

Property Owner: _____
Property Address: _____

Mailing Address: _____

Telephone Number: _____
Email Address: _____

**TOWN OF CAZENOVIA BENTHIC MAT
RENTAL AND INSTALLATION PROGRAM
RENTAL AGREEMENT**

THIS AGREEMENT is as of the ____ day of _____, 2021, by and between the **TOWN OF CAZENOVIA** (hereinafter “Lessor”) and Town Property Owner _____ (hereinafter “Lessee”) for the rental of no more than four (4) benthic mats for installation/removal on lakefront property on certain portions of Cazenovia Lake in the Town of Cazenovia. Lessor and Lessee agree as follows:

1. **Lease of Benthic Mats.** Subject to the terms and conditions of this Agreement, the Lessor leases to the Lessee and the Lessee rents from the Lessor no more than four (4) benthic mats (unless additional inventory becomes available) pursuant to the Town of Cazenovia’s Benthic Mat Rental Program.

2. **Annual Rental.** The Lessee shall pay to the Lessor, as rent for the installation, use and removal of the benthic mats, Ninety and 00/100 Dollars (\$90.00) for each mat issued. No more than four (4) mats shall be issued to any Property Owner unless additional inventory becomes available. Rental is for the 2021 Season.

3. **Ownership, Use and Acceptance of the Mats.**

a. The rented mats shall at all times be the sole and exclusive property of the Lessor. Lessee shall have no rights or property interests in the mat, except for the right to use same pursuant to the rules and regulations of the Town of Cazenovia Benthic Mat Rental Program.

b. Lessee acknowledges receipt of a copy of the “Rules and Regulations for Rental of Benthic Barriers (Benthic Mats) by Town Residents.” The rules and regulations are made a part of this Agreement by reference.

c. Lessee must use the approved Town of Cazenovia benthic mat installer. For the Year 2021, the installation/removal service has been awarded to Schuyler’s Scapes. Lessee shall make arrangements to contact Schuyler’s Scapes to obtain information for the date of installation/removal of the mats.

d. The installation/removal of mats will occur on dates and times designated by the Town of Cazenovia and its Installation Contractor.

e. No mats may be installed in any sensitive areas on Cazenovia Lake. Mats must be installed in accordance with New York State Department of Conservation Easement Rules and Regulations. Lessee has determined that all leased mats are suitable for the use intended, and the Lessee has inspected the same and accepts the same as delivered. Lessor has made no representations or warranties, oral or written, expressed or implied, in connection with the mats.

f. Lessee shall not make any alterations to or replacement of the mats and shall immediately contact the Town of Cazenovia for any issues relating to same.

g. Mats will be installed and removed upon the schedule agreed upon by the Lessor and its Installation Contractor.

4. **Indemnity**. Lessee assumes liability for and shall indemnify, protect, save and keep harmless the Lessor, its agents and servants from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of whatsoever kind and nature imposed upon, incurred by or asserted against the Lessor in any way relating to or arising out of this Agreement or the use of the mats. The indemnities contained in this Section shall continue in full force and effect, notwithstanding the termination of this Agreement.

5. **Inspection**. The Lessor may inspect the equipment from time-to-time to determine that it is being used in a manner in which it was intended.

6. **Entire Agreement**. This Agreement contains the entire agreement between the parties. There are no other understandings or agreements between them.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN OF CAZENOVIA, LESSOR

By: _____
Hon. William N. Zupan, Supervisor

_____, Lessee

_____, Lessee