

## **LEASE AGREEMENT**

**THIS AGREEMENT** is effective as of April 1, 2012 by and between the Town of Brownsburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Indiana, acting by and through its undersigned Park and Recreation Board (collectively, "Lessor") and Brownsburg Rugby Football Club ("Lessee"), acting by and through its duly authorized undersigned officers.

### **WITNESSETH:**

**WHEREAS**, Lessor is the owner of real estate commonly known as the Cardinal Property, located in Brownsburg, Hendricks County, Indiana; and

**WHEREAS**, Lessee utilizes a portion of said real estate for rugby game activities; and

**WHEREAS**, Lessor and Lessee desire to enter into a written lease with respect to their respective rights and obligations for the use of the Cardinal Property;

**NOW, THEREFORE**, in consideration of the payments, promises, terms and conditions herein contained, the parties hereto agree as follows:

1. **Leased Premises**. The Leased Premises are generally described as follows: center grass area of the Cardinal Property and south of Cardinal Elementary School on Hornaday Road, Brownsburg, Indiana, and are more specifically depicted on the map attached hereto and incorporated herein by reference as Exhibit "A" (the "Leased Premises").

The Lessee will leave the Leased Premises in a condition as good as when the Lessee first occupied them. The Lessee is liable for all damage, expense and loss including theft, and property loss caused by any person who attends, participates in, or provides goods of services in connection with the Lessee's use of the Leased Premises and all damage to property. In determining damages, Lessor will use current replacement value.

2. Term. The initial term of this lease shall be for four (4) months, commencing April 1, 2012 and continuing thereafter to and including July 31, 2012. The Lease shall be reviewed annually and its terms subject to revision at the sole discretion of the Park and Recreation Board. If the Park and Recreation Board intends to revise the Lease terms, the Lessee shall be notified in writing at least thirty (30) days prior to the Board meeting at which the revisions are to be discussed. Any revisions shall be on the agenda of a regularly scheduled Board meeting, and discussion and/or comment from Lessee will be heard. Any revisions will be acted upon by the Park and Recreation Board. If the Board notifies Lessee of the proposed revision(s), and no representative of Lessee attends the Board meeting to discuss the revisions, the revisions may be acted upon by the Board without further discussion with Lessee. Either party may serve written notice of Lease cancellation upon the other at least sixty (60) days prior to the expiration of the current Lease term. If neither party serves a notice of cancellation by the required date nor a new lease is not executed by the expiration of the prior term, the Lease shall continue in effect for succeeding Lease terms of one (1) year or until a new lease is executed.

3. Use. Lessee may use the Leased Premises for the conduct of its rugby game activities. Beginning on April 1, 2012 and ending on May 29, 2012, this shall be considered use times ("Use Times") and all other times during the Term shall be considered non-use times ("Non-Use Times"). During the Use Times, the Lessee shall have first priority for use of the Leased Premises. During the Non-Use Times, the Lessee shall have no priority for the use of the Leased Premises and any member of the public may utilize the Leased property for Park and Recreational purposes. Lessee shall also have first priority for use of the Leased Premises for the girls and boys state games, the dates of which are unknown at this time but will be provided to Lessor by the Lessee as soon as they are known. However, Lessor shall be permitted to conduct

organized recreation activities on the Leased Premises during the entire calendar year in its sole discretion. Lessee shall not sublet the Leased Premises at any time and shall make no agreements that limit or permit use of the Leased Premises by any other individual, league, or group during Lessee's non-use periods. Violation of this section may result in immediate cancellation of this Lease.

The Lessee shall not use and/or permit the use of the Leased Premises in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority. Furthermore, the Lessee shall not permit any nuisance to occur or exist on the Leased Premises. If such activity occurs, the Lessee waives all rights to use of the Leased Premises and shall vacate immediately upon request of the Lessor or any regulatory authority having jurisdiction over the Leased Premises.

4. Rent. Lessee shall pay Lessor rent in the amount of Fifty Dollars (\$50.00) a day for season games, not to exceed \$500. Rental fee will include at no additional cost the playoff games, shelter in Arbuckle Acres and alumni game. The rent shall be paid on or before April 1<sup>st</sup> of each year.

5. Lessee's Obligations. Lessee shall, at all times, exercise discretion to protect the safety and well being of all individuals using the property. Lessee shall also exercise proper supervision of rugby game activities and all matters relating thereto. Lessee further agrees to repair any damage to the Leased Premises occurring during Use Time and to remove debris and trash, which may accumulate during Use Time.

Lessee shall not authorize or otherwise permit the possession, use, or consumption of alcoholic beverages or controlled substances upon Town property. Violation of this section may result in forfeiture of all rights under the Lease and may subject the Lessee to penalties provided

in the Municipal Code. Lessee shall not leave hazardous materials, chemicals or equipment unguarded on the Leased Premises.

Lessee shall have an authorized representative of Lessee's Board of Directors present at all monthly meetings of the Parks and Recreation Board during Lessee's Use Time upon the written request of the Lessor, and Lessee shall provide the Director of the Parks and Recreation Department with a written schedule of all activities to be conducted on the Leased Premises, including, but not limited to, dates, times, and locations of such activities, prior to March 15 or the starting date of Lessee's activities, whichever date is earlier. Lessee further agrees to provide the Park and Recreation Board with a written schedule of all games at least thirty (30) days prior to the first rugby game. In addition, Lessee further agrees that it must provide to the Lessor ten (10) days advance notice in writing of any schedule changes which are subject to the approval of the Lessor.

6. Lessor's Obligations. Lessor shall maintain, at its sole cost and expense, the grass area serving the Leased Premises. Lessor agrees to provide, at its sole cost and expense, a portable toilet, and trash receptacles to properly control and maintain waste to the Leased Premises.

7. Indemnity. Lessee agrees to indemnify and save and hold harmless Lessor, its employees, agents, elected and appointed officials from and against all claims and actions for damage, loss, or injuries to any persons or their property resulting from the use or occupancy of the Leased Premises. Lessee shall not be liable for any injury, damage or loss occurring on the Leased Premises which results from the negligent actions of the Lessor, its agents or employees. The indemnification provided for herein shall include the Lessor's legal costs and attorney fees in connection with any such claim, action or proceeding. Further, Lessor shall give to Lessee

prompt and reasonable written and verbal notice of any such claims or actions, and Lessee shall have the right to investigate, compromise and defend the same. Lessee further agrees to give Lessor prompt and reasonable notice in writing of any and all claims or actions arising out of Lessee's use or occupancy of the Leased Premises, and Lessor shall have the right to investigate, compromise and defend the same.

Lessee agrees to carry public liability insurance covering bodily injury and property damage with limits for bodily injury in a sum not less than Two Million Dollars (\$2,000,000.00) per occurrence and for property damage in a sum not less than Fifty Thousand Dollars (\$50,000.00) per occurrence with said insurance policy designating Lessor as an additional insured. Lessee, during each year of this Agreement, shall promptly provide Lessor with a Certificate of Insurance of such insurance coverage.

8. Profit Making. If Lessee would like to hold an event for which admission is charged or at which items will be sold for profit, Lessee must request permission of the Park and Recreation Board in person and in writing at least one hundred twenty (120) days in advance of such event. The Board shall make all reasonable attempts to approve or deny the plan to charge admission or make a profit no later than sixty (60) days prior to such an event. If Lessee requires an approval or denial from the Board more than sixty (60) days in advance, it may request approval at the earliest possible date. At the time the request is made, Lessee may also ask the Board to establish an earlier deadline by which it must approve or deny the request. The decision to approve or deny the plan more than sixty (60) days in advance rests with the sole discretion of the Board. If Lessor permits Lessee to charge an admission or event fee, Lessee agrees to pay Lessor ten percent (10%) of all event or admission charges received by Lessee and to provide Lessor with appropriate documentation evidencing total fees collected for admissions

or events within fourteen (14) days after conclusion of the event for which admission and/or fees are charged.

9. Changes of Officers. Lessee shall notify Lessor in writing of any change in membership of Lessee's Board of Directors or President of Lessee's organization within thirty (30) days of such change.

10. Notices. Whenever any notice is required by this Lease to be made, given, or transmitted to the parties hereto, such notice shall be addressed to:

Lessor: Town of Brownsburg  
61 North Green Street  
Brownsburg, IN 46112

Lessee: Brownsburg Rugby Football Club  
P.O. Box 62  
Brownsburg, IN 46112

or such other address as the parties may designate in writing.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed as of the date first above mentioned at Brownsburg, Indiana.

TOWN COUNCIL OF THE  
TOWN OF BROWNSBURG, INDIANA

By \_\_\_\_\_  
President

\_\_\_\_\_  
Printed

PARK AND RECREATION BOARD  
OF BROWNSBURG, INDIANA

By   
\_\_\_\_\_  
President

*Michael W. Klitzing*  
\_\_\_\_\_  
Printed

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer

\_\_\_\_\_  
Printed

BROWNSBURG RUGBY FOOTBALL  
CLUB

By \_\_\_\_\_  
President

\_\_\_\_\_  
Printed

ATTEST:

\_\_\_\_\_  
Vice President/Secretary

\_\_\_\_\_  
Printed

**EXHIBIT "A"**

**The Leased Premises**

# TOWN OF Brownsburg

