

Invoice # _____

Lease for Mountrail County Plaza Complex

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by, between and among Mountrail County, a political subdivision of the State of North Dakota (hereinafter referred to as "Lessor") and _____ whose address is _____ (hereinafter referred to as "Lessee").

By this Agreement, Lessor agrees to lease to Lessee the premises known as the Mountrail County Plaza Complex located in the City of Plaza, Mountrail County, North Dakota, and described as follows to-wit:

Sublot B of Outlot 3 of the SE¹/₄NE¹/₄ of Section 5, Township 152, Range 88 West, City of Plaza

PORTIONS OF BUILDING BEING LEASE: Community Hall including Kitchen & Restrooms

and pursuant to the following terms and conditions:

1. This lease shall be for the period of _____ and shall be for the following stated event: _____
2. Lessee shall obtain event insurance coverage in the amount of \$1,000,000 before the date of the event, and shall present to Lessor a copy of said valid insurance coverage upon the signing of this Agreement.
3. Lessee agrees to obtain proper transfer of license and policing if alcoholic beverages are allowed on the premises during the event.
4. Lessee agrees to pay an amount of \$_____ as rent for the use of the Mountrail County Plaza Complex. Payment of rent must be paid one month in advance or upon booking to the Mountrail County Auditor.
5. Lessee agrees to pay an amount of \$_____ as a clean-up deposit for the use of the Mountrail County Plaza Complex. Payment of clean-up fee must be paid one month or upon booking in advance to the Mountrail County 701-628-2390. Clean-up deposit will be forfeited to Mountrail County if building is not satisfactory cleaned as determined by County Custodial Personnel. Refund of clean-up deposit requires Board of Mountrail County Commissioner approval.
6. Lessee agrees to pay an amount of \$_____ as a damage deposit for the use of the Mountrail County Plaza Complex. Payment of damage deposit must be paid one month in advance

Approved by the Board of Mountrail County Commissioners on: 9.7.2021

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or upon booking to the Mountrail County. Damage deposit will be forfeited to Mountrail County if building is damaged in any manner as determined by County Custodial Personnel. Refund of damage deposit requires Board of Mountrail County Commissioner approval. Further, lessee will be responsible for any and all damages in excess of \$500.00 to the premises occasioned by any and all persons during the term the above described event is being held.

- 7. Lessee agrees to forfeit damage deposit if excessive cleaning is required as determined by County Custodial Personnel.
- 8. The Lessee agrees to defend, indemnify, and hold harmless the County of Mountrail from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the County of Mountrail by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the Lessee, their guests, or by third parties, or by the agents, servants, employees or factors of any of them.
- 9. Lessee has no right to use or have right to access any other portions of the building of the Lessor other than that specific area(s) listed in hereinabove. In the event that the Lessee, its invitees or agents violate this covenant, Lessor has the right to deny Lessee the right to lease the premises in the future.

Dated this ____ day of _____, 20____.

LESSEE:

WITNESS:

Signature

Signature

Dated this ____ day of _____, 20____.

LESSOR – COUNTY OF MOUNTRAIL

ATTEST:

Trudy Ruland, Chairman
Mountrail County Commissioners

Stephanie A. Pappa
Mountrail County Auditor

Approved by the Board of Mountrail County Commissioners on: 9.7.2021