



LEASE CONTRACT

LESSEE _____ DATE OF CONTRACT _____

BILLING ADDRESS _____

PERSON OBLIGATING _____

WORK NUMBER _____ HOME NUMBER _____ CELL NUMBER _____ FAX NUMBER _____

EVENT DATE(S) FROM _____ TO _____ HOURS _____

MOVE-IN DATE _____ TIME _____ MOVE-OUT DATE _____ TIME _____

IS THE EVENT OPEN TO THE PUBLIC YES [] NO [] A \$0.50 OCCUPANT FEE WILL BE COLLECTED FOR EACH PAID ADMISSION

- FACILITY TO BE USED: O'CONNOR FIELD HOUSE, SIMPLOT STADIUM, CHAROLAIS BARNS, OTHER
PARKING LOTS: O'CONNOR FIELD HOUSE, SIMPLOT STADIUM LOT, RV LOT, OTHER LOT

EXACT READER BOARD WORDING (IF APPLICABLE) _____

- A. TERMS OF LEASE: NO SMOKING in facility, to be strictly enforced by lessee. A copy of a \$1,000,000 general public liability policy must be sent to the above address fifteen (15) days prior to the event date stated above.
B. ADDITIONAL TERMS: _____

- C. RENT Lessee shall pay to the City of Caldwell the sum of \$ _____ (Contract Amount) for the use of the above-mentioned Event Center facilities payable as follows:
1. Contracts executed sixty (60) or more days prior to the first day of the event:
a. Lessee shall pay 25% of the Contract upon execution of the Events Contract.
b. An additional 25% of the Contract amount is due and payable not less than sixty (60) days prior to the event.
c. The balance of the Contract shall be paid thirty (30) days prior to the event.
2. Contracts executed less than sixty (60) days but more than thirty (30) days prior to the first day of the event:
a. Lessee shall pay 50% of the Contract amount execution of the Events Contract.
b. The balance of the Contract amount shall paid no later than thirty (30) days prior to the first day of event.
3. If the Events Contract is executed less that thirty (30) days prior to the Event:
a. Lessee shall pay the entire Contract amount upon execution of the Events Contract.
4. Lessee shall pay all costs and incidental charges incurred in staging any event. Such costs and incidental charges include, but not limited to, fees generated in the use of electrical service, excessive water use, tables, and chairs. Bleachers, stage, and needed generator. The costs and incidental charges not included in the Events Contract amount shall be paid by Lessee immediately upon presentation of an invoice by the City.

D. SECURITY: Unless otherwise specified in writing, the Caldwell Police Department will determine all security requirements and the Lessee will bear all costs and liability for loss or personal injury resulting therefrom.

E. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. Public Liability and Property Damage Insurance. Lessee at Lessee's cost, shall obtain general public liability coverage (not less than \$300,000.00 for each individual, \$1,000,000.00 for each occurrence and \$100,00.00 property damage.) The policy shall name and protect the lessee and the City against all claims, losses, actions, or judgements for damages or injuries to persons or property arising out of, or in connection with the activities of the Lessee in using the facilities under the contract. Lessee shall provide a certificate of insurance fifteen (15) working days prior to taking possession of the rental grounds.

- F. EXCULPATION AND INDEMNITY OF CITY.** City shall not be liable to Lessee for any damage to Lessee or Lessee property, and Lessee waives all claims against city for damage to person or property for any cause. Lessee shall hold City harmless from damages arising out of any damage to any person or property occurring in, on, or about the demised premises and the building. A party's obligation under this section to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.
- G. COMPLIANCE WITH LAW.** Lessee agrees that it will provide all services, programs, or activities under this Contract in accordance with all applicable federal, state, and local ordinances, statutes, regulations, and requirements. Further, Lessee agrees to indemnify and defend the City of Caldwell for any loss, expense, or damages experienced by the City of Caldwell as a result of Lessee's failure to comply with provisions of this paragraph. Further, Lessee agrees to assume full responsibility for payment of all applicable sales taxes and inspection fees.
- H. FIRE REGULATIONS.** Lessee will provide at least one uniformed Police Officer to enforce all fire codes and regulation. The number of Fire Department Representatives will be determined following the review of the event work sheet. Occupant loads will be strictly enforced by Fire Department personal representatives.
- I. CITY'S CONTINUED RIGHT OF CONTROL.** In Leasing space to Lessee, the City of Caldwell does not relinquish its ultimate right to Control, manage the premises, or enforce all its policies, rules, and regulations for the operation and use of its premises. Further, the City of Caldwell has the right to eject or refuse entry to any person for cause. Upon such exercise of the City of Caldwell's authority, Lessee unconditional and completely waives any rights or claims against the City of Caldwell which it may have as a result of the exercise of **this authority**.
- J. ELECTRICAL SERVICES POLICY.** No electrical wiring shall be undertaken, performed, or allowed by anyone other than a City of Caldwell authorized electrician. All electrical services, wiring, and proposed uses must be inspected and received prior approval by a City of Caldwell authorized electrician. All electrical service shall be provided exclusively by the City of Caldwell in accordance with the Requirement and specifications set forth in this Contract as provided by the Event Worksheet. The City of Caldwell shall provide service to the extent that existing electrical facilities can accommodate the service at the Lessee's expense.
- K. RISK OF LOSS.** The City of Caldwell is not responsible for the loss of Lessee's or any exhibitor's goods or displays by theft or any other means, including loss by fire. Further, it is the responsibility of the Lessee and each exhibitor to ensure that their goods or displays are locked and secured against by theft when left unattended; including the hours Event is not open to the public.
- L. SPECIALTY ITEMS NEEDED.**

- TABLES \$ _____
- CHAIRS \$ _____
- PA SYSTEM \$ _____
- ELECTRICITY \$ _____
- BEDDING \$ _____
- CHAIRS \$ _____

- CHAIRS \$ _____
- BLEACHERS \$ _____
- STAGE \$ _____
- SECURITY \$ _____
- EQUIPMENT \$ _____
- REQUESTED

TOTAL OCCUPANCY _____

ALL DEPOSITS ARE NON-REFUNDABLE

FACILITY FEE \$ _____

** CONTRACT MUST BE PAID IN FULL THIRTY (30) DAYS PRIOR TO THE EVENT DATE STATED ABOVE

SPECIALTY ITEMS FEE \$ _____

SECURITY \$ _____

TOTAL COST \$ _____

LEASE DEPOSIT \$ _____

BALANCE DUE \$ _____

Signature of Person Obligating Lessee Date

Signature of Caldwell Events Center Manager Date

FOR OFFICE USE ONLY
