

*R*iviera Ballroom Lease

Lease, made this _____ day of _____, 20_____
between the City of Lake Geneva, a municipal corporation, Lessee, hereinafter
referred to as the "City" and _____
hereinafter referred to as "Lessee."

- Recitals:
1. The City is the sole owner of the described premises and desires to lease the premises to a suitable lessee.
 2. Lessee desires to lease the below described premises.
 3. The parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

1. Lease Premises: The City hereby leases to Lessee the top floor of the Riviera building on Geneva Lake, located at 812 Wrigley Drive in the City of Lake Geneva, also known as the *Riviera Ballroom*.

2. Term and Rental Fee: The City leases the above described premises for a term of up to eight (8) hours from:

(time) _____ (date & year) _____

To
(time) _____ (date & year) _____

\$400.00 per hour will be charged for any occupancy exceeding the above specified time. Lessee hereby requests to lease the premises for an additional _____ hours from _____ to _____ (indicate time). The parties agree and understand that rent for such term shall be the sum of \$ _____ dollars. **Rent shall be due and payable in full by 4:00 p.m. no later than four weeks prior to rental.** Payment shall be made to the City of Lake Geneva.

3. Security Deposit: In addition to the rent set forth above the lessee shall pay a security deposit in the amount of \$1000.00. The City and Lessee agree that such security deposit shall be held by the City and may be applied to property damage to the premises, if any, resulting during the term of this lease or otherwise caused by the Lessee, his agents, employees or guests. Nothing in this section shall foreclose the City from, in addition to withholding the security deposit, seeking further action to recover damages or deficiencies from Lessee, his agents, employees or guests for damages to the leased premises.

4. Use: It is understood and agreed that Lessee's use of the premises shall be for the purpose of _____. Lessee shall not use nor shall he or she allow the use of the premises, or any part thereof, in any manner which is unlawful, immoral, disreputable, including, but not limited to, the following: gambling, contributing to the delinquency of minors, nude dancing and the use of fireworks.

5. Vendors: The lessee agrees to use caterers, beverage services, and rental companies from the Riviera Preferred Vendors List for their event. A vendor fee of 20% of the total bill (excluding tax and gratuity) will be charged for vendors **not** on the Preferred Vendor List. Preferred vendors pay a 15% fee. All other services i.e. Florists, DJ's etc. will be up to the Lessee and no fee will be charged.

6. Indemnity: Lessee shall indemnify the City and hold it harmless for all expenses, liability and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity or arising out of (1) a failure of Lessee to perform any term or condition of this lease; (2) any injury or damage happening on or about the premises; (3) a failure of Lessee to comply with any law of any governmental authority; (4) any third party agreements or contracts to provide goods or services for the direct or indirect benefit of the Lessee; or (5) any other circumstance or condition not resulting as a result of the negligence or intentional act of the City, its agents and employees.

7. Stolen or Lost Property: Notwithstanding the provisions of Section 5 herein, Lessee agrees to hold the City harmless for any loss, theft or damage of or to personal property. Lessee has the responsibility of inspecting the premises prior to the close of the lease term for personal property which was lost, misplaced or left behind. Any personal property or fixture remaining at the close of the lease term shall be considered abandoned and shall become property of the City.

8. Surrender of Possession: Lessee shall, upon the close of the lease term, or earlier, peaceably and quietly surrender and deliver the premises to the City free of all liens and encumbrances.

9. Assignment: It is understood and agreed that Lessee shall not assign, sub-lease or in any way encumber the premises, nor shall this lease be transferred by operation of law, without prior written consent of the City.

10. Access to the Premises: Lessee shall allow the City, its agents and employees to enter the premises at reasonable times and in a reasonable manner so as not to disrupt Lessee's use of the premises to inspect the premises to determine whether performance is in accord with the lease terms and conditions.

11. Riviera Security Personnel: Lessee shall allow two (2) employees of the City bearing identification tags with the words "Riviera Personnel" to be present and move freely through the premises during the lease term to make certain no terms or conditions of the lease are being violated. Such Riviera personnel shall also ask persons not authorized by Lessee to be present during the Lease term to leave and will call the police if necessary to assist in the control of guests of Lessee. Riviera personnel shall ask the lessee to announce last call and close down the bar one and a half hours and the DJ one hour before the end of the rental time. The Riviera

personnel will assist the Lessee in matters of a custodial or maintenance to ensure a clean and safe environment.

Such personnel shall be bonded at the expense of the City. A third security guard is required for parties larger than 250 guests (maximum capacity is 380).

12. Lessee shall pay, in addition to the rental fee, the hourly rate for necessary set-up and security personnel scheduled for the event. The hourly rate can be obtained from the City Clerk's office. Current rate is \$20.00 for set-up and \$12.75 after and is deducted from the security deposit.

13. Remedies of the City and Liquidated Damages: In the event of breach of any of the terms and conditions of this lease by Lessee, the City, at its option, may treat this lease as null and void, accept the security deposit as liquidated damages, accept the security deposit as partial payment of damages and sue for any deficiency or invoke any remedy available to it under law or equity.

14. Rules: Lessee hereby acknowledges receipt of the Rules governing the rental of the Riviera. (* See attached checklist). Lessee agrees to abide by and follow each and all of said rules regarding the use of the premises. Lessee further agrees that he or she shall be liable for any and all damages incurred as a result of violation of these rules. Failure to abide by the subject rules will be considered a breach of this lease.

15. The security deposit refund will be paid to and mailed to the Lessee below.

Signature of Lessee

Address

City, State, Zip

Date

For the City of Lake Geneva

Date