

Property Owner: _____
Property Address: _____

Mailing Address: _____
Telephone Number: _____
Email Address: _____

**TOWN OF CAZENOVA BENTHIC MAT
RENTAL AGREEMENT**

THIS AGREEMENT is as of the ____ day of _____, 2026, by and between the **TOWN OF CAZENOVA** (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 pursuant to the Town of Cazenovia’s Benthic Mat Rental Program rules and regulations. Lessee acknowledges that they have been provided with a copy of the “Rules and Regulations for Rental of Benthic Barriers (Benthic Mats) by Town Residents” and understands and agrees to the requirements of same.

2. **Annual Rental.** The Lessee shall pay to the Lessor, as rent for the installation, use and removal of the benthic mats, Fifty and 00/100 Dollars (\$50.00) for each mat issued. No more than four (4) mats shall be issued to any Property Owner. Rental is for the 2026 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. The rented mats shall be picked up at the Town of Cazenovia Highway Garage located at 3425 Constine Bridge Road, Cazenovia, NY. Lessee shall make arrangements to safely install the mats rented. Responsibility of installation rests solely with the Lessee.

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

e. Lessee understands and agrees that 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 agrees that mats will be installed in water with a depth of no greater than 6'.

g. Lessee agrees that they 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.

h. Mats will be installed and removed upon the schedule designated by the Lessor.

i. Lessee acknowledges that mats shall be returned to the Town of Cazenovia Highway Garage no later than September 23, 2026. If mats are not returned to the Highway Garage by this date, the Lessee understands and agrees that the Lessor will retrieve the mats and a lien of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for each mat retrieved by the Lessor will be added to the Lessee's property tax bill for the succeeding year.

j. Lessee further understands and agrees that if any of the returned mats show signs of damage (not normal use "wear and tear"), Lessor will place a lien of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for each damaged mat will be added to the Lessee's property tax bill for the succeeding year.

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 if this Agreement.

5. **Inspection.** The Lessor may inspect the mats 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. Kyle M. Reger, Town Supervisor

_____, Lessee

_____, Lessee