

Contract # _____

CITY OF DALTON
P. O. Box 1205
Dalton, Georgia 30722
Phone: 706-278-9500 Fax: 706-278-8245

LEASE AGREEMENT FOR WEST HILL CEMETERY CHAPEL

Whitfield County, State of Georgia

THIS AGREEMENT, is by and between the City of Dalton, a municipal corporation of the State of Georgia, herein called Lessor, and _____ herein called Lessee.

Type of Event: _____

WITNESSETH:

- A. Grant of Lease:** Lessor hereby grants and leases to Lessee the West Hill Cemetery Chapel (the "Chapel") upon the terms and conditions set forth below, and Lessee hereby accepts said lease subject to said terms and conditions.
- B. Covenants of Lessee:** Lessee covenants and agrees as follows:
 - (1) Lessee shall comply with any federal and state statutes or local ordinances applicable to Lessee or Lessee's use of the Chapel, and with policy, rules and regulations prescribed by Lessor with respect to the use of the Chapel or West Hill Cemetery. Lessee acknowledges the receipt of a copy of such policy, rules and regulations.
 - (2) In the event the Chapel or any property therein is damaged by Lessee or Lessee's agents, employees, invitees or any other person admitted to the Chapel by Lessee, Lessee shall pay to Lessor upon demand such sum as shall be necessary to restore the Chapel or any property therein to its original condition.
 - (3) Lessee shall indemnify, protect and save harmless the Lessor of any and all claims of any nature, including damage or loss of property, injury to persons (including death), or any other loss, demand, liability or expense caused by or in connection with this Lessee's use or occupancy of the Chapel.
 - (4) Lessee shall promptly remove all trash and other matter from the Chapel and the surrounding area which results from Lessee's use of the Chapel. If Lessee fails to clean up as provided herein, the Lessee shall pay to Lessor upon demand, Lessor's cost to remove such trash and other matter.
- C. Lease Period:** This Lease shall commence at 8:00 a.m. on the ____ day of _____, 20____ and shall terminate at 10:00 p.m. on the ____ day of _____, 20____.
- D. Fees:** The rental fee shall be \$75.00 per day (Monday-Thursday) or weekend rate of \$150.00 (Friday-Sunday) and is due upon execution of this agreement. Advance rental fee paid by Lessee is nonrefundable.
- E.** A security deposit in the amount of \$100.00 is required upon executing this Agreement. This deposit will be returned within 30 days of the conclusion of the event if there is no damage or excess cleaning charges.
- F. Attorney's Fees:** In the event it is necessary for Lessor to retain counsel to collect any sums due hereunder, Lessee shall pay Lessor's cost of collection including reasonable attorney's fees.

IN WITNESS THEREOF, the parties have executed this instrument or caused it to be executed by their duly authorized representatives, the _____ day of _____, 20_____.

Lessee

Lessor

By: _____
Signature of Lessee

The City of Dalton

Print Name

By: _____
Authorized Representative

Address: _____

Date: _____

Phone: _____