



MIKE COOPER
Mayor

CITY OF COVINGTON

FACILITIES DEPARTMENT

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BOGUE FALAYA PARK PAVILION LEASE AGREEMENT

Lease made this day ___ / ___ / ___ between the City of Covington, a duly incorporated home rule municipality, herein referred to as "Lessor," and _____(the obligation of all Lessees being in solido), herein referred to as "Lessee."

In consideration of the mutual covenants contained herein, the parties agree to the following:

I. DESCRIPTION OF PREMISES: Lessor leases to Lessee the premises and surrounding area located at 213 Park Drive. City of Covington, Parish of St. Tammany, State of Louisiana, and more particularly described as follows: THE BOGUE FALAYA PARK PAVILION.

II. TERM: The term of this lease is for _____, ___ / ___ / ___ from _____ am/pm to _____ am/pm.

III. RENT: The total rent under this lease is \$ _____. Lessee shall pay Lessor prior to the event before taking possession of the premises for the above mentioned term. Cancellation may only take place with the permission of Lessor _____ and may result in forfeiture of the rental amount at the discretion of Lessor.

IV. SECURITY DEPOSIT: Lessor acknowledges receipt of \$ _____ that Lessor is to retain as security for the faithful performance of all the terms and conditions of this lease by Lessee. Application of the security deposit sum to damages shall be at the option of Lessor, who shall return said deposit to Lessees when this Lease is terminated, according to its term, if not applied to payment of damages by reason of breach of the terms and conditions of this lease by Lessee. In no event is the security to be returned until Lessee has vacated the premises and delivered possession to Lessor.

V. USE OF PREMISES: The premises are to be used for the purpose of _____. Lessee shall restrict its use to such purposes and shall not use or permit the use of the premises for any other purpose without the written consent of the Lessor or Lessor's authorized agent.

VI. WASTE, NUISANCE OR UNLAWFUL ACTIVITY: Lessee shall not allow any waste or nuisance on the premises or use or allow the premises to be used for any unlawful purpose, and shall generally be responsible for complying will all applicable state, federal and local laws.

VII. COMPLIANCE WITH INSURANCE REQUIREMENTS: Lessee shall not use the premises in any manner that will increase the risks covered by insurance on the premises and/or result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's purposes. Lessee shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

VIII. ASSUMPTION OF RESPONSIBILITY BY LESSEE: Lessor shall not be liable for any damages or claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee, including those arising out of damages or losses occurring on parking lots, sidewalks, park area or other areas adjacent to the leased premises during the term of this lease or any extension thereof. Lessee shall indemnify and hold harmless Lessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature.

IX. DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES: Lessor represents that the premises are in fit condition for use by Lessee. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the lease term in the same condition as when Lessee took possession and Lessee shall not cause any damage to be made to Lessor's property, including that of nail and hardware holes or damages from the placement of fixtures or other objects, the nature of which in the judgment of the Lessor is dangerous, unsightly or detrimental to the property. At the expiration of this lease, Lessee is to immediately surrender possession by actual delivery of all keys to Lessor. Should Lessee fail to deliver such possession, he consents to pay as liquidated damages three (3) times the rent per day for each day of his failure to do so.

X. ATTORNEY'S FEES: If suit is brought by Lessor for an unlawful detainer of demised premises, for the recovery of any rent due under the provisions of this agreement, or for an obligation of Lessee arising under this agreement, or by law, then Lessee hereby agrees to pay Lessor all the costs in connection therewith, including, but not limited to, reasonable attorney's fees, whether or not the action or actions proceed to judgment.

XI. BINDING EFFECT: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties, hereto, and all covenants are to be construed as conditions of this lease.

XII. SWIMMING: Lessee acknowledges that this lease does not include the right to use the park area for swimming and/or bathing, and Lessee assumes full responsibility to take all steps necessary to prevent swimming and/or bathing by the Lessee or by any guests or invitees of Lessee.

XIII. ADDITIONAL PROVISIONS

1. No tents, spacewalks, pony rides or any such type of ride/play equipment shall be permitted.
2. No boiling seafood on premises. Shells must be hauled away by Lessee.
3. No alcohol allowed in park without obtaining police detail through Detail Officer, Covington Police Department, 985-892-8500.
_____(initial) NO ALCOHOL
4. No tape, nails or tacks allowed on walls or floors of buildings.

The park is monitored at all times. Failure to comply with the provisions of the lease will result in immediate termination of the lease, loss of security deposit, and eviction by the Covington Police Department.

THE CITY OF COVINGTON

Lessor: City of Covington

Lessee: Your Signature