

INTER

OFFICE

MEMO

OFFICE OF THE MAYOR

To: City Council Members
From: John R. Pick, City Administrator 
Subject: Salisbury Dogwood Festival/Lease Agreement
Date: April 5, 2005

The Chamber of Commerce is requesting Council approval of the attached lease for this year's Salisbury Festival. The dates for this year's Salisbury Dogwood Festival are April 29, April 30, and May 1, 2005. The Chamber of Commerce requested use of the Riverwalk Park and parking lots #14, #16, #1, and #5. The Chamber will begin setting up for the festival in lot #14 on Wednesday, April 27.

Council approval is required since the lease exceeds three (3) days in length. Except for the festival dates, there is no substantive change from the lease for this event Council has approved in prior years. The Parking Director has approved use of the City's parking lots. The Police, Fire and Public Works Departments have been notified of the event and will work with the Chamber on street closings, barricades, and fencing.

If you have any questions, please let me know.

/gmb

Attachment

RESOLUTION NO. 1223

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

WHEREAS, the Salisbury Area Chamber of Commerce is the sponsor of the Salisbury Dogwood Festival to be held April 29, April 30 and May 1, 2005;

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 Wednesday, April 27, 2004 through 5:30 a.m. Monday, May 2, 2005;

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 Dogwood Festival.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on April 11, 2005, and is to become effective immediately.

ATTEST:

Brenda J. Colegrove
CITY CLERK

Michael P. Dunn
PRESIDENT, City Council

APPROVED BY ME THIS

_____ day of April, 2005

Barrie P. Tilghman
MAYOR, City of Salisbury

LEASE

THIS AGREEMENT, made this _____ day of _____, 2005, 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 Ramada Inn, the fenced area as determined by the Tenant located on Parking Lot #14 and the City property adjacent to Lot #14 and the Ramada 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. The City property adjacent to Lot #14 and the Ramada Inn shall be from 5:00 p.m., Wednesday, April 27 through 6:00 p.m., Sunday, May 1, 2005. Parking Lot #16 shall be from 6:00 p.m., Thursday, April 28 through 8:00 p.m., Sunday, May 1, 2005. Parking Lot #1 (east half of lot) shall be from 5:00 p.m., Wednesday, April 27 through 5:30 a.m., Monday, May 2, 2005. All carnival equipment must be removed from Lot #1 before 5:30 a.m., Monday, May 2, 2005. Parking Lot #5 shall be from 6:00 a.m. to 6:00 p.m., Saturday, April 30, 2005. 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, and further the said 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 original condition, except such as may have been removed by City forces, by midnight, Sunday, May 1, 2005 with the exception of two (2) flat bed trucks, three (3) water "buffaloes" and the "porta-potties," which shall be removed by midnight, Monday, May 2, 2005.
- E. To comply with all City ordinances.
- F. To cooperate fully with routine or emergency activities of City agencies.
- G. No lewd or indecent actions, conduct, language, pictures or portrayals shall be included 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., be approved by the Department of Building, Housing and Zoning.

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 attorneys' 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 of 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

Brenda J. Colegrove
CITY CLERK

_____(SEAL)
Michael P. Dunn
PRESIDENT, City Council
LANDLORD

ATTEST:

SALISBURY AREA
CHAMBER OF COMMERCE

By: _____(SEAL)
TENANT