

# LEASE AGREEMENT FOR TOWN OF ERWIN MUNICIPAL PARK & W.N. PORTER PARK COVER SHEET

---

Lessee Name: \_\_\_\_\_

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

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_

Today's Date: \_\_\_\_\_  
Month/Day/Year

Lease Location:  Municipal Park Shelter  
 Municipal Park Tennis Courts  
 Municipal Park Ball Fields  
Circle Field(s) being used 1 2 3 4 5  
 Municipal Park Gazebo  
 Municipal Park Gym  
 W.N. Porter Park Shelter  
 W.N. Porter Park B-Ball Courts

Keys  Municipal Park (gate & bathrooms)

W.N. Porter Park (electrical outlets)

Lease Date: \_\_\_\_\_ Time: \_\_\_\_\_ until \_\_\_\_\_

Lease Reason/Use \_\_\_\_\_

## **LEASE AGREEMENT FOR** **TOWN OF ERWIN RECREATIONAL FACILITIES**

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Erwin, North Carolina; hereinafter referred to as the Lessor, party of the first part, and \_\_\_\_\_ hereinafter referred to as the Lessee, party of the second part.

That for and in consideration of the rental, hereinafter agreed to be paid by the Lessee, the Lessor does hereby Lease to said Lessee certain facilities as defined below.

1. The Lessee agrees that lands, buildings, and equipment which are made Available under this agreement will not be used by any person, firm, corporation or other group for the purpose of conducting an exhibition, display, entertainment or other event in which persons other than members of such group may participate, with or without regard to race, color, or national origin. (Title VI, Civil Rights Act 1964)
2. The Lessee agrees not to engage in or permit the premises to be used for any unlawful or offensive purpose, and agrees, in the use and occupancy of the premises, to abide by all regulations of the Lessor, local Law and Ordinances, and the laws of the State of North Carolina and the United States Government.
3. No profit making organization may use the Erwin Recreational Facilities; nor shall the Lessee use the Recreational Facilities for profit making purposes.
4. The Lessee may not charge admission fees to the Recreational Facilities.
5. No person under the age of 18 years old shall be allowed at the Recreational Facilities without adult supervision. Adult supervision shall be provided by or the responsibility of the Lessee.
6. It is unlawful for any alcoholic beverages to be consumed on the premises at any time.
7. No flammable decorations are to be installed without first securing the approval of the Lessor. The driving of nails, tacks or other metal articles into the walls, or the posting of paper signs and the like or otherwise marring the property, are absolutely prohibited.
8. Any equipment other than equipment furnished in the Recreation Facilities shall be brought in, set up and taken down at the Lessee's expense. No outside equipment shall be left over or stored on the premises. Lessee must replace any equipment destroyed, stolen or abused.

9. All of the Lessee's equipment must be removed from the property immediately following the Lessee's activity.
10. The Lessee agrees to deliver up the premises, at the expiration of the lease, in as good a condition as at the beginning of the lease.
11. If damage or breakage occurs, or if the property is not cleaned up properly, the deposit shall be applied by the Lessor, to the total cost of repair of said damage/breakage or for proper cleaning. Necessary expenses exceeding the deposit will also be born by the Lessee and will be subject to reimbursement to the Lessor within a reasonable period of time, not to exceed 30 days following the termination of the lease or incident which occasioned repairs.
12. The Lessor will not be liable for the loss of or damage to any article belonging to the Lessee regardless of whether such loss or damage is due to the negligence of the Lessor, its' Officers, Agents or Employees. The Lessor will not be liable for any injuries to persons or property sustained as the result of anything done or not done by the Lessee.
13. The Lessee agrees to indemnify the Lessor and save it harmless from any and all loss, liability, cost, damage, demand, attorney fees and expenses that the Lessor may incur or be held liable for on account of or that may directly or indirectly grow out, or in any manner be connected with the use and occupancy of the premises by the Lessee.
14. The Lessee agrees to recognize and admit any representative of the Town of Erwin, upon presentation of his or her credentials.
15. The Lessee shall have no right to sublease the premises or assign any privileges, except as agreed upon with the Lessor.
16. The rights of the Lessee hereunder do not include any of the concession privileges, except as agreed upon of \$25.00 shall be made at the time with the Lessor.
17. To assure reservation of the Shelters or Gazebo, a deposit of \$25.00 In-Town and \$50.00 Out-of-Town shall be made at the time the request for reservations is made. \$25.00 will be returned to the Lessee if there is no breakage, damage to the property and if the property is cleaned up to the satisfaction of the Lessor. The \$25.00 deposit shall be made in the form of Cash, Cashiers Check, or Money Order only.
18. To assure reservation of a Ball Field(s) or the Gymnasium, a deposit of \$100.00, along with any other fees (see Item 19 and/or Item 20), shall be made at the time the request for reservations is made. A reservation that requires staff to be present (Ball Field with lights or Gymnasium) must be made at least 5 days in

advance of the use date. The \$100.00 deposit will be returned to the Lessee if there is no breakage, damage to the property and if the property is cleaned up to the satisfaction of the Lessor. The \$100.00 deposit shall be made in the form of Cash, Cashiers Check, or Money Order only.

**19. Ball Field Rental Fees (per field): \$20/day with additional \$20/hour for use of lights**

- use of soccer goals (when possible)
- access to restroom facilities (key checked out when staff is not on site)
- bases set to user request prior to use
- field markings (when it does not conflict markings needed for current activities)
  - Additional fees for field markings:
    - Baseball/Softball: \$10 per application (includes dragging the field)
    - Football & Soccer (when markings are not present): \$50
      - No charge if using markings already in place
    - Other: To be determined based on cost of staff and materials

**20. Gymnasium Rental Fees:**

- In-Town: \$40 for first 2 hours
- Out of Town: \$60 for first 2 hours
- \$15/hour for each additional hour

**21.** The Lessee must contact the Town of Erwin's Recreational Facilities Coordinator, Lessor, at least one week before a program in order to make arrangements for use and/or occupancy of the Recreational Facilities.

**22.** It is understood and agreed upon that this contract is subject to cancellation if and when the Lessor, in its' discretion, finds that a public emergency requires such cancellation, provided at least one hour before the effective time of such cancellation, Lessee is verbally notified at: Tel. No. \_\_\_\_\_, Address\_\_\_\_\_.

**23.** Lessees who are not residents of the Town of Erwin will be subject to a user fee as determined by a rate schedule passed by the Erwin Board of Commissioners.

**24.** The Lessor will furnish water and restrooms, if requested, as part of the agreement. Additional requirements will be pre-determined, insofar as possible, noted in the contract and charged the prevailing rates. The Lessee agrees to support all costs involved in providing these additional utilities.

**25.** The Lessee will pick up the Park Gate Key, from the Lessor, on the day before or day of the commencement of the Lease. Lessee is responsible for the return of this key to the Town of Erwin Tax Department and shall at that time be held responsible for any damages to the Recreational Facilities. The Town of Erwin Tax Department will refund the deposit made by the Lessee if the Park Gate Key is returned on the next business day and as long as the grounds and bathrooms

are left clean and in order. **Refund of the deposit will not be made if the Park Gate Key is not returned on the next business day and/or the grounds and bathrooms are not left clean and in order.**

26. Designated parking areas in the Municipal Park (lined spaces in front of office or main parking lot only – not gravel area in front of maintenance shop) and in the W.N. Porter Park (lined spaces along 13<sup>th</sup> St. and 14<sup>th</sup> St.) are to be observed and utilized by all visitors and users of the facilities. Any and all parking outside of the parameters of designated parking areas is a violation of this agreement and Town of Erwin policy, and to be enforced by forfeiture of the deposit.

**\*\*\*DRIVING ON THE GRASS AT MUNICIPAL PARK AND W.N.PORTER PARK WILL ONLY BE ALLOWED TO UNLOAD EQUIPMENT AND THEN PUT VEHICLE IN APPROPRIATE AREA. \*\*\***

27. This agreement represents the entire agreement between parties hereto and cannot be altered by any verbal agreement, nor can it be altered by any written agreement unless such alteration is approved by the Lessor.
28. If the Lessee fails to comply with any of the terms and provisions of this contract then all of it's' rights hereunder shall terminate at once and the Lessor may enter the premises and expel the Lessee there from without prejudice to other remedies. Notice to quit possession and every other formality is hereby expressly waived by the Lessee in case of default or violation of any of the terms of this contract.

**In testimony whereof, the parties above-named have duly executed this instrument as of the day and year first written on the information cover sheet.**

**Lessor** \_\_\_\_\_

**By** \_\_\_\_\_ **Title** \_\_\_\_\_

**Lessee** \_\_\_\_\_

**Date** \_\_\_\_\_

**KEY AGREEMENT FOR**  
**TOWN OF ERWIN RECREATIONAL FACILITIES**

I, \_\_\_\_\_, picked up the \_\_\_ Municipal Park Key,  
\_\_\_ W.N. Porter Park Key,

On \_\_\_\_\_. I will return the key to the Town of  
Erwin Parks and Recreation office within 24 hours of the said event, or on the next  
business day.

I am responsible for the return of this key and for any and all actions and  
damages to the Town of Erwin Recreational Facilities and key. It is the  
signed party's responsibility for all clean up of the grounds and  
bathrooms and the return of the key. The Town of Erwin Tax  
Department will refund the Recreational Facility deposit if the key is  
returned within the time allowed and the grounds and bathrooms are  
clean.

**Signature of Lessee** \_\_\_\_\_

**Date** \_\_\_\_\_

**Key #** \_\_\_\_\_

# TOWN OF ERWIN RECREATIONAL FACILITIES CHECK LIST

LOCATION	BEFORE	AFTER	COMMENTS
Municipal Park Shelter			
Municipal Park Tennis Courts			
Municipal Park Ball Field 1			
Municipal Park Ball Field 2			
Municipal Park Ball Field 3			
Municipal Park Ball Field 4			
Municipal Park Ball Field 5			
Municipal Park Gazebo			
Municipal Park Gymnasium			
W.N. Porter Park Shelter			
W.N. Porter Park B-Ball Courts			

**Name of Lessee** \_\_\_\_\_

Date of Use \_\_\_\_\_

Time of Use \_\_\_\_\_

Number of Users \_\_\_\_\_

Municipal Park    or    W.N. Porter Park    (Circle One)

Name of Inspector \_\_\_\_\_

Date of Inspection \_\_\_\_\_

Time of Inspection \_\_\_\_\_                      AM                      PM