

RESOLUTION NO. 2156

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF SALISBURY AND THE CHAMBER OF COMMERCE FOR THE SALISBURY FESTIVAL

WHEREAS, the Salisbury Area Chamber of Commerce is the sponsor of the Salisbury Festival to be held April 27, April 28 and April 29, 2012; and

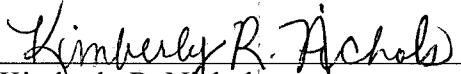
WHEREAS, the Salisbury Area Chamber of Commerce has requested use of City owned parking lots #14, #16, #1, #5, and the Riverwalk Park for Festival events beginning 5:00 p.m. Wednesday, April 25, 2012 through 5:30 a.m. Monday, April 30, 2012; and

WHEREAS, the Council of the City of Salisbury must approve a lease of City property that exceeds three (3) days;


NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Salisbury, Maryland, hereby approves the lease between the City of Salisbury and the Salisbury Area Chamber of Commerce for use of certain City parking lots in conjunction with the Salisbury Festival.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland, held on the 9th day of April, 2012, and is to become effective immediately.

ATTEST:



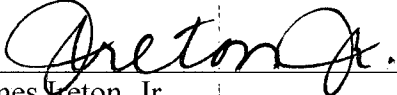
Kimberly R. Nichols
CITY CLERK



Terry E. Cohen
PRESIDENT, City Council

APPROVED BY ME THIS

11th day of April, 2012




James Heton, Jr.
MAYOR, City of Salisbury

INTER

OFFICE

MEMO

Office of the Mayor

To: City Council
From: John R. Pick 
Subject: Lease of City Property for Salisbury Festival
Date: April 3, 2012

Attached is a copy of the proposed Lease with the Chamber of Commerce for their use of City property in connection with the Salisbury Festival this year. Attached also is a copy of a Resolution for Council's consideration approving this Lease. There are no significant changes in the plans of the Chamber for this year's festival as it affects this lease.

If you have any questions, please let me know.

cc: Mayor Ireton
Lore' Chambers
Gerri Moore
Kim Nichols

LEASE

THIS AGREEMENT, made this 9th day of April, 2012
between the CITY OF SALISBURY, Landlord, and SALISBURY AREA CHAMBER OF
COMMERCE, Tenant.

1. WITNESSETH, that the said Landlord hereby rents to the said Tenant, Salisbury Area Chamber of Commerce, a parcel adjacent to the Holiday Inn, the fenced area as determined by the Tenant located on Parking Lot #14 and the City property adjacent to Lot #14 and the Holiday Inn, called the South Side Riverwalk Park, and the area North of the Wicomico River, being Parking Lot #16, Parking Lot #1 (east half of lot), and Parking Lot #5, for the sum of One Dollar (\$1.00) per day payable in advance. Parking Lot #14 and the City property adjacent to Lot #14 and the Holiday Inn shall be from 5:00 p.m., Wednesday, April 25 through 6:00 p.m., Sunday, April 29, 2012. Parking Lot #16 shall be from 6:00 p.m., Thursday, April 26 through 8:00 p.m., Sunday, April 29, 2012. Parking Lot #1 (east half of lot) shall be from 5:00 p.m., Wednesday, April 25 through 5:30 a.m., Monday, April 30, 2012. All carnival equipment must be removed from Lot #1 before 5:30 a.m., Monday, April 30, 2012. Parking Lot #5 shall be from 5:00 a.m. to 4:00 p.m., Saturday, April 28, 2012. All of the above areas are to be used for the Salisbury Festival.

2. And the said Tenant hereby covenants with the said Landlord to pay the rent aforesaid, keep the premises in good order and to surrender the peaceful and quiet possession of the same at the end of the said term in as good condition as when received. Tenant will not do, suffer or permit anything to be done in or about the premises which will contravene any policy of insurance of the Landlord, nor use, nor permit their use for the purposes other than those of the Salisbury Area Chamber of Commerce. Tenant further covenants that it will not at any time assign this agreement, or sublet the property thus let, or any portion thereof, without the consent in writing of the said Landlord, or its representatives. Tenant further covenants that no alterations or repairs will be made to the leased premises without prior consent of the Landlord, and that whatever alterations or repairs the said Tenant shall be permitted to make shall be done at Tenant's own expense.

3. Tenant further covenants as follows:

A. At least one-week prior to the event, provide to the City a Certificate of Insurance naming the City as an additional insured. Such certificate will evidence that the Tenant has insurance in the following amounts: General Commercial

Liability (General Aggregate \$2,000,000; Each Occurrence \$1,000,000; Fire Damage \$300,000; and Medical Expense \$10,000).

- B. To keep property clean and in good repair during term of lease.
- C. To permit access to property by authorized City employees.
- D. To remove all improvements, material and equipment and restore property to its original condition, except such as may have been removed by City forces, by midnight, Sunday, April 29, 2012, with the exception of two (2) flat bed trucks, three (3) water "buffaloes" and the "porta-potties," which shall be removed by midnight, Monday, April 30, 2012.
- E. To comply with all City ordinances.
- F. To cooperate fully with routine or emergency activities of City agencies.
- G. To allow no lewd or indecent actions, conduct, language, pictures or portrayals in the activities or events presented by Tenant on the Premises, and nothing is to be presented, used, sold or solicited that is against the law, or contrary to, or forbidden by, the ordinances of the City of Salisbury and the laws of the State of Maryland. Tenant agrees to abide by and to be bound by the decisions of Landlord should any questions of propriety arise under this paragraph.
- H. To have all facades, signs, etc., approved by the Department of Building, Permits & Inspections.

4. Tenant knows, understands and acknowledges the risks and hazards associated with using the property and hereby assume any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Tenant as a result of using the property and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability arising out of or associated with the use of the property.

5. Tenant shall indemnify and hold harmless the City and its officials, employees and agents from and against any and all liabilities, judgements, settlements, losses, costs or charges (including attorney's fees) incurred by the City and any of its officials, employees

or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the property by the Tenant or by the Tenant's members, employees, agents or invitees.

6. Tenant shall pay the City for any and all physical loss or damage to the property (including the cost to repair or replace the property) caused by, arising out of, relating to or associated with the use of the property by the Tenant or by the Tenant's members, employees, agents or invitees.

7. IT IS FURTHER AGREED that if the Tenant shall violate any of the foregoing covenants on its part herein made, the Landlord shall have the right without formal notice to reenter and take possession.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals the day and year first before written.

ATTEST:

CITY OF SALISBURY

Kimberly Nichols
Kimberly Nichols
CITY CLERK

Terry E. Cohen (SEAL)
Terry E. Cohen
PRESIDENT, City Council
LANDLORD

ATTEST:

SALISBURY AREA
CHAMBER OF COMMERCE

Shirley McBride

By: Shirley McBride (SEAL)
TENANT