

ROTUNDA LEASE AGREEMENT

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between THE HAMLET HISTORIC DEPOT BOARD, Lessor, acting on behalf of the City of Hamlet and:

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Hereafter referred to as “Lessee”.

In consideration of the amounts specified below, the parties hereto agree that the Lessee may use the following premises, herein referred to as “Premises” of the Lessor:

\_\_\_\_\_  
\_\_\_\_\_

Date(s) and Time(s): \_\_\_\_\_  
\_\_\_\_\_

Type of Event \_\_\_\_\_

Expected Maximum Number of Participants \_\_\_\_\_

Will you provide beer or wine at the event? \_\_\_\_\_  
All applications serving beer or wine must be **submitted 45 days** prior to event for **approval by Hamlet City Council.**

Will you serve any food or refreshments? \_\_\_\_\_

Caterer or person providing food \_\_\_\_\_  
\_\_\_\_\_

Use of the Premises is subject to the following conditions:

1. Lessee shall comply with all laws and regulations of any and all public authorities respecting the use of leased premises and will comply with all directions of Lessor’s appointed representative.
2. Lessee (severally and jointly) shall be corporately and personally responsible for any damage caused by use of the Premises.

3. Lessee must provide single event liability insurance covering bodily injury, including death, and property damage in the amount of one million (\$1,000,000.00), naming the Lessor as Additional Insured. Event Insurance may be purchased or provided through the Lessee's personal homeowner's insurance. Lessee shall provide a copy of the applicable Insurance Certificate as proof to Lessor no later than ten (10) days prior to the date of event. Lessor shall be the sole decision-maker to the acceptability of such proof of insurance.

Registered caterer must provide the Lessor with a copy of their general liability Declaration Page for a minimum of \$1,000,000.00 of coverage in addition to the Lessee's Event Insurance.

4. Alcoholic beverages, if approved by Council, may be used by the Lessee only under the following circumstances and conditions, which the Lessee accepts without exception.
  - a. Alcoholic beverages may be served by an appropriately licensed and insured caterer or Lessee must include alcohol liability in the Event Insurance coverage purchased and listed on the general liability Declaration Page provided to the Lessor no later than ten (10) days prior to the date of the event. Lessor shall be the sole decision-maker to the acceptability of such proof of insurance.
  - b. Only beer and non-fortified wine will be allowed. Hard spirits or cash bars are strictly prohibited.
  - c. Brown bagging is prohibited.
  - d. No alcohol will be served to any person under 21 years of age.
5. Lessee agrees to hold Lessor and the City of Hamlet, (and any employees, officers, or representatives thereof) harmless for any damages or liabilities of any kind that result from the use of the Premises or the use or consumption of alcoholic beverages by any or all persons in relation to the Lessee's use of the Premises, including the costs of defending Lessor or the City of Hamlet in any action that may relate directly or indirectly to the use of the leased Premises and/or any fines, penalties, costs, fees or other damages that may be assessed in such actions.
6. If, for any reason, an unforeseen event occurs, including but not limited to fire, casualty, labor strike, act of God, or other unforeseen occurrence which renders impossible the fulfilling of any term of this contract, the Lessee shall have no right to claim for damages against Lessor.
7. Should it become necessary in the judgment of the Lessor to evacuate the Premises because of fire, bomb threat or for other reasons of public safety, the Lessee will retain possession of the Premises for sufficient time to complete presentation of the activity without additional rental providing such time does not interfere with another building contract. Lessor retains the right to cause the termination of any performance in the interest of public safety.
8. Lessee shall not make any unlawful, improper, or offensive use of Premises, nor suffer any waste thereof, not permit any objectionable noise, nor permit anything to be done upon or about the Premises to create a nuisance, nor permit any controlled substance on or about the Premises, nor remove any interior decoration from the Premises without prior permission of Lessor. Lessee will display flyers

- or advertisements only on spaces approved by Lessor. Lessee shall not injure, mar, nor in any manner deface the Premises or any equipment therein. Lessee shall not permit Premises or equipment therein be injured, marred or defaced. Lessee shall not drive nor permit to be driven nails, hooks, tacks, or screws into any part of said building or equipment contained therein and will not make or allow any alterations of any kind to said building or equipment contained therein.
9. This Lease Agreement is not assignable except with the express written permission and agreement by Lessor.
  10. In the event of suit or other legal action against Lessor, or the City of Hamlet, their trustees, officers, employees, or assigns, which may result from the Lessee's use of the Premises, Lessee shall defend and indemnify Lessor, the City of Hamlet, and said trustees, officers, employees or representatives for all damages, fees, expenses, and costs incurred by Lessor.
  11. Upon the signing of this Agreement, Lessee submits to Lessor a nonrefundable Earnest Money Deposit in the amount of \$\_\_\_\_\_, which equals One-Half of the Rental Fee. In the event of cancellation of the event or this Agreement, Lessor shall retain the entire amount of the Earnest Money Deposit.
  12. No later than 30 days before the date on which Lessee is leasing the Premises, Lessee shall deliver to Lessor the balance of the Rental Fee (\$\_\_\_\_\_) and a Damage Deposit of \$\_\_\_\_\_ (equal to half of the rental fee or minimum of \$100, whichever is greater) for use of the Premises. In the event Lessee fails to deliver the remainder of the Rental Fee and Damage Deposit by that time, this Lease Agreement shall be deemed to be terminated and the Earnest Money Deposit shall be deemed to be forfeited to Lessor, who shall have no further obligation to Lessee herein.
  13. After the completion of Lessee's event, Lessor or its designee shall inspect the Premises, and if the Lessor determines that the Premises are in the same condition, as before the lease term herein, then Lessor will refund the Damage Deposit described in Paragraph 12, above.
  14. In the event the Lessor or its designee determines, as a result of the inspection, that the Premises have been damaged, Lessee shall within 10 days of that determination pay Lessor the cost to repair or replace such damages, In addition, Lessee shall within 10 days of Lessee's use of the Premises reimburse Lessor the value of any items removed from the Premises without Lessor's permission.
  15. Lessor shall retain the right to use and/or lease use of such portions of the Premises as may not be covered by this contract.
  16. Lessee has received and read a copy of Rental Policies and Guidelines which are incorporated herein by reference as if fully set out, and Lessee agrees to abide by same and understands that **FAILURE TO ADHERE TO THESE POLICIES AND GUIDELINES WILL RESULT IN FORFEITURE OF THE DEPOSIT**. Any exceptions to the rules and regulations of conditions of use must be marked "N/A" per paragraph accepted and signed off by the Lessor.
  17. The rule of documents construed against the drafter is agreed to not apply in construing this Agreement.
  18. This lease agreement was executed in North Carolina and shall be governed by North Carolina law.

19. Any suit, claim, or action in relation to this Lease Agreement or Lessee's use of the Premises shall be filed in the General Court of Justice in Richmond County, North Carolina and in no other venue or court.
20. By his signature herein, the Finance Officer has audited and approved this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and any signature(s) being by authority of the persons or proper governing body of the organization.

LESSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LESSOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This Instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer of City of Hamlet

\_\_\_\_\_  
Date