

Town of Farmington

Park Lease Agreement

LEASE FOR THE BALLPARK, MAIN BUILDING, GARAGE, AND GROUNDS
AT THE TOWN OF FARMINGTON PARK a.k.a. GATORSITE LOCATED AT
445 230TH STREET.

This agreement, made this _____ day of _____, _____ by and between
The Town of Farmington, LESSOR, and _____ of
_____, LESSEE.

WITNESSED: the LESSOR hereby grants to the LESSEE the exclusive right to operate the
concessions, ball field, porta potties, (collectively, the Premises) at the Town of Farmington
Park from _____ to _____.

If the event is something other than a ball tournament, like a family reunion, wedding dance,
graduation party or gathering of any kind the rental will include the Main Building and its
contents.

The concession will consist of, and be limited to, the sale of food and beverages, including malt
beverages. Sales are to be entirely confined to the concession area.

NO Glass containers allowed!

In consideration for the use of the Premises, the LESSEE agrees as follows:

1. To pay the Town of Farmington a rental of \$100.00 per day. In addition, \$10 per night/\$25 per weekend for overnight stays, and \$50 extra for events with more than 200 people in attendance.
2. In addition, \$75.00 is required as a security deposit which will be returned to the LESSEE 7-10 days after the lease ending date, following a park inspection by the LESSOR and return of building keys to the LESSOR.
3. To maintain and keep in good repair that portion of the Premises which are used for the weekend, and to keep the Premises in a neat, clean and sanitary condition at all times. Absolutely NO GLASS containers are allowed.
4. To make no additions, alterations or changes to the Premises without the approval of the LESSOR.

5. To conduct the entire concession in a decent, orderly and business-like manner and not to permit any unlawful behavior on any part of the Premises included in this lease.

It is understood:

1. The LESSEE is not an employee of the Town of Farmington and as Concessionaire assumes full responsibility and liability which may arise out of LESSEE'S use of the Premises pursuant to the Lease. LESSEE agrees to indemnify, defend and hold harmless the Town of Farmington, its Trustees, employees and agents from any claims, causes of action, damages, costs, expenses (including reasonable attorney fees), loss or liability which the Town of Farmington suffers or incurs due to or related in any way to the LESSOR'S use of the Premises pursuant to this Lease.
2. The LESSEE must timely apply for and receive a picnic license to sell fermented malt beverages at the concession, Must meet Operator's License Requirements as stated in the Town of Farmington Ordinances, and must comply with all applicable State of Wisconsin Statutes regarding the storage, sale, and consumption of fermented malt beverages by the public on the premises.
If it is any other type of gathering on the premises, and alcohol is being provided not sold, all Wisconsin statutes still apply, and you are not required to apply for a picnic license.
3. The lease shall not be transferable or any part of the premises sublet by the LESSEE unless written permission is given by the Town of Farmington.
4. The LESSOR reserves the right to enter upon the premises at all responsible times for the purpose of inspection and making such repairs and improvements as it shall deem necessary.
5. That the use of a PA system may only occur between the hours of 8:00 a.m. and 10:00 p.m.
6. LESSEE agrees that the ball field lights will be turned off and the gate closed no later than thirty minutes after the end of the last game each day the Premises are being used by the LESSEE.
7. All music **MUST** be **DONE** playing by 12:00 a.m.

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LESSOR- TOWN OF FARMINGTON

_____ or _____
Agent Park Director

LESSEE- _____

(Name of LESSEE)

SIGNATURE _____

Print Name _____

Address: _____

Contact Phone Number: _____

Contact Numbers:

Town Clerk: Debbie Swanson – 715-294-2370 (Picnic License & Scheduling)

Make all Checks payable to: THE TOWN OF FARMINGTON

Mail checks to: **Debbie Swanson- Clerk/Treasurer – 304 State Road 35- Osceola WI 54020**