

**Downtown Pavilion or Centennial Bandstand
Rental Contract**

Date of Contract:

This lease is made by and between City of Kingsville, Texas (Lessor) and _____ Lessee upon these terms:

1. FACILITY TO BE USED:

Downtown Pavilion _____
Centennial Bandstand _____

2. PURPOSE: Lessee shall use the Facility for the stated purpose and no other without the written consent of Lessor. Lessee's stated purpose for use of the facility is:

3. RENTAL PERIOD: Lessee shall move in, use and occupy the Facility on these dates and times: Starting: _____ at ____:____.m.
Ending: _____ at ____:____.m.

Rental Period: The facility is available for rent for recreational use from 7am-11pm

4. RENTAL FEE: For the rental of the Facility, Lessee will pay Lessor the sum of \$75.00 per event.

If the rental application is approved, the rental fee is due fourteen (14) days prior to the requested reservation date.

If the rental application is submitted within fourteen (14) days prior to the requested reservation date, then the rental fee and deposit are due at the same time the completed rental application is submitted.

If the rental date is for a Sunday or Monday, then the contract, deposits, and rental fee are all due NO LATER THAN 5:00p.m. On the Friday prior to the rental date.

The rental fee is due in the form of cash, cashier's check or money order made payable to the City of Kingsville, or credit cards.

Neither the rental fee nor the deposit will be refunded if the reservation is cancelled less than 7 days prior to the reservation date.

5. REQUIRED DEPOSIT: Lessee will post a \$35.00 Refundable Cleaning Deposit in cash, check or money order only at the time the rental contract is submitted in order to hold the requested reservation date.

The \$35.00 cleaning deposit will be forfeited if all garbage and trash are not placed in the containers furnished by the City of Kingsville and the Facility and equipment is not left in a clean and neat condition and without damage to property or missing property. The \$35.00 cleaning deposit will also be forfeited if any property is damaged during the event or if any are missing. If the above conditions are satisfied, the \$35.00 cleaning deposit will be processed for payment through the City of Kingsville's Finance Department. A check made payable to Lessee should be received in the mail at the address stated on the rental contract within 30 days following the event. If the cleanup costs and/or damages exceed the amount of the deposit, then Lessee is responsible for the excess costs.

6. RIGHT TO CANCEL: If Lessee misrepresents in any way the kind of Event to be held at the Facility and thereby induced Lessor into entering into this lease, then Lessor shall have the right to cancel this lease without refunding and monies paid hereunder and without liability for any loss or damage to Lessee. Lessor's Agent shall be the sole judge of whether Lessee has made such misrepresentation and, if so, whether Lessee induced Lessor into executing this Lease. Should such cancellation occur, Lessee hereby waives any claim for damages against Lessor and any rights granted under this Lease.

7. RESERVATION REQUEST: If Lessee notifies the person responsible for facility rental at the City of Kingsville that they would like to reserve the Facility, and the notification is by mail or telephone, then the Facility will be temporarily reserved for three days from the date the request is received. A rental application agreement will need to be obtained, completed, and submitted along with the necessary deposits within the three day temporary reservation period, otherwise the reservation will be cancelled. The rental fee is due fourteen (14) days prior to the requested reservation date. If the request to reserve is received less than fourteen (14) days prior to the requested rental date, then the completed contract, deposit, and fees must all be submitted at the same time.

8. INDEMNITY: Lessee must indemnify and hold harmless Lessor and their officers, agents, elected officials, and employees from and against all claims, demands, causes of action, costs and liabilities, in law or in equity, of every kind and nature whatsoever, directly or indirectly resulting from or caused by the Lessee's use and occupation of the Facilities for the Event(s) whether such use is authorized or not, or from any act or omission of Lessee, or of their officers, agents, elected officials, employees, guests, patrons, or invitees. Lessee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against Lessor, their officers, agents, elected officials, and employees, or any such claim, demand or cause of action, and Lessee shall pay and satisfy any judgment or decree which may

be rendered against Lessor, their officers, agents, elected officials, and employees, in any such suit or legal proceedings.

9. CANCELLATION BY LESSEE: If Lessee cancels the Event or fails to occupy the Premises at the time specified, all deposits required by this Lease are forfeited to Lessor.

10. DEFAULT: If Lessee defaults in the payment of the rent at the time specified or if Lessee defaults in any other Lease covenant, this Lease, at the option of the Lessor, will terminate and the relation of the parties will be the same in all respects as if said term had fully expired; and Lessor may reenter the Facility and hold the same, remove all persons therefrom, and resort to any legal proceeding to obtain such possession, and Lessee shall pay the full amount of said rental as herein agreed to be paid.

11. COMPLIANCE WITH LAWS AND REGULATIONS: Lessee must comply with all applicable laws, ordinances, and regulations adopted or established by federal, state, or local governmental agencies, as well as all Facility rules and regulations provided by Lessor, and Lessee will require its agents and employees to do so. Lessee also is responsible for seeing that no activities in violation of federal, state or local laws are permitted in or on the Facilities. Lessee will obtain and pay for all necessary permits and/or licenses. Nothing may be presented, used, or sold that is contrary to law or prohibited by ordinances of the City of Kingsville.

12. PUBLIC SAFETY: Lessee must conduct its activities with regard to public safety, and will heed applicable regulations and requests by governmental agencies responsible for public safety. Lessee must keep unobstructed all portions of the sidewalks, passageways, and all ways of access to public utilities at the Facility. Lessee will not bring onto the Premises anything likely to endanger any person on the Premises, or to constitute a hazard to property thereon without prior approval of Lessor.

13. DEFACEMENT OF FACILITY: Lessee will, upon termination of this lease, surrender the Facility in as good an order and condition as existed at the start, acts of God and ordinary wear and tear, excepted. Lessee shall not injure, mar, or in any manner deface said Facility, and shall not cause or permit anything to be done whereby said Facility or equipment therein is in any manner injured, marred or defaced. Lessee will not drive or permit to be driven, nails, hooks, tacks, or alternations of any kind therein. No bills or signs shall be taped, pasted, nailed or otherwise attached to said Facility without the prior written approval of Lessor's Agent.

14. PAYMENT FOR DAMAGES: Lessee will pay costs of repair or replacement for any and all damages of whatever origin occurring during the term of the Lease in order to restore the Facility to a condition equal to that which existed when the Lease began. Lessor's Agent will give a detailed accounting to Lessee at the end of such restoration.

15. STAFFING: If required for an event, security services must be coordinated through Licensed Peace Officers.

Special Services and Charges

1. All security expenses are the responsibility of the Lessee.
Licensed Peace officers required by Lessor are strictly hired for crowd control and facility security.

A complete plan for security, if required, must be provided to the Tourism Services Director at the time of payment.

16. RIGHT OF INSPECTION/CONTROL OF FACILITY: In leasing space to the Lessee, Lessor does not give up control or the right to enforce all necessary laws, rules and regulations. Duly authorized agents of Lessor may enter the Facility at any time and on any occasion without any restrictions whatsoever.

17. PERSONS VIOLATING THE LAW: If Lessor has good cause to believe that any person at the Facility is in violation of Federal, State or local law, ordinance or City regulation or rental term, then Lessor's Agent may object, or cause to be ejected any such person or persons.

18. COPYRIGHTS: Lessee must assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the Event. Lessee must indemnify, defend and hold harmless Lessor from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

19. LOST ARTICLES: Lessor will not be responsible for any lost articles.

20. CIVIL RIGHTS: Lessee must not discriminate against any employee or any applicant for employment because of race, religion or national origin, and will not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

21. NON-ASSIGNMENT: Lessee shall not assign this lease or allow any use of the Facility other than that herein specified, or let or sublet the same, or allow any article to be brought into or act done at the Facility that increases the premiums on the policy or policies of insurance held by Lessor on its Facility or violates the terms on any such policy.

22. UNAVOIDABLE HAPPENINGS: Should the Facility or any part thereof be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence by or the United States Government or the State of Texas, or any arm or instrumentality thereof, renders the fulfillment of this Lease impossible, then this Lease

terminates. Lessee shall pay rental for the Facility only up to the time of such termination at the rate herein specified, and Lessee hereby waives any claims for damages or compensation should this Lease be so terminated.

23. EVACUATION OF FACILITY: If it becomes necessary, in the Lessor's Agent's judgment, to evacuate the Premises for reasons of public safety, Lessee will retain possession of the Facility for sufficient time to complete presentation of the Event without additional rental charge providing such time does not interfere with another lease. If it is not possible to complete the presentation of the Event, the rental shall be forfeited, prorated or adjusted at the discretion of the Lessor's Agent, based on the situation, and the Lessee hereby waives any claim for damages or compensation from the Lessor.

24. INTERRUPTION OR TERMINATION OF EVENT: Lessor retains the right to interrupt or terminate any Event when, in the sole judgment of Lessor's Agent, such act is necessary in the interest of public safety.

25. SCHEDULING: Unless otherwise specified in writing, Lessor may schedule other similar events both before and after the dates of this lease without notice to Lessee.

26. OTHER CONDITIONS: Any matters not expressly provided for in this Lease will be at the sole discretion of Lessor. Lessee and Lessor stipulate that in entering this Lease they are not in any way partners or joint ventures but are to each other Lessor and Lessee, respectively, and occupy that status only.

All Lessees Must:

- 1. Meet with the Downtown Manager to coordinate the schedule and needs of the event in advance.**
- 2. Make sure that minors are supervised at all times of the event by a parent, guardian, or other responsible adult.**

All Lessees MUST NOT:

- 1. Permit any illegal substances, weapons or illegal activities on the premises.**

All food and/or beverage vendors are required to have proper licenses and permits from City of Kingsville Health Department.

All vendors are required to collect and pay the proper Sales taxes to the State, City and County.

No open flames are allowed inside the Facility or the surrounding grounds.

Lessees are responsible for insuring safe loading and unloading of equipment and vendors equipment into and out of the Facility. Lessees are responsible for insuring that all persons or groups associated with this event use proper equipment needed for any task or set up they undertake. For instance – chairs are NOT to be used as ladders.

Lessees are responsible for making sure that electrical cords are used in a safe manner free from overloading power outlets and causing trip hazards.

By signature below Lessee understand and agrees to all requirements and rules detailed herein.

This Lease shall bind the parties and their respective heirs, executors, successors, administrators and assigns.

This lease must be signed in duplicate and returned to Lessor within the time periods stated herein above, along with all rental fees and deposits, or it may be considered null and void.

SIGNED IN DUPLICATE ORIGINALS on the date shown on page one of this Lease.

City of Kingsville, Texas,

BY _____
Downtown Manager, as agent for City of Kingsville
LESSOR

BY _____
Printed Name and Title _____
On behalf of _____
LESSEE

Address: _____
Phone: _____
Fax: _____
Email: _____