

LEASE AGREEMENT

1. **PARTIES.** This Lease Agreement is entered into this day _____, by and between **CITY OF DECATUR, INDIANA, A MUNICIPAL CORPORATION**, (hereinafter referred to as "Lessor") and _____, (hereinafter referred to as "Lessee").

2. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property, hereafter referred to as the "Premises", located in Decatur, Indiana, commonly known as the Old Pennsylvania Train Depot located at 111 N. 7th St., Decatur, IN, together with appurtenant areas thereto.

3. **TERM.** The term of this Lease shall be for:

Date _____

Time _____

Setup shall be permitted one (1) hour before the event. Lessee shall have one (1) hour following the event to return the premises to the condition existing prior to setup.

4. **RENT.** Lessee shall pay to Lessor as rent for the Premises the sum of \$ _____ which shall be paid at the time this lease is fully executed. Said rental shall be paid in lawful money of the United States of America, without offset or deduction, and shall be paid to Lessor. Rent shall be determined in accordance with the rules and regulations attached hereto as Exhibit "A".

5. **SECURITY DEPOSIT.** At the time the lease is fully executed, in addition to the rent due at that time, Lessee shall pay a security deposit of One Hundred Dollars (\$100.00) which shall be held by Lessor until a determination is made by Lessor after the lease term that keys, if issued, have been returned, that no damage to the Premises occurred during Lessee's use of the Premises, and that Lessee has restored the Premises to the condition which existed prior to setup for Lessee's use. In such case, Lessee shall be entitled to a full return of the security deposit. Provided, however, in the event keys, if issued, have not been returned, if Lessee's use of the Premises results in damage to the Premises, or if Lessee fails to restore the Premises to the condition existing prior to Lessee's possession of the Premises, such security deposit may be used by Lessor, in part or in full, to replace keys and locks, repair any damages, or to clean the Premises. In the event key and lock replacement, damages, or clean-up costs exceed the security deposit, nothing herein shall prevent Lessor from recovering additional damages from Lessee, including but not limited to court costs and reasonable attorney fees.

6. **USE OF PREMISES.** Lessee shall use the Premises consistent with the rules and regulations attached hereto as Exhibit "A". Lessee shall be responsible for obtaining any permits needed to make use of the Premises, as may be required by law. Intended use of the Premises by Lessee must be disclosed to Lessor by Lessee and must be approved by Lessor. No use may be made of the Premises unless approved by Lessor.

7. **INDEMNIFICATION.** Lessee shall indemnify, defend and hold Lessor harmless from any and all claims arising from Lessee's use of the Premises, or from the conduct

of its business or from any activity, work or things which may be permitted or suffered by Lessee in or about the Premises and shall further indemnify, defend and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the provisions of this Lease or arising from any negligence of Lessee or any of its agents, contractors or employees, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Lessor hereby indemnifies Lessee, in the same manner in which Lessee has indemnified Lessor, of and from any and all claims arising from any breach or default by Lessor hereunder, or otherwise arising from Lessor's negligence.

8. DAMAGE OR DESTRUCTION. If, at any time prior to the term hereof, the Premises are totally destroyed or damaged so as to reduce usable square footage by 50 percent or more, from any cause, Lessee may declare this Lease to be terminated, at which time Lessee shall be entitled to a refund of rent and the security deposit.

9. ATTORNEY FEES. If either party herein brings an action to enforce the terms hereof, or seeks damages for breach hereof, the successful party in such action shall be entitled to reimbursement of all attorneys fees and costs of such action from the unsuccessful party.

10. SUBLEASE. Lessee may not sublet the Premises without prior written consent of Lessor, which consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereunto have executed this Lease on the day and year first above written.

CITY REPRESENTATIVE

LESSEE REPRESENTATIVE

Name

Name

Date

Date

Organization (if applicable)

Address

Phone