

LEASE AGREEMENT

THIS LEASE AGREEMENT delivered and effective as of 1 April 2024 by and between City of Maysville, 216 Bridge Street, Maysville, Kentucky 41056 (hereinafter "**City**"), and _____, _____ (hereinafter "**Tenant**"),

WHEREAS, the City desires that an independent lessee operate and promote its River Park; and

WHEREAS, Tenant desires to lease and operate the River Park;

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set out, the City does hereby lease to Tenant and Tenant does hereby lease from City, the real property known as the River Park property or the City or Maysville (hereinafter "**River Park**"), upon the following terms and conditions;

WITNESSETH that in consideration of the mutual covenants contained herein, the parties agree as follows:

(1) **PREMISES** The property leased hereby is the entire property known as the Maysville River Park, located on the north side of the floodwall in the east end of Maysville, Mason County, Kentucky, and including the picnic areas, parking areas, riverfront and cove docks, wharves, and marina areas, camping areas (43 spaces), and all connecting areas common thereto being the property of City (hereinafter "Premises")

(2) **TERM** TO HAVE AND TO HOLD the Premises unto Tenant for a term commencing 1 April 2024 and expiring 31 October 2024, subject to either party's right to terminate by giving 30 days prior written notice to the other party of its intent to terminate. Tenant shall only operate on the Premises from April 1 to October 31 (hereinafter "**Season**"). The City may renew the lease for four (4) additional one (1) season terms by giving written notice to the Tenant by January 15th. Subsequent seasons may be terminated by either party giving 30 days notice.

(3) **RENT** Minimum yearly rent shall be at least \$8,500. Tenant shall pay the City as rental for said Premises \$_____ and shall pay by May 1st. Tenant shall also pay \$16,000 to the City on May 1st. This amount will be a credit for electric and water bills. The City will provide Tenant a statement every month on the amount of utility bills and the balance of the account. Tenant will pay any remaining balance due on the utilities on monthly beginning when the \$15,000 deposit for utilities has been used for utilities. If the City has excess funds for utilities after the October utility bills have been paid, the City will pay the excess to Tenant.

(4) **USE**

- (a) The River Park shall be used under this Lease for the sole purpose of a park, campground, boat launching and docking site, and uses normally associated with a park, campground, boat launching and docking site.
- (b) Tenant shall not prevent the public use of the River Park public facilities by owners/users of such personal watercraft but Tenant shall not rent dock space for jet skis, wave runners, canoes or similar craft.
- (c) Tenant shall operate a mini-mart in existing storeroom for beer, soft, drinks, tobacco products, groceries, ice, fishing supplies, and supplies incidental to operation of a park, camping ground, and boat launching and docking site, and marine hardware and accessories. Tenant shall furnish all equipment and stock and Tenant shall be the sole owner of equipment and stock.
- (d) Tenant may, at Tenant's own expense, place a camping trailer (35 feet maximum) on the Premises to serve as an office and living quarters for Tenant or Tenant's employee(s). No fees shall be paid by Tenant for the camping trailer.
- (e) Tenant shall charge a launch fee of \$4 daily and \$40 annually. Tenant is not permitted to change this fee. These fees do not include fishing tournaments or other special activities arranged by tenant or 3rd parties.

(5) **SURRENDER OF PREMISES** Tenant shall at the expiration of the term hereof, surrender the Premises in as good condition as the same shall have been at the time possession thereof has been delivered to the Tenant except for ordinary wear and tear.

(6) **TENANT'S OBLIGATIONS**

- (a) Tenant shall provide labor, equipment, fuel, and supplies to meet his obligation under this Lease.
- (b) Tenant shall manage the River Park and related areas as a whole.
- (c) Tenant shall collect all fees related to operation of the River Park and related areas / facilities.
- (d) Tenant shall mow:
 - the camping spaces and related areas;
 - the area north of the road leading to the boat dock;
 - all picnic areas;
 - cove area; and

- river front area.
- and
- (e) Tenant shall keep the entire area clean and sanitary, including the rest rooms and shall pick up trash from Main Street to the Riverpark.
 - (f) Tenant shall promptly notify the City of any inoperable items the City may maintain, and shall notify the City of damage to any River Park improvements or injury to any person at River Park or in the Ohio River within 100 yards or the boat launch.
 - (g) Tenant shall pay all electrical and water services used at the River Park during the Season as set out in Paragraph 3.
 - (h) Tenant shall promote, at Tenant's own expense, the use of the River Park through various means of advertisement throughout the Maysville market area.
 - (i) Tenant shall keep boat launch ramp, camping facilities, and boat docks accessible twenty-four hours per day, seven days per week, during the Season. Public rest rooms and showers shall be open from 9:00 a.m. until 9:00 p.m. seven days per week during the Season.
 - (j) "Mini-Mart", concession operations, and office hours of operation shall be determined by weather, river conditions, and demand. Provided, that Tenant will maintain regular operating hours, a schedule of which will be provided to and approved by the City.
 - (k) Public fishing shall NOT be allowed from the docks, ramp or pier. Public fishing shall be allowed in designated areas.
 - (l) Tenant shall monitor the camping facilities and ensure that the noise levels are not excessive and do not interfere with other campers.

(7) **CITY' OBLIGATIONS**

- (a) City shall provide trash pickup on a regular basis for the River Park. In the event that trash receptacles, such as dumpsters, are needed, the parties will share equally all expenses associated with such receptacles. Tenant shall pay one-half the cost of garbage collection.
- (b) City shall mow all areas not designated in Tenant's obligations above.
- (c) City shall make all structural and roof repairs to all buildings except damage willfully caused by Tenant or Tenant's employees.
- (d) City shall keep the road leading to the River Park in good repair, along with the parking areas, the launching ramp, and all roadways within the River Park. City shall also maintain the camping spaces in good condition.

- (e) City shall maintain Public Service Docks, being those located on the riverfront from the commencement of this Lease Agreement.

(8) **ALTERATIONS**

It is agreed that Tenant will not make or permit to be made any decorations, alterations, additions, improvements, or changes in the Premises without in each case first obtaining the written consent of City. Decorations, alterations, additions, improvements or changes in the Premises to which City shall have consented, with the exception of fixtures removable without damage to the building and movable personal property, shall be the property of City and remain in the Premises at the expiration or sooner termination of the Lease. Any improvements or fixtures attached by screws or nails shall be considered fixtures attached to the building and shall remain in the building at the termination of the Lease.

- (9) **TRADE FIXTURES AND FURNISHING** Tenant shall have the privilege of installing any furniture, equipment or trade fixtures necessary or desirable for the conduct of its business, which furniture, equipment or trade fixtures shall remain the property of Tenant and Tenant shall have the right to remove the same upon expiration or the term of this Lease, by default or otherwise.

- (10) **CASUALTY** Tenant shall notify City of damages to the Premises caused by casualty, and City shall promptly commence and diligently complete the repair of such damages. Provided, that if such damages render the Premises unsuitable for Tenant's use, Tenant or City may terminate this Lease; otherwise, Tenant's rent shall abate until restoration of the Premises by City.

(11) **RENTAL OF PERSONAL WATERCRAFT AND INDEMNIFICATION AND INSURANCE**

If Tenant or any approved sublessee engages in the business of renting personal watercraft, the tenant or sublessee shall be responsible for obtaining any permits from the U.S Army Corps of Engineers. Tenant or approved sublessee shall save City harmless from all claims against City arising out of Tenant's or sublessee's rental of personal watercraft, including legal fees of City in defending such claims. Tenant or sublessee shall at their own expense cover such indemnification with liability insurance with a \$1,000,000 single limit coverage for each occurrence of personal injury, death, and/or property damage; such insurance policy shall name City as an additional named insured under said policy, and shall provide that it may not be cancelled or reduced in coverage except with thirty days written notice to City. Insurance shall be provided by a company approved by City, which approval shall not be unreasonably withheld. A certificate of the coverage shall be delivered by the Tenant or sublessee to the City before commencement of any rental and as replaced from time to time upon request of the City. Further, Tenant or sublessee shall secure a waiver of liability from each renter releasing the City of any liability in case of personal injury, death, or property damage and they shall require each renter to wear a U.S. Coast Guard approved life jacket at all times.

- (12) **INSURANCE** City shall be responsible for the payment of fire and extended coverage insurance premiums on the Premises and permanent improvements located thereon. Tenant shall be responsible for insurance on Tenant's contents in the Premises. Tenant shall maintain liability insurance as further discussed in Paragraph 18 of the Lease Agreement.
- (13) **INSURANCE SUBROGATION** The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the building and other improvements on the Premises, and to fixtures and personal property of either City or Tenant in or on the Premises that are caused by or result from risks insured against or under any insurance policies carried by the parties and in force at the time of such damage. City shall have no liability for casualty damage to Tenant's contents, and Tenant shall have no liability for casualty damage to City's building or improvements, and each party may carry such insurance as it may deem necessary to protect its own property against casualty. Each party shall cause each insurance policy obtained to it to provide that the insurance company waives all rights of recovery by way or subrogation against the other party.
- (14) **QUIET ENJOYMENT** City covenants that so long as the Tenant shall perform and observe all the covenants, agreements, and undertakings of this Lease on the Tenant's part to be performed and observed. Tenant shall have quiet, peaceful, and uninterrupted possession, use and enjoyment of the Premises subject to the public's use thereof.
- (15) **SIGNS** Permission is hereby given Tenant to letter the windows of the Premises advertising Tenant's business, but Tenant shall remove such lettering upon vacating the Premises. Other signs may be installed on the Premises only with City's prior consent and shall remain the property of Tenant but shall be removed upon Tenant's vacating the Premises. Tenant agrees that any sign placed by it on the Premises shall comply with the Ordinances of the City of Maysville, Kentucky.
- (16) **HOLDOVER** The parties agree that any holding over by Tenant under this Lease, without City's written consent, shall be a tenancy at will which may be terminated by either City or Tenant on thirty days written notice thereof.
- (17) **INSPECTION** City may enter Premises during normal business hours to inspect the use and condition of the Premises, to make repairs as required, and to show the Premises for sale or successive lease.
- (18) **TAXES** Tenant shall pay all personal property taxes for Tenant's contents in Premises, all business taxes and license fees, including a City Occupational License for Tenant's use of the Premises, and any tax assessed on Tenant's leasehold interest.
- (19) **INDEMNIFICATION AND INSURANCE** Tenant shall save City harmless from all claims against City arising out of Tenant's use of the Lease Premises and the Building, including legal fees of City in defending such claims. Tenant shall at Tenant's expense cover such indemnification with liability insurance with \$500,000 single limit coverage.

for each occurrence of personal injury and/or property damage; such insurance policy shall specifically include the entire River Park, including gasoline docks; and shall name City as an additional named insured under said policy, and shall provide that it may not be cancelled or reduced in coverage except with thirty days written notice to City. Insurance shall be provided by a company approved by City, which approval shall not be unreasonably withheld. A certificate of the coverage effective April 1, 2018 shall be delivered by Tenant to City before April 1, 2018 and as replaced from time to time, or upon request of City. Tenant shall maintain fire and extended coverage insurance on his inventory and equipment. City shall insure the permanent structures against fire and those perils covered by the standard extended coverage endorsement.

(20) **DEFAULT** Each party shall, on default with respect to any or the above provisions to this Lease by the other party, give notice of such default and such other party shall then have ten days either to correct the default, or commence corrective action if the conditions cannot be corrected within ten days, in which event such other party shall diligently commence and shall have a reasonable time for completion or the correction. Either party shall have the right to cancel the lease if the default is not corrected within ten days. Each party may enforce its rights under this Lease to the full extent permitted by the laws of the Commonwealth of Kentucky and may recover reasonable attorney's fees incurred to enforce this Lease.

(21) **COMMUNICATIONS AND PAYMENTS** All notices, consents, releases, payment, and communications of any kind hereunder shall be in writing and shall be addressed and sent to the parties through the persons below, subject to thirty days notice of change:

City: Matt Wallingford, City Manager
City of Maysville
216 Bridge Street
Maysville, Kentucky 41056

Tenant: _____

Such communications shall be effective when deposited as shown by post mark in the United States mail, postage prepaid, or otherwise personally delivered.

(22) **ENTIRE AGREEMENT** This Lease constitutes the entire agreement and evidences all rights and duties existing between the parties. There may be no modification in this Lease, except in writing, executed by both parties to this Agreement.

(23) **ASSIGNMENT AND SUBLEASE** Tenant shall not assign, sell, mortgage, pledge, or in any manner transfer this Lease or any part thereof or its interest therein, nor sublet the Premises or any part or parts thereof without the prior written consent of City which consent City in its sole discretion is free to give or withhold without cause or justification

thereof. City's consent to any assignment or subletting shall not relieve Tenant of any of the obligations of Tenant under this Lease and Tenant shall remain fully liable therefor. City may assign its interest in this Lease and any sums payable hereunder.

(24) **SUCCESSORS AND ASSIGNS** The covenants and conditions herein contained shall apply to and bind the heirs, personal representatives, successors, and assigns of the parties hereto

IN WITNESS WHEREOF, the parties have executed this Lease as of the date and year first above written.

CITY

TENANT

City of Maysville, Kentucky

By _____
Charles T. Cotterill, Mayor

COMMONWEALTH OF KENTUCKY
COUNTY OF MASON

The foregoing instrument was acknowledged before me by Charles T. Cotterill, as Mayor for the City of Maysville, this ____ 2021.

Notary Public, State at Large No. _____
My commission expires _____

COMMONWEALTH OF KENTUCKY
COUNTY OF MASON

The foregoing instrument was acknowledged before me by _____, this ____ 2018.

Notary Public, State at Large No. _____
My commission expires _____