



LEASE AGREEMENT
Use of City of Florence
Downtown Public Plazas

This AGREEMENT is made and entered into this _____ day of _____, 20_____,
by and between the City of Florence (hereinafter referred to as City), and
_____, hereinafter referred to as the Lessee.

The City hereby grants the Lessee the use of _____ for the following use:
Description and/or address of space desired

DESCRIPTION OF EVENT: (Be specific)

DATE OF EVENT _____ HOURS OF EVENT: _____

TOTAL HOURS OF USE INCLUDING SETUP & TEAR-DOWN _____

WILL ELECTRICITY BE NEEDED? _____

If yes, what are your power requirements? _____

POLICE SECURITY NEEDED? _____ (An additional fee shall be charged if security is required)

WILL FOOD AND OR DRINKS BE SERVED? _____

ARE YOU PROPOSING TO SERVE ANY ALCOHOLIC BEVERAGES? _____

Note: To serve alcoholic beverages a SC Dept. of Revenue license is required and special permission must be obtained by the City of Florence and the Florence Police Chief. In addition, if approved, lessee must provide proof of liquor liability insurance and name the City as an additional insured.

Proof of Insurance:

The Lessee shall provide to the City at least 10 days prior to the scheduled date of usage, proof of liability insurance acceptable to the City in which the City, Sponsor and Performer are named as additional insured's.

The Certificate of Insurance confirming coverage should indicate in the description of operations section the name of the event, date(s) of the event and activities encompassed in the event. The liability insurance should provide a minimum policy limit of \$1,000,000 per occurrence, \$2,000,000 for products/completed operations and general aggregate. The exact terms and conditions of such policy shall be specified by and meet the specifications of the City.

If Lessee does not have proper insurance coverage, it may be obtained through the Municipal Association of SC TULIP Program.

Compliance:

The Lessee shall comply with all laws, ordinances and regulations adopted or established by federal, state, county or city governmental agencies and the Lessee shall not suffer or permit to be done anything on said premises in violation of such laws, ordinances or regulations.

Payment of Fees:

The base lease fee shall be \$25.00 per hour plus a \$100 cleaning and damage deposit. The deposit will be returned if the space is clean and there are no damages after use. Lessee shall be required to pay for any damages or required cleanup in excess of the deposit.

All applicable fees shall be paid at least five (5) days prior to the scheduled date of the event. Any applicable licenses or permits shall be obtained and proof of same be provided prior to the payment of fees and execution of this agreement. Failure to pay and/or obtain licenses, insurance and permits as noted will result in denial of use by the City. The City reserves the right to seek restitution for any loss of revenues resulting from Lessees failure to pay.

Hold Harmless:

The Lessee and Performer shall defend, indemnify and hold harmless the City, it's officials, agents, servants and/or employees, each, severally and jointly, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of every kind and description, including, but not by way of limitation, any and all direct and indirect costs of defense made against or incurred by such indemnities as a direct or indirect consequence of injury, sickness or disease, including death, to persons, injury or destructions of property, including without limitation the loss of use of such property, and any other cause of action whatsoever arising out of or resulting from or which would not have occurred or existed but for the existence of this Lease and Agreement. This indemnity shall include, but not by way of limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused or alleged to have been caused by any negligent or other act of any such indemnities.

Security:

It is agreed that the City shall not be responsible for providing any security to the property or persons of the Sponsor, Performer, or the agents, servants, invitees and/or permittees of the Lessee. Any security provided by the City shall be for the sole benefit of the City only. If Lessee determines that additional security is needed, coordination should be made to employ off-duty City of Florence Police Officers at a cost to be incurred solely by the Lessee.

Other Conditions:

In permitting the use of the premises, the City retains the right, but not the duty, to enforce all necessary and proper rules for the management and operation of the premises. City employees and their designated agents shall be granted full access to the site without any restrictions whatsoever. It is understood that the Lessee shall not permit any event to be held upon the premises which would be offensive to public morals. Sound loudness levels of performances shall comply with all local ordinances. In the event that Lessee violates these regulations, the City reserves the right to immediately terminate the activity and/or performance and demand that Lessee immediately vacate the premises.

Damages:

The Lessee shall be liable to the City for all damages to the property or adjacent property. Lessee shall pay to the City the cost of repairs or replacement for any and all damage of whatever origin or nature which might have occurred during the term of the period of this lease.

Cleanup:

It is agreed that the City shall not be responsible for providing any event setup or cleanup unless otherwise stipulated in writing. Lessee shall be responsible for leaving event area in the same condition as they found it prior to the setup of the event. Trash shall be properly disposed of and shall not be placed in street trash containers or in the receptacles of private businesses

Assignment:

The Lessee shall not assign or sublet the premises and space covered by this agreement without the express written consent of the City.

Fee: \$ _____

Other Conditions:

This instrument contains the entire agreement between the parties and shall not be modified except by written instrument. Any matters not expressly provided for herein shall be governed by the sole discretion and direction of The City of Florence.

LESSEE:

Printed Name _____

Signature _____

Address _____

City _____ State _____ Zip _____

Phone _____

Email: _____

Approved this _____ day of _____ 20 _____

CITY OF FLORENCE, LESSOR

BY _____

It's _____

IMPORTANT: PERMISSION TO USE THE SPACE IS NOT CONSIDERED APPROVED UNTIL YOU RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CITY MANAGER OR THEIR DESIGNEE.