

Kelly Ball Field Concession Stand

1. In consideration for leasing the premises herein, Lessee agrees to pay the Lessor the following amounts:

For the period from June 1, 2018 to May 31, 2019 - _____

For the period from June 1, 2019 to May 31, 2020 - _____

For the period from June 1, 2020 to May 31, 2021 - _____

and said sums are to be paid on or before the 1st day of September of each year, during the terms of this lease.

2. Lessee shall pay utilities for the concession stand during the term of the Lease and Lessor will pay the insurance on said concession stand.
3. Lessee shall perform and pay for all reasonable and normal repairs to the interior of the concession stand; this includes all minor maintenance and plumbing that concerns said concession stand. Lessor shall be responsible for major improvements beyond the reasonable and normal repairs for the concession stand.
4. Lessee shall keep the concession area properly cared for and shall take good care of all equipment belong to the City in said concession stand and at the termination of this Lease shall surrender the entire premises to the Lessor, in as good a state of condition as same are now in, ordinary wear and tear by the elements alone excepted. Upon such surrender, Lessor shall return to the Lessee the \$100 deposit less any amount necessary to render premises in as good a state of condition as same are now in, ordinary wear and tear and damages by the elements alone excepted.
5. Lessee shall have no right whatsoever to assign this Lease or sublet said property without the written consent of the Lessor.
6. In further consideration, Lessee shall open said concession stand at all times and in all periods when scheduled league or tournament games are being played in the Kelly Field complex

area. Also, the Lessee agrees to meet all City and State Health Department regulations as to the operation of the concession stand, including, but not limited to, procuring a health permit.

7. It is further agreed that should said premises at any time be destroyed or damaged by fire or other unavoidable casualty so that same shall be thereby rendered unfit for occupancy, then in such case, it shall be deemed termination of the obligation of the Lessor hereunder and it shall not be obliged to rebuild or replace the property except at its own option.
8. Lessee further agrees to use the property for the sole purpose of selling concessions and only during league scheduled tournament scheduled ballgames.
9. Lessee hereby agrees to purchase liability insurance on the premises in order to protect and save harmless the Lessor on account of injury or damage to any person while on or about said premises during the term of this Lease. The amount of liability insurance shall be amount which is agreeable to both parties.

This lease provides for an option to renew for another three (3) year term on May 31, 2021 at a price to be determined by the Lessor.