

LORAIN BOROUGH VETERANS MEMORIAL PARK LEASE AGREEMENT

(Revised 4/20/2023)

PARK HOURS ARE FROM 9:00 A.M. UNTIL 10:00 P.M. FOR THE TERM OF THIS LEASE

This Park Lease Agreement, made this day of **AUGUST XXND** , **2026** , by and between the Borough of Lorain, a municipal corporation, with its principal offices located at 503 Green Valley Street, Johnstown, Pennsylvania 15902 (hereinafter referred to as the "Borough"),

AND

_____(single)(husband and wife)(partnership)(corporation) of
_____(hereinafter referred to as the "Lessee"),

Witnesseth:

1. For and in consideration of the mutual agreements contained herein and subject to the terms and conditions hereinafter stated, the Borough hereby leases to the Lessee the Borough's recreation facilities known as Lorain Borough Veterans Memorial Park (hereinafter referred to as "Park").
2. The term of this rental agreement is for the following day(s) for the period during each day as shown beginning on **AUGUST XXND, 2026 at 9:00 AM** and ending on **AUGUST XXND, 2026, at 10:00 PM.**
 - a. If a band, disc jockey, or other entertainment is provided, said entertainment shall end by 10:00 PM.
 - b. Alternative occupancy. If the premises herein included are damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control or without the fault or negligence of the Borough including, but not restricted to, acts of God, vandalism, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities or unusually severe weather, prevents either occupancy or use of the Park as granted in this Agreement, the Borough is hereby released from any damage or damages so caused to the Lessee thereby. The Lessee agrees to indemnify the Borough for - restitution to holders of paid admissions and to other such patrons thus affected by the aforementioned action.
3. The Lessee shall not assign or sublet the Park or this Agreement without the written permission of the Borough.
4. The rent to be paid to the Borough by the Lessee for the Park only is **\$300.00/day weekday, \$600.00/day on the weekend, or \$1000.00 for a 2-day weekend rental plus a \$200.00 security deposit.**
 - a. Rent. The Lessee shall place with the Borough a deposit of **\$200.00** to be paid for the Park prior to signing this Agreement. Deposit information can be found in (b.) below. The rental fee shall be due two weeks before the date when the Park is to be rented. No portion of the Rent shall be refunded to the Lessee if the Lessee cancels this Lease after the date written in this paragraph specifying when the rent is due.
 - b. Security Deposit. The Lessee shall also place a **\$200.00** security deposit with the Borough to secure the date, cover clean up or damages to the Park. If the rental fee is not paid before two weeks before the rental date the **\$200.00** deposit will be automatically forfeited.

- i. Date. A verbal commitment made to the Park Commissioner to secure the date holds the reservation for three (3) days. The three (3) days shall begin when the Lessee contacts the Park Commissioner and learns that the date desired is available. The **\$200.00** security deposit shall be due immediately upon stating your interest in the date. A Lease Agreement for the Park signed by the Lessee and the Borough and the **\$200.00** security deposit must be received by the Borough to secure the date desired by the Lessee. The **\$200.00** security deposit paid to secure the date desired by the Lessee shall **NOT** be refundable in the event that the Lessee cancels this lease within one hundred twenty (120) days of the beginning date specified in Paragraph 2 of this lease or presents themselves at the Park thirty (30) or more minutes after the time agreed upon by the Lessee and Park Commissioner or their agent to meet to open the Park. Forfeiture of the **\$200.00** security deposit because the Lessee presented themselves after thirty (30) or more minutes after the time agreed upon by the Lessee and Park Commissioner to meet to open the Park neither cancels this lease nor denies the Lessee the right to rent the Park for the time period agreed upon in this Lease, provided that the Lessee tenders at presentation another **\$200.00** security deposit to cover clean up or damages to the Park. In the event that the Lessee fails to pay the **\$200.00** security deposit when they presented themselves at the Park this Lease shall be terminated and the Lessee shall be denied access to the Park.
- ii. Clean up or Damages to the Park. If the **\$200.00** security deposit is not forfeited as set forth in this Lease, it shall cover clean up or damages to the Park. All tables and chairs used for this even must be there and not damaged or you will be charged from your deposit for each chair or table damaged or missing. It is also the responsibility of the lessee to police call the area for trash, remove all decorations and take all garbage's including the bathrooms to the dumpster. NO CONFETTI is permitted. Uses of confetti will result in the full loss of security deposit. The kitchen and any appliances used must be completely cleaned. All trash from the cans, kitchen and bathrooms must be removed and taken to the dumpster above the kitchen by the back gate.
- c. The Lessee also shall pay to the Borough, on demand, any additional sums that may become due to the Borough on account of special facilities, equipment and material, or extra services furnished by the Borough at the request of the Lessee, or by virtue of Lessee's occupancy of the premises, the compensation for which is not included in the rent or rents specified above. Such services or facilities to be paid for extra, include bar/cooler area: **\$100.00**, Electrical grid for vendors **\$100.00/day**.
5. Lessee shall use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the tenancy. **Fires are permitted in the fire rings around the park grounds.**
6. Lessee shall indemnify and hold harmless the Borough or its representatives or agents in the event that Lessee uses said premises or any part thereof for the operation of a checkroom; for the possession, storage or sale of alcohol, alcoholic beverages, or liquor; or for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the premises or from all loss, cost and expense arising out of any liability, or claim of liability,

for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of the use or occupation of the facilities herein above described, whether such use is authorized or not, or by any act or omission of Lessee or any of its officers, agents, employees, guests, patrons or invitees, and Lessee shall pay for any and all damage to the property of Borough, or loss or theft of such property, done or caused by such persons.

7. LESSEE FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS THE BOROUGH, ANY OF ITS REPRESENTATIVES OR AGENTS FROM ANY AND ALL LOSS, COST AND EXPENSE ARISING OUT OF ANY LIABILITY, OR CLAIM OF LIABILITY FOR INJURY OR DAMAGES TO PERSONS OR PROPERTY SUSTAINED OR CLAIMED TO BE SUSTAINED BY ANYONE WHOMSOEVER, FOR ANY REASON, OR BY USE OR CONSUMPTION OF ALCOHOL, ALCOHOLIC BEVERAGES, OR LIQUOR AT THE PARK DURING THE TIME LESSEE IS IN POSSESSION OF THE PARK PURSUANT TO THIS LEASE.
8. In the event that the Lessee is selling alcohol, alcoholic beverages or liquor, the Lessee further agrees to execute and deliver to the Borough at the time of acceptance and execution of this rental agreement a comprehensive liability insurance policy, including public liability and property damage, written by a company acceptable to and approved by the Borough covering premises, operation hereunder and productions therein.

Certified copies of above policy or a certificate evidencing the existence thereof or a binder shall be delivered to the Borough upon the execution of this rental agreement. In the event a binder is delivered, it shall be replaced within seven (7) days by a certified copy of the policy. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving twenty (20) days' written notice thereof to the Borough.

The Borough shall not be named as an assured in any insurance policy required hereunder but said policies shall contain a provision waiving all subrogation rights against the Borough.

9. Lessee shall not do any act or suffer any act to be done during the term of this rental agreement which will in any way mar, deface, alter or injure any part of said Park.
10. **Lessee, their agents or assigns shall not imply, use or associate as a sponsor, co-sponsor, or presenter of any event at the park before or during the term of this lease either "Lorain Borough" or "Lorain Borough Veterans Memorial Park". In the event that the Lessee, their agents or assigns imply, use, or associates "Lorain Borough" or "Lorain Borough Veterans Memorial Park" as a sponsor, co-sponsor, or presenter of any event at the park at any time before or during the term of this lease, this lease shall immediately terminate and any deposits or fees paid by the Lessee to the Borough shall not be refunded to the Lessee, their agents, or assigns.**
11. All portions of the sidewalks, entries, passages, vestibules, halls, and all ways of access to public utilities of the Park shall be kept unobstructed by the Lessee and shall not be used for any purpose other than ingress or egress to and from the premises. The doors, stairways or openings into any place in the structure, including hallways, corridors and passageways, also house lighting attachments, shall in no way be obstructed by the Lessee.

12. The Lessee shall not allow or cause to admit a larger number of persons to those portions of the Park than can be properly and safely seated and move about in said premises, and the decision of the Borough upon this respect shall be final.
13. In the event any portion of the Park hereby leased to Lessee is not vacated at the end of the term of this rental agreement, then the Borough shall be and is hereby authorized to remove from said premises, at the expense of the Lessee, all goods, wares, merchandise and property of any kind or description which may be then occupying a portion of said Park on which the term of this rental agreement has expired, and said Borough shall not be liable for any damages to or loss of such goods, wares, merchandise or property sustained either during the removal or storage of same and the Borough, its agents, employees, and officials, are hereby expressly released from any and all claims for such loss or damage. Upon termination of this rental agreement, the Lessee will deliver up to the Borough the premises demised in as good condition and repair as the same shall be found at the beginning of the term of this rental agreement, except for normal wear and tear.
14. THE BOROUGH SHALL HAVE THE SOLE RIGHT TO HAVE ANY VEHICLE WHICH REMAINS ON THE PARK PREMISES AFTER THE EXPIRATION OF THIS LEASE REMOVED AT THE EXPENSE OF THE LESSEE OF THE PARK OR THE OWNER OF THE VEHICLE. THE LESSEE OF THE PARK OR THE OWNER OF THE VEHICLE SHALL BE RESPONSIBLE FOR ANY RECOVERY EXPENSE INCURRED. THE LESSEE OF THE PARK OR OWNER OF THE VEHICLE SHALL CONTACT DIRECTLY, THE TOWING OR IMPOUNDMENT SERVICE LISTED ON THE SIGNS IN THE PARK.
15. The Borough assumes no responsibility whatsoever, for any person or property placed in said Park, and said Borough is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said premises under this rental agreement; and all watchmen or other protective service desired by the Lessee must be arranged for by special agreement with the Borough.
16. The Borough shall have the sole right to collect and have custody of all articles left in the premises by persons attending function held in the premises. Any property left in the Park by Lessee shall, after a period of 2 days from last day of tenancy hereunder or written notice shall be deemed abandoned and become the property of the Borough.
17. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Park, either prior to, during or subsequent to the use of the Park by the Lessee, the Borough and its officers, agents, and employees shall act solely for the accommodation of the Lessee and neither the Borough nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.
18. Any notice or communication which the Borough may give the Lessee shall be deemed sufficiently rendered or if the same be in writing and sent by certified mail or a proof of mailing to the address in the beginning of this agreement.
19. Lessee agrees to pay promptly all taxes, excise or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses, municipal, state or federal, required for the usage herein permitted, and further agrees to furnish the Borough, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees above

referred to, and showing that all required permits and licenses are in effect.

20. It is understood and agreed that the Borough hereby reserves the right to enforce all necessary and proper rules for the management and operation of the same and for its authorized representatives to enter the portions of the Park, leased to the Lessee, at any time and on any occasion. The Borough also reserves the right, but not the duty, through its duly appointed representatives, to eject any objectionable person(s) from the premises and the Lessee hereby waives any and all claims for damages against the Borough or any and all of its officers or agents resulting from the exercise of this authority.
21. The Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of 'the water supply system, drainage system or electrical system leading to or on the demised premises. In the event the Park or any part thereof is damaged by fire or if for any other reason, including strikes, failure of utilities or any act of God which, in the judgment of the Borough, renders the fulfillment of this rental agreement by the Borough impossible, the Lessee hereby expressly releases and discharges the Borough and its agents 'from any and all demands, claims, actions and causes of actions arising from any of the causes aforesaid.
22. This rental agreement and all and each of its terms and conditions shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, personal representatives, successors, agents and assigns.
23. This Agreement does not relieve the Lessee, their heirs, executors, administrators, personal representatives, successors, agents, or assigns from complying with any Federal, State, or Local law, ordinance, or rule and regulation.

In witness whereof, this is Agreement is executed the first day written above.

Lessee

Date

Lessee 2

Date

ATTEST:

LORAIN BOROUGH

Michael Hammers – Park Commissioner LBVMP

Date
