

CITY OF WILLIAMS
PORT-A-STALL RULES, REGULATIONS AND LEASE AGREEMENT

The City of Williams, a municipal corporation of the State of Arizona, herein referred to as Lessor, hereby leases to _____ herein referred to as Lessee, and Lessee hereby hires from Lessor, the following personal property: **Port-A-Stall #** _____

1. **ELIGIBILITY FOR USE OF FACILITIES:** All persons over the age of 18 years, residing within the Williams School District shall be eligible to use the Port-A-Stalls, subject to the priority system outlined herein.
2. **PRIORITY USE:** As long as vacant stalls are available, Port-A-Stalls shall be leased on a first come basis to eligible users.
3. **WAITING LIST:** When no unleased stalls exist, two (2) waiting lists shall be maintained. Waiting List "A" shall contain the names of persons residing within the Williams City limits who are not currently leasing a stall. Waiting list "B" shall contain the names of persons residing outside of the Williams City limits, but within the Williams School District, or any persons eligible for list "A" who are currently leasing a port-a-stall.

All names shall be placed on the respective list on a first come basis. The opportunity to lease a stall shall be given to each person on Waiting List "A", beginning with the first name on that list. Once all persons on Waiting List "A" have been given the opportunity of leasing a stall, those on Waiting List "B" will be considered, beginning with the first name on that list.

4. **4-H LIVESTOCK PROJECTS:** 4-H members that have a livestock project that include: horse, cattle, goat or sheep may lease a stall at no charge (\$0) for the duration of their annual project as long as vacant stalls are available. 4-H member must also have proof of membership. Port-a-stalls shall be leased on a first come basis and returned back to the city at the end of their annual project. The 4-H member must be of legal age as identified in the agreement to sign the lease agreement or signed by their legal guardian. The lessee shall adhere to all rules and regulations of the agreement.
5. **LEASE TERMS:** The length of the Port-A-Stall lease shall be one year, unless otherwise terminated as provided hereinafter under the following terms and conditions. At the expiration of this lease, the lease shall automatically renew for subsequent one year terms provided all terms and conditions contained herein and all Port-A-Stall rules and regulations are being complied with.
6. **DEPOSIT:** Lessee shall pay to Lessor the amount of \$100.00 as a deposit which shall be refundable to Lessee upon return of property to Lessor in suitable and clean condition, reasonable wear and tear excepted, and subject to payment of all rent due.
7. **PAYMENT OF RENT:** In consideration for the leasing of the Port-A-Stall property, Lessee agrees to pay to Lessor as rent for the property the sum of \$40.00 per month, including tax, with each payment due in advance of the first day of each month during the entire term of this lease. Said payments shall be made to City of Williams, 113 S. First Street, Williams, Arizona, 86046. The City reserves the right to increase the monthly fee with 60 days notice to Lessee's.
8. **LATE CHARGES/SERVICE CHARGE:** A late Charge, as established by the Port-A-Stall fee schedule, shall be charged on the 10th day of the month if payment has not been received by that time. The late charge shall be applied to each subsequent month, for each month with remains delinquent. The stall lease may be automatically canceled at the Cities option for any account which becomes

more than thirty (30) days delinquent, and the City shall take those actions necessary to remove, and lawfully dispose of, any livestock, materials, supplies, and property located within the subject stall and tack room. The City shall have a landlord's lien on all property, including livestock, to secure payment of any indebtedness which may be due.

9. **USE OF PORT-A-STALLS:** Only horses, cattle, sheep and goat may be kept in the Port-A-Stalls. A maximum of two (2) stalls per household and only one (1) animal per stall is allowed. No stallion over the age of one (1) year old is allowed, no bulls or draft horses.
10. **PRESERVATION OF PROPERTY:** Lessee shall use the property in a careful and proper manner, agrees to comply with all applicable laws, rules and regulations promulgated by the City Council concerning the premises, and use and maintenance thereof, and shall maintain the property in good repair and condition. Lessee hereby assumes all risks of loss and damage to the property from any cause whatsoever and agrees that the property will be returned to Lessor in the same appearance and condition as when received, ordinary wear and tear excepted. Lessee assumes all risks of loss and damage to any animal or animals kept in said stalls. No signage attached to the stall or interior walls.
11. **MAINTENANCE AND CLEANING:** All stalls must be maintained in a clean, acceptable manner. All must be cleaned, and all manure removed, at least three times per week. All manure shall be piled five (5) feet from the back gate.
12. **ALTERATIONS:** No modifications, additions, or alterations to any Port-A-Stall facilities shall be made without prior, written permission of the Animal Control Officer.
13. **DAMAGES:** The Lessee agrees to pay for any and all damages caused by him/her or his/her animals beyond normal wear and tear.
14. **PROHIBITION AGAINST SUBLEASING AND FOR PROFIT USES:** Subleasing of Port-A-Stalls is prohibited. Uses of Port-A-Stall facilities are intended for the keeping of animals for recreational use by the owners, and shall not be used for "profit making purposed (ie. The keeping of animals for hire, boarding animals for a fee, etc.)
15. **WATER USAGE:** Water provided in the Port-A-Stall building shall be used only for animals stabled within the facility. All water faucets shall be shut off when not in use. There shall be no bathing of animals in the aisles at any time, however bathing of animals shall be permitted at designated areas. NO stock tank or water barrel heaters.
16. **HEALTH AND WELFARE OF ANIMALS:** The owner of animals at the Port-A-Stall facility shall be responsible for the health and welfare of their animals, and the City of Williams shall be relieved of any responsibility in this regard. The Animal Control Officer shall have the right to demand the immediate removal, or cause the removal, of any sick, infected, or undernourished animals at the Port-A-Stalls, or to have said animals treated by veterinarian at the expense of the owner.

Veterinarian Name _____

Address _____

City _____ **State** _____ **Zip Code** _____

Phone Number (____) ____ - _____

17. **ANIMAL CONTROL:** Animals must be on a lead and under supervision at all times when outside of stalls. *The Animal Control Officer shall also have the right to ban exceptionally unruly, or potentially dangerous animals.*

18. LIABILITY: Lessee agrees that Lessor shall not be liable for injury to persons or property, including Lessee, its agents or employees, from any cause related to Lessee's occupancy or use of the premises, including those occurring in connection with the operation of Lessee's business. Lessee hereby covenants and agrees to indemnify Lessor and save it from harmless from any liability, loss or expense, including costs of suit, or attorney's fees arising out of any injuries, claim. Loss or suit. Lessee hereby waives any right in its behalf and on behalf of any insurer of Lessee to subrogate any loss or claim incurred by Lessee against Lessor.

19. ENFORCEMENT, PENALTIES, AND COMPLAINTS: The Williams Animal Control Officer shall be responsible for enforcing these rules and regulations, and shall have the right to inspect, or have a duly authorized representative of the City of Williams, county or state inspect the premises at any time. In order to do so letters of Violation will be issued to any person violating any of these rules and regulations. Upon receipt of the letter of violation Lessee has 10 days to rectify the violation or the lessor may terminate the lease immediately.

Any violation of these rules and regulations which involves damage to the Port-A-Stall facilities, or which involves the health, safety, or welfare of persons or animals, may be referred to the City of Williams, who shall have the right to immediately cancel the lease, and to cause the Lessee to forfeit the right to use the facilities for time period as determined appropriate.

All complaints regarding activities at the Port-A-Stall facilities or violations of these rules and regulations shall be filed with the Williams City Manager.

20. TERMINATION OF LEASE BY DEFAULT: If Lessee fails to perform any of the conditions or covenants of this Lease, violates any of the lease rules and regulations, or fails to pay all rent owed within 10 days of the date due, Lessor may terminate this lease and the Lessee's rights to possession of the property, and immediately take possession of the property without demand on or notice to Lessee. Three (3) Strike Policy; any three (3) violations of any of the rules and regulations will cause termination of this lease.

21. TERMINATION: On the expiration of, or other termination of this lease, Lessee's right to use the premises, facilities, and services described herein shall cease, and Lessee shall vacate the premises without unreasonable delay. After the initial one (1) year term, the Lessor may terminate the lease by providing 30 day written notice to vacate.

22. EVICTIONS: When necessary, the Williams City Attorney will be notified to prepare and serve the Eviction Notices. If the Lessee fails to vacate, the City of Williams will take possession of the stall and the property therein as liquidated damages.

23. LIMITATION OF WARRANTIES: Lessee acknowledges that the Lessor has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition of the property. Lessor shall not be liable to Lessee for any liability, loss or damage cause directly or indirectly by the property, by any inadequacy thereof or defect therein, or by any incident in connection therewith.

24. PAYMENT OF ATTORNEY'S FEES AND COSTS: Lessee agrees in the event it is necessary for Lessor to file any action to enforce any covenant contained herein or in the Port-A-Stall Rules and Regulations, including failure to pay rental as prescribed, the Lessee agrees to pay reasonable attorney's fees and related costs incurred by Lessor.

25. NOTICES: All notices pertaining to this lease shall be in writing, and delivered to:
City of Williams, 113 S. First Street, Williams AZ 86046

ACKNOWLEDGMENT OF THESE RULES AND REGULATIONS: I hereby certify that I have read, understand, and agree to abide by the rules and regulations contained herein, and that I am at least 18 years old and of legal age to enter into a contract. I further certify that I understand that violation of these rules and regulations can result in cancellation of my lease, and forfeiture of my right to use the Port-A-Stall facilities.

LESSOR: CITY OF WILLIAMS

City Manager/or Designee

Date

Animal Control Officer

Date

LESSEE:

Signature

Date

Typed or printed name

4-H Member

Address _____

Mailing address (if different) _____

Home phone (____) ____ - ____

Cell phone (____) ____ - ____

<i>FOR OFFICE USE ONLY</i>	
<u>DEPOSIT INFORMATION</u>	
AMOUNT OF DEPOSIT: \$ _____	CHECK ____ # _____
DATE DEPOSIT RECEIVED: ____ / ____ / ____	CREDIT CARD ____ (Last 4 digits) _____
PICTURE ID VERIFIED YES ____ NO ____	CASH ____ MONEY ORDER ____
	DEPOSIT RECEIVED BY: _____