

SHOWBOAT LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and executed on _____, _____, between the **CITY OF LOWELL**, a Michigan municipal corporation, (the "City") _____, of _____, Michigan (the "Lessee").

WHEREAS, the City owns a paddleboat that is docked north of Riverwalk Plaza in the Flat River (the "Showboat"); and

WHEREAS, the City intends to lease the Showboat to the Lessee for the purpose of _____ (the "Permitted Purpose").

NOW, THEREFORE, for and in consideration of the terms and conditions herein the parties hereto do hereby agree as follows:

Section 1. Lease of Showboat. The City hereby leases to Lessee and Lessee hereby rents from the City, the Showboat.

Section 2. Use of the Showboat. The Lessee shall use the Showboat for the Permitted Purpose only and shall not use, allow or cause the Showboat to be used for any other purpose without the prior written consent of the City. The Lessee shall not use, allow or cause the Showboat to be used in any way which may (i) be prohibited under the form of fire and casualty insurance covering the Showboat from time to time; (ii) commit waste on the Showboat; (iii) result in public or private nuisance; (iv) violate any law or regulation; or (v) violate any rules or regulations of the City regarding the use of the Showboat. Lessee shall comply with the City's Showboat Rental Policy attached hereto (the "Policy").

Section 3. Term. The term of the lease of the Showboat shall begin at _____ on the _____ day of _____, _____, and end _____, on the _____ day of _____, _____.

Section 4. Rent and Deposit.

A. Rent. The Lessee shall pay the City rent in the amount of \$_____ upon the execution of this Agreement.

B. Deposit. The Lessee shall also pay the City a deposit of \$_____ upon the execution of this Agreement.

C. Use of Deposit. The City may use the deposit paid pursuant to Subsection B above for the following purposes: (i) the cost of any cleaning of the Showboat not performed by the Lessee as required in Section 6 of this Agreement and the Policy; and (ii) the cost of repair of any damage to the Showboat.

Section 5. Alterations and Signs. No improvements, alterations, additions or physical changes shall be made to the Showboat by the Lessee without the City's prior written consent. The Lessee shall not paint any portion of the Showboat. No sign, display, lettering or

advertisement of any kind shall be placed anywhere on the Showboat without the City's prior written consent.

Section 6. Clean-up of the Leased Premises. The Lessee shall clean the Showboat and return it to the City free of all garbage, trash and other items. Failure of the Lessee to clean the Showboat may result in the use of the Lessee's deposit pursuant to Section 4 of this Agreement. In addition to the use of the Lessee's deposit, the City shall be entitled to recover all costs associated with such cleaning including its costs and attorney fees related to collection of such costs from the Lessee.

Section 7. Indemnification. During the term of this Agreement, the Lessee shall defend, indemnify and hold the City harmless for damages, including costs and attorney fees of the City, to any person, including the Lessee and its guests and invitees, or property in or upon the Showboat including property of the Lessee and its guests and invitees from any damage caused by the action or inaction of Lessee and its guests and invitees.

Section 8. Insurance. The Lessee shall obtain prior to the effective date of this Agreement and shall maintain at all times until this Agreement is terminated, for the mutual benefit of the City and the Lessee and naming the City as an additional insured party, general liability insurance. The coverage shall insure against claims for or arising out of personal injury, death or property damage occurring in, on or about the Leased Premises. Such insurance shall have minimum coverage limits of not less than \$500,000 combined single limit for all damages for bodily injury, death, property damage or any combination thereof, as a result of any single occurrence.

Section 9. Termination. This Agreement shall terminate upon the expiration of the duration of the Lessee's use of the Showboat as set forth in Section 3 of this Agreement. The City may terminate this Agreement at any time for any breach of this Agreement by the Lessee and may remove the Lessee and its guests and invitees from the Showboat upon such termination.

CITY OF LOWELL

"City"

**By the Lowell Area Chamber
of Commerce**

"Lessee"

By: _____

By: _____