

# BEDFORD REVITALIZATION, INC.

## VENDOR LEASE

This Vendor Lease, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Bedford, a municipal corporation located in Bedford, Indiana, ("LESSOR"), and \_\_\_\_\_, of \_\_\_\_\_ County, Indiana, ("LESSEE"),

WITNESSETH:

NOW THEREFORE, in consideration of the covenants and conditions hereinafter stipulated to be performed by LESSEE, LESSOR does hereby lease to LESSEE booth space located on the downtown square Bedford, Indiana ("leased space") for the Festival of Lights Christmas Parade on Saturday December 3rd ("the event") under the following terms and conditions:

1. LESSEE shall be entitled to exclusive possession of the leased space for purposes of \_\_\_\_\_.
2. LESSEE shall promptly remove all personal property from the leased space upon conclusion of the event as directed by LESSOR.
3. LESSEE shall abide by all rules and regulations of LESSOR relating to the Limestone Heritage Festival.
4. LESSEE shall maintain and keep said leased space in a safe, clean, orderly, attractive, and proper condition at all times. No alcohol shall be permitted upon the leased space at any time.
5. The leased space shall be under the exclusive supervision, management, and control of LESSEE at all times during the term of this lease.
6. LESSEE shall not sub-lease all or any part of the leased premises and shall not transfer or assign this lease, without the written consent of the LESSOR.
7. LESSEE shall maintain a **public liability insurance policy** to be carried with an insurance company with an AM Best rating of A- or better insuring the LESSEE against liability for any injury, loss, or damage that may occur to any person or property as a result of any activity carried on upon or condition existing upon said premises with should be replaced with minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. LESSEE shall cause LESSOR to be named as an additional insured upon said policy and shall agree to hold LESSOR harmless from liability for any injury or damage on account of any activity carried on upon the leased premises or on account of any condition existing upon the leased premises during the term of this lease. LESSEE shall provide LESSOR a copy of a Certificate of Insurance or other written verification that LESSOR has been named as an additional insured prior to the event. LESSEE

shall indemnify, defend, and hold harmless the LESSOR and their respective officers, directors, employees and agents from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all cost reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise from, the performance of LESSEE'S Work under this agreement."

8. In consideration thereof, LESSEE shall pay the following rental amount for the leased premises to LESSOR on or before **November 25, 2016**:

Lessee shall pay the rental sum of \$50.00 for (10' x 10') leased space and SHALL be entitled to electrical service provided by LESSOR. Each additional 10'x10' needed for the same Lessee, will be provided at \$25.00 per additional space .

**Initial** \_\_\_\_\_

Lessee shall pay the rental sum of \$25.00 for (10' x 10') leased space and receive no electricity for the leased space. Each additional 10'x10' needed for the same Lessee, will be provided at \$25.00 per additional space .

**Initial** \_\_\_\_\_

A Nonprofit Lessee requiring electricity shall pay the rental sum of \$25.00 for the leased space and will be provided electricity by LESSOR.

**Initial** \_\_\_\_\_

9. Upon the failure by LESSEE to comply with any of the terms hereof, this lease may be cancelled and revoked by LESSOR at its option and LESSEE agrees that in such event it will vacate and deliver possession of the leased space to LESSOR immediately.

WITNESS WHEREOF, the City of Bedford, and \_\_\_\_\_, have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2016.

**LESSOR:**

THE CITY OF BEDFORD, INDIANA  
BEDFORD REVITALIZATION, INC  
BRI PARADE COMMITTEE

\_\_\_\_\_  
Event Representative

**LESSEE:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
By

**Event Day Phone #** \_\_\_\_\_