagles 1291  
• Celina Moose 1473

- Dynamic Federal Credit Union
- Lake Improvement Association
- Peels Pit Stop
- Pottkotter Lawn Care

• VFW POST 5713

\*\*\*FIREWORKS RAIN DATE\*\*\*

SATURDAY JULY 29th

**SATURDAY, JULY 29th**

**5K RUN** 8:00 a.m. **\*Sponsored by: Mercer Health**  
Registration from 7:15 a.m. - 7:45 a.m. Lakeshore Park

**WOMEN'S WALK FOR WELLNESS**

**\*Sponsored by: Grand Lake Health Systems**  
8:05 a.m. Registration at 7:30 a.m. - On Boardwalk

**DOWNTOWN MERCHANT SIDEWALK SALES**

9:00 a.m. - 6:00 p.m. • (Located in the Downtown Area)

**CRAFT SHOW**

9:00 a.m. - 9:00 p.m. (Lakeshore Park Area Only)

**CONCESSIONS**

9:00 a.m. - 11:00 p.m. (Lakeshore Park)

**50th ANNUAL COLLECTOR CAR SHOW**

**\*Sponsored by:**

- Bud's Chrysler Dodge Jeep Ram Chevrolet Buick
- C-Town Wings

• Grand Lake Health Systems  
**Attorneys Lou Schiavone & Evan Bachelor**  
in Memory of Tom Lammers

9:00 a.m. - 3:00 p.m. Downtown - Main Street

**FARMERS MARKET**

**Mercer County Fairgrounds**

**\*Sponsored by: Celina Mercer Chamber**  
9:00 a.m. - 1:00 p.m.

**CELINA LAKE FESTIVAL PET SHOW**

K9 Demonstration

**\*Sponsored by:**

- Celina Animal Hospital
- Dog Spaw
- Pottkotter Lawn Care

Registration at 9:00 a.m.  
Judging starts at 9:30 a.m.  
Lakeshore Park

Grass area near Entertainment Tent

**CELINA HIGH SCHOOL "LIFT-A-THON"**

**\*Sponsored by: OVISCO Sportswear & Awards**  
10:00 a.m. - 1:30 p.m. at Amphitheater

**SATURDAY, JULY 29th**

**PONY RIDES**

Friday / Saturday • Lakeshore Park

**RIDES** 12:00 noon - 11:00 p.m.

Arm Bands \$20 - 12:00 noon - 4:00 p.m.

Rides by Otterbacher Shows - Lakeshore Park  
**WWII AMPHIBIOUS DEMONSTRATIONS & MILITARY VEHICLES**

Friday / Saturday • American Legion

**GINGERBREAD HOUSE DECORATING CONTEST**

**BED RACES**

**MOTORCYCLE PARADE  
COLLECTOR CAR PARADE**

6:15 p.m. On the Parade Route



*Grand Parade  
6:30 p.m.*

**\*Sponsored by: Hazelunt Coffee Company**



**GRAND MARSHAL  
Santa Clause**



**Another Round**

9:00 p.m. - 11:00 p.m.

Entertainment Tent - Lakeshore Park

**\*Sponsored by:**

- Brian Stephan State Farm Insurance

- Bud's Chrysler Dodge Jeep Ram Chevrolet Buick
- H & R Block

- Happy Daz Restaurants
- RG Sound & Communications
- VFW POST 5713

- Wabash Mutual Telephone Company

**SUNDAY, JULY 30th**

**CELINA LAKE FESTIVAL PANCAKE AND SAUSAGE BREAKFAST**

All You Can Eat

8:30 a.m. - 10:30 a.m.

Community Tent Lakeshore Park (free will donation)

Donations go towards Fireworks

**\*Sponsored by:**

- Intercontinental Coffee

**COMMUNITY WORSHIP SERVICE**

Hosted by: Grand Lake United Methodist Church

• Grace Missionary Church

• Abounding Grace Ministries

• Celina First Church of God

10:30 a.m. at Entertainment Tent

**CRAFT SHOW**

11:00 a.m. - 4:00 p.m.

At Lakeshore Park Area Only

**CONCESSIONS**

11:00 a.m. - 4:00 p.m.

At Lakeshore Park

**KIDS DAY**

**\*Sponsored by:**

- Monfort Vorhees McDonalds

**KID'S FISHING DERBY**

11:30 a.m. - 12:30 p.m.

Ages 3 - 12, Registration at 11:00 a.m.  
Lakeshore Park near the Shelter House

**\*Sponsored by:**

- Boyer Concession
- Celina Volunteer Firefighters
- Grand Lake Health Systems

**TOUCH-A-TRUCK**

12:00 noon - 3:00 p.m.

At Hot Water Hole parking lot

**\*Sponsored by:**

- Miller Small Engine Services
- Boroff's Classic Car & Cycle
- Nitro's Towing

- Gentlemen's Quarters

**RIDES**

11:00 a.m. - 4:00 p.m.

Arm Bands \$20 - 12:00 p.m. - 4:00 p.m.

Rides by Otterbacher Shows - Lakeshore Park

**SOARIN HAWK REHAB**

12:00 p.m.

**\*Sponsored by:**

- Craig & Pam Reisen

\*\*\*KIDDIE TRACTOR PULL - NKTPA\*\*\*

**\*Sponsored by: VTF Excavation LLC**

1:00 p.m. - Community Tent

**COSI**

1:00 p.m. - 4:00 p.m.

Entertainment Tent

**\*Sponsored by:**

- Celina Tent Company

**SHOOTING SPORTS ACTIVITIES**

1:00 p.m. - 4:00 p.m.

@ Lakeshore Park Area

**\*Sponsored by:**

- Mercer County Marksman 4-H Club

Entertainment sponsored by:

Wabash Communications



Your Local Communication Connection

**\*ATM Available\***  
in the park