

RESOLUTION NO. 2383

**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 25, April 26 and April 27, 2014; and

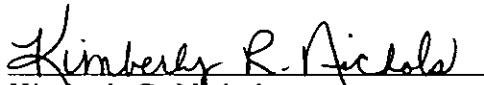
WHEREAS, the Salisbury Area Chamber of Commerce has requested use of City owned parking lots #9, #15, #1, #10, for Festival events beginning 5:00 p.m. Wednesday, April 23, 2014 through 5:30 a.m. Monday, April 28, 2014; and

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 7th day of April, 2014, and is to become effective immediately.

ATTEST:



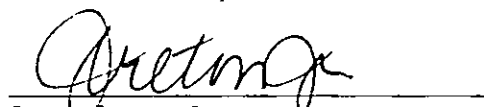
Kimberly R. Nichols
CITY CLERK



Jacob R. Day
PRESIDENT, City Council

APPROVED BY ME THIS

8th day of April, 2014



James Ireton, Jr.
MAYOR, City of Salisbury

LEASE

THIS AGREEMENT, made this 7th day of April, 2014 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, the area known as the Plaza, Division Street from Rt. 50 to Market Street, Main Street from Division Street to Rt. 13, Circle Avenue, Camden Avenue, Parking Lot #1 (full lot), Parking Lot #10 and Parking Lot #15, Parking Lot #9, and Church Street (behind Government Office Building) for the sum of One Dollar (\$1.00) per day payable in advance. Parking Lot #1 (full lot) shall be from 5:00 p.m., Wednesday, April 23 through 5:30 a.m., Monday, April 28, 2014. Parking Lot #10 shall be from 6:00 a.m., Saturday, April 26, 2014 through 5:00 p.m. All carnival equipment must be removed from Lot #1 before 5:30 a.m., Monday, April 29, 2014. Parking Lot #15 shall be from 5:00 a.m. to 4:00 p.m., Saturday, April 26, 2014. Parking Lot #9 shall be from 5:00 p.m., Thursday, April 24, 2014 through 5:00 p.m., Sunday, April 27, 2014. Church Street (behind the Government Office Building) from 5:00 p.m., Thursday, April 23, 2014 through 5:00 p.m., Sunday, April 27, 2014. 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 27, 2014, 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 28, 2014.
- 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 assumes 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

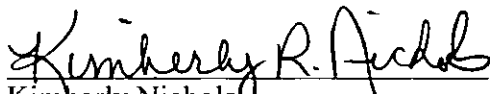
or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the property by the Tenant or by the Tenant's members, employees, agents or invitees.

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.

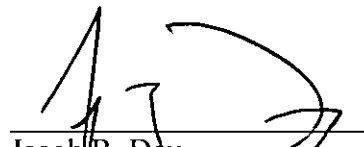
IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals the day and year first before written.

ATTEST:

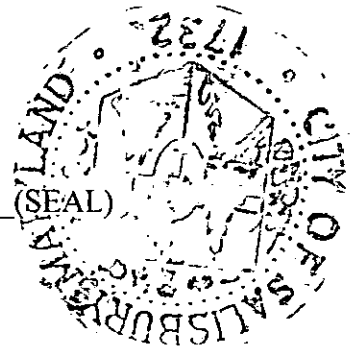


Kimberly Nichols
CITY CLERK

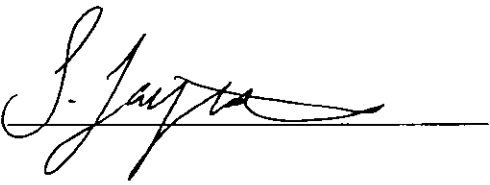
CITY OF SALISBURY



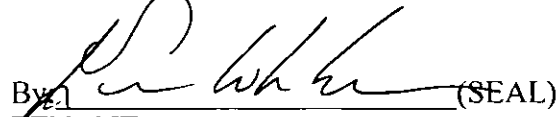
Jacob R. Day
PRESIDENT, City Council
LANDLORD



ATTEST:



SALISBURY AREA
CHAMBER OF COMMERCE



By: J. Jayne (SEAL)
TENANT

City of Salisbury



MARYLAND

Jacob R. Day
Council President
jday@ci.salisbury.md.us

125 N. Division St., Room 305
Salisbury, MD 21801
410-548-3140

April 7, 2014

Wicomico County Board of License Commissioners
c/o Mr. John G. Groncki, Chief Inspector
PO Box 78
201 East Market Street, Suite 112
Salisbury, MD 21803-0078

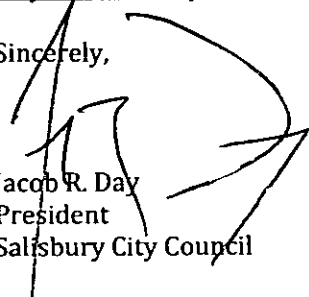
Dear Commissioners:

On April 7, 2014, at a Special Session of the City Council of Salisbury, Maryland, the Council was asked by the Mayor to consider a request from the Salisbury Area Chamber of Commerce. The Council did consider and subsequently did approve a land lease of City streets in the Downtown Area to the Chamber of Commerce from the City of Salisbury for the event known as the "Salisbury Festival" to be held from 25-27 April, 2014.

As you know, the event in question is the 32nd Annual Salisbury Festival and the City of Salisbury is delighted to see its continued success and its recent evolution. The City is committed to building the Downtown economy and sees celebration as a critical component of our revitalization efforts.

The land lease agreement itself is enclosed, should you have any specific questions about the extents and limitations of the agreement. If you have any questions of me, or would like me present at your meetings to answer questions, please do not hesitate to contact me at jday@ci.salisbury.md.us or (443) 235-6233.

Sincerely,


Jacob R. Day
President
Salisbury City Council

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: City Council
From: Tom Stevenson
Subject: Lease of City Property for Salisbury Festival
Date: April 8, 2014

Attached is a copy of the proposed lease agreement between the Salisbury Area Chamber of Commerce and the City of Salisbury for the use of City owned parking lots 1, 9, 10, 15 and Church Street in connection with the annual Salisbury Festival. In addition to the lease agreement is a resolution for Council consideration approving this contractual agreement with the Salisbury Area Chamber of Commerce. There are no significant changes in the plans of the Salisbury Area Chamber of Commerce for the Salisbury Festival this year as it affects the proposed lease agreement.

If you have any questions, please let me know.