

Liberty Center City of Liberty

Lease Agreement

This agreement made and entered into by and between the City of Liberty, a municipal corporation of the State of Texas, acting by and through its Employees, hereinafter called "City" and (see addendum I), hereinafter called "Lessee", is made and entered into for the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to and with City to keep and perform.

I: PAYMENT TO CITY AND GRANT AND TERM OF LEASE

1.1 That the City, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, does hereby agree to furnish certain space and premises (hereinafter called "leased premises") located in the City of Liberty as designated on Addendum I attached hereto and incorporated herein by reference or as listed below and Lessee agrees as consideration hereof and as payment for the right of use herein granted of the leased premises, Lessee will pay City certain sums at designated times as more particularly described in Addendum II attached hereto and incorporation herein by reference or as listed below.

Includes in-stock Tables and Chairs	Room Rate		Local Non-Profit	
	Without Alcohol	With Alcohol	Without Alcohol	With Alcohol
Liberty Center	\$500.00	\$1000.00	\$250.00	\$500.00
Kitchen	\$300.00	\$300.00	\$300.00	\$300.00

1.2 Service Clubs (Lions, Rotary, and Chambers) all have an agreed upon set rate.

1.3 The Liberty Center may not be used for Political Fundraising.

1.4 **The term of this lease shall commence at 6:00 am of Rental Date(s) and shall be completed at Midnight of Rental Date, unless additional time has been paid for at \$100.00 per each half hour until 2:00 a.m.(see addendum II).**

1.5 To validate this lease agreement, one half (1/2) of the room rental (not to exceed \$1,000.00) and a damage deposit of \$1,000.00 must accompany this signed agreement. **NOTE; THIS IS NOT A BINDING AGREEMENT UNLESS ALL THREE (3) OF THESE CONDITIONS ARE MET.** The room rental is not refundable unless the event is cancelled sixty (60) days or more prior to event date. In the event Lessee is planning similar multiple events, a separate \$1000.00 security deposit will also be required to hold dates during the same calendar year. The damage deposit is fully refundable if lessee cancels the event or Lessee meets the requirements of this agreement and returns the premises in its present condition.

1.6 BALANCE OF ROOM RENTAL IS DUE THIRTY (30) DAYS PRIOR TO EVENT. EQUIPMENT RENTAL (ADDITIONAL SERVICES) IS DUE NO LATER THAN TEN (10) DAYS PRIOR TO EVENT.

1.7 Kitchen rental includes the use of the kitchen facility and appliances located in the kitchen facility. This does not include the cooler in the storage room. Appliances in storage room are not for public use and is only used during emergency situations.

II: DEPOSIT

2.1 Deposit is \$1,000 for all rentals. The deposit is refundable if facilities are left clean, undamaged, and all rules and regulations followed. This includes the bathrooms being cleaned and all trash removed to outside dumpster. All of the Deposit will be kept if the Lease agreement, rules and regulations are broken for any reason.

III: RELEASE OF SPACE

3.1 Should Lessee release all or any portion of the leased premises described herein prior to the commencement date, Lessee will forfeit all payment made on the released space. Lessee understands and agrees that City is under no duty or obligation to refund payment or re-rent the leased premises for the account of Lessee.

IV: USE OF LICENSED PROPERTY AND EQUIPMENT

4.1 Leased premises and equipment shall be used for the purpose of its intended use and for no other purpose without the written consent of the City. The City reserves the right to review the intended use of the leased premises. The Lessee may not use the leased premises for any purpose other than that specifically agreed to by the City. The intended use of the premises must be deemed by the City to be in the best interest of the City.

4.2 **PERSONNEL AND SERVICES.** Lessee shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the Liberty Center including, but not limited to, ticket sellers, ticket takers, ushers, registration personnel, security guards, paramedics, sound system technicians, and any other personnel necessary for the handling of freight, decorations, scenery, or other property of Lessee. Lessee agrees that each person employed by Lessee to provide services in the Liberty Center will at all times maintain a neat, clean appearance and conduct himself/herself in a polite and professional manner. Lessee agrees to replace any such employees failing to do so immediately upon notice by the City.

4.3 **CONTROL OF BUILDING.** In furnishing said space and for purpose of building management, City does not relinquish the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of the same, and the Liberty Center Facilities, his deputy, and employees of said building may enter the same, including any or all of the leased premises, at any time and on any occasion for such purposes. **Specifically, anything producing loud and excessive sound/noise including any type of musical device or amplification of music in any way is prohibited in the Liberty Center and outside parking areas. Racing by use of any motorized or battery powered vehicle is prohibited on any city premises.**

4.4 EXHIBITS. In the event that the above stated area is not vacated by the Lessee on the date above named, the City is hereby authorized to remove from said area and to store at the expense of Lessee, all goods, wares, merchandise, and property of any and all kinds and description which may be occupying that area of said building, and City shall not be liable for any damages or loss to such goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the City is hereby expressly released from any and all claims for damages of whatever kind or nature.

4.5 REMOVAL OF INSTALLATIONS AND PROPERTY OF LESSEE. In the event platforms, staging or other structures are erected by Lessee or any of the exhibitors in any portion of the building, the expense of such erection and removal shall be paid by Lessee, and all damage to said building or furnishings, caused by the erection or removal of such platform, or staging shall be paid by Lessee. All property of Lessee shall be removed from the leased premises at the expiration of the term hereof.

4.6 ALTERATIONS. Lessee will not cause or permit any nails or any other things to be driven into any portion of the Liberty Center, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the leased premises or furnishings or the equipment thereof, nor do, nor permit to be done anything which will damage or change the finish or appearance of the Liberty Center or the furnishings thereof. Tape and other adhesive materials will not be applied to walls or other surfaces of the leased premises without the prior approval of the City. All products or balloons that could rise to the ceiling because of the product's physical properties are prohibited without express written consent. Lessee will pay the costs of repairing any damage which may be done to the leased premises or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of the Lessee's employees or agents or anyone visiting the leased premises upon the invitation of Lessee including the patrons of the attraction or function of Lessee. The City shall determine whether any damage has been done, the amount of the damage, and reasonable cost of repairing it, and whether it is one for which, under the terms of this lease, Lessee is to be held responsible.

4.7 SEATING CAPACITY. In no event shall attendance to a meeting, dinner, concert, entertainment, exhibition or other event be in excess of the designated area capacity as determined by applicable fire and building codes. Maximum Occupancy is 275.

4.8 AISLES AND ALL ACCESS CLEAR. Lessee will permit no chairs, movable seats or other obstructions to be or remain in the entrances, exits or passageways, and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, or ways of access to public utilities of said building shall be obstructed by Lessee or used for any purpose other than for ingress and egress to and from the leased premises. The doors or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways shall not be obstructed by Lessee without prior written approval of the City.

4.9. RESPONSIBILITY FOR DAMAGE. If said leased premises, or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of Lessee, or of Lessee's agent or employees, patrons, guests, or any person admitted to the said leased premises by Lessee, Lessee will pay to the City, upon demand, such sum as shall be necessary to restore said leased premises, to their present condition. Lessee hereby

assumes full responsibility for the character, acts and conduct of all persons admitted to said leased premises, or to any portion of said building with the consent of Lessee's employees or any person acting for and on behalf of the Lessee. Liability of lessee to repair or pay City the cost of repair shall not be limited by any damage or security deposit with the City.

4.10 SECURITY PERSONNEL. Lessee agrees to have on hand at all times sufficient security personnel to maintain order and protect persons and property, the sufficiency of any type of security personnel will be coordinated by the City of Liberty Police Department. The City of Liberty Police Department can be reached at 936-336-5666.

4.11 LESSEE'S REPRESENTATIVE. A representative of Lessee shall remain on the premises during the term hereof and until performers and the public have left the premises.

4.12 RESERVED RIGHTS. City reserves the right to rent and control parking facilities and reserves the sole and exclusive right to sell or serve on, in, or about the leased premises covered by this Lease, any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise or services of any sort, or City may lease all concession rights to any party or parties designated by City, and no food or beverage, samples or otherwise, free or for payment of any variety whatsoever shall be given away, served or distributed by Lessee without the written consent of the City. City likewise reserves the right, through its Employees and representatives, to eject any objectionable person or persons, including Lessee's employees from said building, and upon the exercise of this authority, through its Employees, agents or policemen, Lessee hereby waives any right and all claims for damages against the City or any of its agents, officials or employees.

4.13 TAXES. Lessee shall pay all taxes, if any, on tickets or admissions to the leased premises during the term hereof, and any license fees and taxes lawfully levied against it during the term hereof.

V: CONCESSION AND CATERING SERVICES

5.1 GRANT. The City grants to lessee the right to select a concessionaire or caterer as may be needed.

5.2 INSPECTION. The City or its authorized agents shall have the right at all reasonable times to enter upon concession stand and other food services areas to inspect such areas, to observe the performance by concessionaire/caterer, to perform maintenance, and clean and make repairs in any case where the concessionaire/caterer is obligated, but has failed to do so.

5.3 STORAGE. The City shall not be responsible for any goods, merchandise or equipment used, maintained or stored at the Liberty Center owned by Lessee, or of Lessee's agent or employees, patrons, guests, or any person admitted to the said leased premises by Lessee. Nor will it be responsible for damage to such goods and merchandise from flood, fire, explosion, vandalism, theft or other causes outside the control of the City.

VI: INSURANCE

6.1 INDEMNIFICATION. Lessee agrees that it will indemnify and save City harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against City on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of Lessee or any of its agents, servants, employees, contractors, patrons, guests, lessees or invitees or of any other person entering upon the leased premises leased hereunder with the express or implied invitation or permission of Lessee, or when and such injury or damage is the result, proximate or remote, of the violation by Lessee or any of its agents, servants, employees, contractors, patrons, guests, lessees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may, in any way, arise from or out of the occupancy or use by the Lessee, its agents, servants employees, contractors, patrons, guests, lessees or invitees of the leased premises leased hereunder. Lessee further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the City from all claims based upon alleged joint and/or concurrent negligence of the City and Lessee arising out of or incident to Lessee's occupancy or use of the premises covered by this agreement. Lessee covenants and agrees that in case City shall be made a party to any litigation commenced by or against Lessee or relating to this Lease or to the leased premises leased hereunder, then Lessee shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon City by virtue of any such litigation.

VII: COPYRIGHT INDEMNIFICATION

7.1 Lessee agrees to assume full responsibility for complying with the Federal Copyright Law of 178 (17 U.S.C. 101, et seq.) and any regulations issued thereunder including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the use for copyrighted works in Lessee's performances or exhibitions to the copyright owner, or representative of said copyright owner, and Lessee agrees to defend, indemnify and hold harmless City, its officers, employees and agents, for any claims, losses, expenses or damages growing out of Lessee's infringement or violation of the Copyright Law and/or Regulations. Lessee shall deliver copies of licenses from copyright owners covering copyrighted material to be performed to the City seven days before the beginning date for this lease as described in Article I.

VIII: LAW OBSERVANCE

8.1 Lessee shall not do, nor suffer to be done, anything on the said leased premises, during the term of this lease in violation of the laws of the United States and the State of Texas, and all the ordinances of the City of Liberty. Further, Lessee shall obey all rules and regulations of the City for the government and management of said building, together with all rules and requirements of the police and fire departments of the City. The Lessee agrees that every employer or agent connected with the purpose of which said building is rented, shall abide by, conform to and comply with all and any such rules, laws or ordinances. If the attention of said Lessee is called to such violation, Lessee will immediately desist from and correct such violations.

IX: ATTORNEY'S FEES

9.1 If the City is required to file suit to collect any amount owed to it under this contract for Lessee's use of the leased premises, City shall be entitled to collect and Lessee agrees to pay all reasonable attorney's fees incurred by City therefore.

X: NON-DISCRIMINATION

10.1 It is understood that the leased premises are owned by the City, and that any discrimination by Lessee, its agents or employees, because of race, color, religion, national origin, sex, or handicapping condition in the use of or admission to the leased premises is prohibited.

10.2 If Lessee's usage of the Liberty Center is for a public function, the Lessee shall not prohibit, dissuade, prevent, or exclude any member of the public based upon or regarding an individual's race, color, religion, sex, age, national origin, or disability. All public notices, advertisements, and announcements of the public function must not indicate that said function is endorsed or sanctioned by the City of Liberty and shall specifically state: "This event is not endorsed or sponsored by the City of Liberty." If Lessee's use or intended use is found to be in violation of this clause, this rental agreement shall be subject to immediate termination by the City of Liberty

If Lessee's usage of the Liberty Center is for a private function, the Lessee shall not advertise, promote, announce or open the event to the public, in any manner. If such event is determined to be open to the public, the Lessee must abide by the rules regarding a public function.

XI: PERFORMANCE QUALITY

11.1 Lessee hereby agrees that no activity, performance, exhibition, or entertainment shall be given or held or take place in the leased premises herein described which is potentially dangerous to the public or which is illegal, indecent, obscene, or immoral, and should any exhibition or performance or any part thereof be deemed by the City to be dangerous or illegal, or indecent, obscene, lewd, immoral or in any manner offensive to person of ordinary sensibilities, then City shall have the right to demand of Lessee that he immediately delete such portions or the rewrite of have changed the said attractions so that it will not be publicly offensive, and the Lessee agrees immediately upon receipt by it of such notice to make such changes.

XII: LOST ITEMS

12.1 City shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on to leased premises, and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles.

XIII: TERMS USED

13.1 It is understood that whenever this lease authorizes or requires the City to take any action, it may be done by the designated representatives or by other persons designated by the City Manager.

XIV: CANCELLATION

14.1 Violation by Lessee of any covenant, agreement or condition contained herein shall be cause for termination hereof by City, in which case Lessee will forfeit all monies paid. In addition, the City may likewise cancel this lease if the Lessee should, prior to the date of occupancy hereunder violate any covenant, agreement, or condition in any other agreement which the Lessee might have for use of the Liberty Center Facilities or should a court of jurisdiction of Lessee take its assets pursuant to proceedings under the provision of any Federal or State reorganization code or act. Written notice of such cancellation will be given to the Lessee by the City. This agreement may be cancelled by Lessee at any time up to sixty (60) days prior to the occupancy date. It is agreed that in the event that Lessee cancels the lease sixty (60) days or less prior to, or fails to occupy the premises at the time specified, all payment required by this lease will be forfeited.

XV: NO WAIVER

15.1 No waiver by City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same of any other covenant, condition, or stipulation hereof.

XVI: FORCE MAJEURE

16.1 If the (a) Liberty Center or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the leased premises for the purposes and during the periods specified in this lease, or (b) if the use of the leased premises by Lessee shall be prevented by act of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, flood or any other cause beyond the control of the City, then this lease shall terminate. City shall not be liable or responsible to Lessee for any damages caused thereby and Lessee hereby waives any claim against City for Damages by reason of such terminations except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by City to Lessee.

XVII: BROADCAST RIGHTS

17.1 City reserves all rights and privileges for outgoing television broadcasts originating from this facility during the terms of this agreement. Should City grant Lessee such privilege, City has the right to require advance payment of any estimated related costs to City and may also require payment for said privilege in addition to the rental fee. Such permission must be obtained in writing in advance of the broadcast date.

XVIII: SEVERABILITY

18.1 In case any one or more of the provisions contained in the Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIX: NOTICES

19.1 Any notices required or appropriate under this lease shall be given in writing to Lessee at the address shown below, and the Liberty Center, 1829 Sam Houston, Liberty, TX 77575.

XX: NO ASSIGNMENT

20.1 This lease is personal to Lessee. It is nonassignable and any attempt to assign this lease will terminate all rights and privileges herein granted.

XXI: TEXAS LAW TO APPLY

21.1 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Liberty County, Texas.

XXII: ENTIRE AGREEMENT

22.1 This lease contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral and otherwise, regarding the subject matter of this lease, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written or contained in Addendum I & II.

XXIII: AUTHORIZED AGENT

23.1 The signer of this lease for Lessee hereby represents and warrants that he or she has full authority to execute this lease on behalf of Lessee.

Addendum I

Lessee: _____

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Rental Date(s): _____

Room: **LIBERTY CENTER**

Times: _____

Event: _____

Damage Deposit: **\$1000**

Alcohol: _____

Lessee/Authorized Agent _____

Signature

City of Liberty: _____

Signature

ADDENDUM II

- I. Room Rental
1. Liberty Center

\$
2. Kitchen

\$

- II. Additional Time
1. After Midnight

\$

for

½ Hours

\$

- IV. Deposits
1. Damage Deposit
- a. One Time Fee (\$1000)

\$

- V. Total Due
1.

\$
2. Paid Out
- a.

\$

On

For
- b.

\$

On

For
- c.

\$

On

For
- d.

\$

On

For

PAYMENT RECORD

Initial Payment \$ _____

Lessee: _____

Date: _____

Address: _____

Receipt No.: _____

Type: _____

Final Payment \$ _____

Telephone: _____

Receipt No.: _____

Contact: _____

Type: _____

Damage Deposit \$ _____

Date: _____

By: _____

CITY OF LIBERTY

Receipt No.: _____

By: _____

Type: _____