

# VILLAGE HALL LEASE AGREEMENT

This Lease is made between the Village of Tontogany, a non-profit organization (called “**Village**” or “**Lessor**”) and \_\_\_\_\_

\_\_\_\_\_ (called “**Lessee**” below, whether one or more than one).

In consideration of the promises made and the rental fee to be paid by the Lessee, the Village leases the building known as the Village Hall and the surrounding grounds and parking areas (called “Premises” below) located in the Village of Tontogany, Ohio, to the Lessee for the term \_\_\_\_\_, at \_\_\_\_\_ .m. and ending at \_\_\_\_\_ .m. (called “Rental Date” below) upon the following terms and conditions:

1. The Lessee agrees to use the Premises for the following purpose (called “Event” below) and for no other purpose: \_\_\_\_\_  
\_\_\_\_\_
2. The Lessee agrees to pay the Village the rental fee of \_\_\_\_\_, which shall be paid as follows:  
\_\_\_\_\_
3. The Lessee agrees to keep the Premises and all furnishings, fixtures, equipment, supplies, and appliances thereon in a clean, safe, good, and proper condition and return same to Lessor upon termination of the lease period. The Lessee agrees to remove from the Premises any and all trash produced by the Event.
4. Neither the Lessee nor any other person on the Premises during the Event (whether or not an invitee of the Lessee) shall alter, remove, deface, damage or destroy the Premises or any furnishing, fixture, equipment, appliance, or other property thereon which belongs to the Village. **Nothing shall be attached to the walls or ceiling of the Hall by tape, nails, or any other means, because this causes damage to the painted surfaces.** If any such property is altered, removed, defaced, damaged or destroyed, the Lessee shall be individually and jointly liable therefor to the Village regardless of whether the Lessee had knowledge of, participated in, or permitted the same and regardless of whether the same was intentionally or negligently done.

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5. The Lessee agrees to maintain good order, peace, and safety on the Premises. If necessary to do so, the Lessee agrees to hire security personnel at his/her expense.
6. The Village shall not be liable for the bodily injury or death to any person nor for the damage or destruction of any property which may occur on the Premises during the Event. The Lessee agrees to hold the Village harmless from all claims, demands, judgments, expenses, and other costs arising from any such incident. If the Lessee serves and/or permits any alcoholic beverages, the Lessee agrees to secure any legally required permits or certificates therefore, and shall name the Village as an additionally named insured on its insurance policy for the Event. Any and all serving and consumption of alcoholic beverages shall occur only within the Village Hall building.
7. The Lessee agrees that he/she will not maintain, commit or allow the maintenance or commission of any nuisance on the Premises and that he/she will not occupy, use or allow the occupation or use of the Premises for any unlawful purpose.
8. Nothing contained in the Lease and no act of the parties shall be deemed or construed by the parties, by any third party or partnership, of joint venture or of any association between the Village and the Lessee other than that of the Lessor and Lessee.
9. The Lessee shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of the Village.
10. If more than one person signs this Lease as Lessee, each person so signing shall be jointly and individually bound by its terms and conditions.
11. This Lease may be amended only in writing signed by the Village and the Lessee.
12. If any term or condition of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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- 13. The terms and conditions of this Lease shall be binding upon the Lessee and all other people on the Premises during the Event, and the Lessee accepts full and sole responsibility therefore.
  
- 14. This Lease contains the entire agreement between the Village and the Lessee with respect to the matter discussed herein. It supersedes any and all prior representations, understandings, and promises, whether verbal or written, between them and no representation, understanding, or promise which is not stated in this Lease shall be binding or valid.

IN WITNESS WHEREOF, the Village and the Lessee have signed duplicate originals of this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### VILLAGE OF TONTOGANY - LESSOR:

By: \_\_\_\_\_  
Signature Printed Name & Title

### LESSEE:

By: \_\_\_\_\_  
Signature Printed Name

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

Telephone Number: \_\_\_\_\_

Organization, If Any: \_\_\_\_\_