

2.3 Date, Set-up and Event Time

Event Date: _____
Setp-up: ____:____ AM/PM to ____:____ AM/PM (Total hours: ____@\$____/hr security= \$ _____)
Event: ____:____ AM/PM to ____:____ AM/PM (Total hours): ____ @\$____/hr security=\$ _____
*Note: All events must cease at 12 midnight and premises vacated. Failure to do so may result in additional charges or forfeit of your deposit.

2.4 Security/Damage Deposit

LESSEE shall pay the *City a Security/Damage Deposit*, in the amount of \$_____ when this *Lease Agreement* is submitted, to confirm the reservation of the rental space/s. Checks should be made payable to the *City of Leon Valley*. Make sure the name of the hosting individual/ group/organization is noted on the check.

If the terms in this lease agreement are upheld, the facility has been inspected and *City* staff has determined that there are no damages, damage may include but is not limited to the facility and equipment, the *Security/Damage Deposit* shall be refunded to the person named in **Section 19, Authorized Agent** under "Refund Check Issued to." The refund check and invoice will be postmarked typically no later than thirty (30) business days from the last day of the rented period.

2.5 Multipurpose Space

LESSEE is aware that the complex and each building are multi-use facilities where several events may be scheduled concurrently and parking may be limited due to the other events.

2.6 Additional Hours Charge

Number of total hours in excess of the hour duration: ____/hours
Number of total hours outside of the normal operating hours: ____/hours
Price of <i>Additional hours</i> per hour: \$____.____/hour
Total cost of additional hours: \$____.____

2.7 Payment Agreement

LESSEE further agrees to pay to the *City* on demand any and all sums, which may be due to the *City* for all required fees listed in this *Lease Agreement*, amenities/services listed in attachments, and special accommodations or materials as may be requested by LESSEE and approved by the *City*. All dues must be paid by a check, cash, money order or cashier's check. Credit cards (only Visa and Master Card) are accepted only at our City Hall location.

2.8 Subtotal of Required Fees

These required fees listed below do not include additional amenity/services charges listed in the attachments. The full payment of the Required Fees Total is due no later than sixty (60) days before the Commencement Date of the event.

<u>REQUIRED FEES</u>	
Damage deposit =	\$ _____
Rental/s charges total =	\$ _____
Security personnel=	\$ _____
Clean-up =	\$ _____
Required Fees Subtotal=	\$ _____

Exhibitor's Rental Charge			
Item	Cost	Amount	Total Due
Tables & Chairs	INCL.		0.00
Podium w/mic	30.00		0.00
Projector screen	\$125.00 \$ 25.00		0.00 0.00
Total			

3. Agenda & Purpose of Event

3.1 Non-Discrimination

It is understood that the leased premises are owned by the *City* and that any discrimination by LESSEE or his/her agents or employees, because of ethnicity, color, religion, national origin, gender, handicapping condition or any other personal trait that does not endanger other guests at the event is strictly prohibited. Admission into the event must not be determined by any discriminatory judgment.

3.2 Performance Quality

LESSEE agrees that no activity, performance, exhibition, presentation, or entertainment that is potentially dangerous to the public or which is illegal, indecent, or obscene will occur at the *Leon Valley Conference and Community Centers*.

3.3 Sales & Taxes

All retail sales, including entrance fees, tickets, and any other sales conducted at the *Community Center and Conference Center* must be requested as a Special Request. **The vendors requested by LESSEE and authorized by the *City* must possess the approved license to conduct sales. A special request for sales must be submitted sixty (60) days before the event, including the business name of vendor, contact name, vendor's Tax ID number, product sales list, business address, phone number, and copy of retail license. This information will be used to verify the collection of sales tax.**

LESSEE must pay all taxes, of any sales conducted on property, including but not limited to tickets, admissions, foods, refreshments, and other items/services, during the *Term of the Lease* listed on **Section 2.3**, and any license fees and taxes lawfully levied against it during the *Term of the Lease*.

3.4 Subletting

LESSEE shall not assign, sublet or pledge this lease or any part thereof, nor make alterations to the premises without *City's* written consent.

3.5 Cancellation Policy

LESSEE can recover fifty percent (50%) of the initial *Security/Damage Deposit* if the event is cancelled no later than ninety (90) days prior to the Commencement Date. If a letter of cancellation is not postmarked or submitted to staff before this date, the LESSEE will forfeit one hundred percent (100%) of the *Security/Damage Deposit*.

3.7 Lessee's Responsibility

LESSEE assures the *City* that the descriptions of the event in **Section 3.8**, documented below, correctly depict the title, schedule of activities, and the purpose of the event. 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*.

3.8 Purpose & Agenda

Provide a general description of the agenda of the event/s below:

<u>Purpose/type of Event</u>
Purpose of Event: _____

4. Fundamental Agreements & Understandings

4.1 Headings

The paragraph headings contained herein are for convenience in reference and are not intended to define, extend or limit any provisions of this *Lease Agreement*.

4.2 False Alarms

There are no refunds for the time that an event is interrupted by an alarm or evacuation of the premises.

4.3 Lessor's Right of Entry

The *City of Leon Valley* does not relinquish the right for *City* staff to enter and inspect the leased premises at anytime and does not relinquish the right to control the management and operation of the rental facilities. **The *City* retains the right to control the enforcement of all necessary and proper rules of the rental facilities, reserving the right to interrupt or cancel an event that has not fulfilled the *Lease Agreement*.** There is no refund for a city cancelled event.

4.4 Alcoholic Beverages Policy

Check the box below that appropriately matches the LESSEE's plans for serving alcohol:

- No alcohol served at the event
- Alcohol Sales
- Private/Family event: Serving alcoholic beverages to friends and family at no charge.
- Any event classification: Contracting a licensed agency/individual to serve alcohol.

If the LESSEE sells alcohol or contracts a vendor to sell alcohol, LESSEE must submit a copy of their caterer's TABC liquor license.

No alcohol may be served during the preparation and decorating of the event. If the LESSEE is allowing individuals under the age of twenty-one (21) years of age to attend the event, the LESSEE is required to appoint adults over the age of twenty-five (25) to monitor the distribution of alcohol to avoid underage drinking. If the security officers determine that there is under-age drinking at an event they will cite the minors, close down the event, and the LESSEE will lose the deposit.

4.5 Aisles and Entries

LESSEE will keep all entrances, exits, stairways, doorways, corridors & passageways clear at all times.

4.6 Food Policy

Check the box below that appropriately matches the LESSEE's plans for serving food:

- No food served at the event.
- Food Sales
- All events: contracting a caterer/catering agency with a Food License to serve/deliver meals.
- All events: redistributing prepared food by a licensed food vendor.
- All events: directly providing food/snacks without food license.

If the LESSEE plans to sell food or contract a catering agency to sell food, a temporary food license must also be obtained from the Community Development Department.

4.7 Alterations/Decorations

LESSEE will not cause or permit any changes, alterations, repairs, painting or staining of any part of the leased premises, furnishings or equipment. All equipment, stage and Christmas decorations remain in centers unless prior arrangements have been made with staff.

- No products such as helium balloons that could rise to the ceiling.
- Helium arches secured to the ground are permitted if contained in arches
- No application of damaging adhesive materials to walls or other surfaces of the leased premises without the prior approval of the *City*.
- Do not scotch tape, tack, staple, nail or attach to wall surfaces in any manner that would damage walls or floors.
- Remove all decorations at the end of the event. The *City* does not provide a ladder or any tools.
- No candles permitted in the rental facilities without approval from the Leon Valley Fire Marshal. **Note: there is a \$50.00 fee for candle use permits.**

4.8 Seating Capacity

In no circumstance, shall any event held at either center or other shall be in excess of the designated area capacity as determined by the Fire Chief. Estimated Amount of Guests for this function: _____ guests.

4.9 Lost Items

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 the leased premises, and the LESSEE or any person in the LESSEE's employ shall not interfere with the collection or custody of such articles. LESSEE acts as the representative of all guests and reserves the right to discuss with the *City* about the status of any lost items. All items are turned into the Leon Valley Police Department.

5. Removal of Lessee's Property

In the event that the LESSEE's property has not been removed by the *Termination Time & Date* approved by the *City*, the *City* is hereby authorized to remove and store/discard all property at the expense of the LESSEE. The *City* will not be liable for any damages or loss to such goods, wares, merchandise or other property, which may be sustained. The *City* is entitled to charge an hourly rate for the amount of time that the property is under the *City's* possession.

6. Damages and Repairs

LESSEE is responsible for physical damages and repairs. LESSEE agrees to take reasonable care of the premises or any portion of the rental space/s. All equipment is the property of the *City* and it is strictly prohibited to assemble, disassemble, move, operate or rearrange any fixture or equipment (except tables and chairs and authorized amenities).

7. Attorney's Fee

If the *City* is required to file suit to collect any amount owed it under the contract or to enforce and defend the contract, and prevails in litigation, *City* shall seek to collect the amount owed and litigation costs, including reasonable attorneys fees, which both parties agree are at least ten percent (10%) of the principal amount awarded by the Court.

8. Lessee's Representative

If the LESSEE is completely or partially absent from the event, a designated representative of the LESSEE, must remain on the premises during the *Term of the Lease* detailed on **Section 2.3**. The *LESSEE's Representative* is responsible for enforcing the *Lease Agreement* and is the on-site contact for communicating with the *City* on the LESSEE's behalf. The *Lessee's Representative* is named on **Section 19, Authorized Agent**. Whether present or absent from the event, the LESSEE still remains completely responsible for all agreements in this *Lease Agreement*, *attachments* and official notices.

9. No Waiver

No waiver by the *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 same of any other covenant, condition or stipulation hereof.

10. Rules and Regulations

- 1. No smoking inside either building, smoking is permitted outside.
- 2. All accidents must be reported to the local police. Emergency- 911, Non-Emergency- 684-3215.
- 3. LESSEE shall be responsible for informing their guests that children must be supervised at all times.
- 4. **THE PUBLIC IS NOT ALLOWED IN BUILDING EXCEPT DURING POSTED OPEN TIMES.**
- 5. No pets will be allowed in the buildings without authorization of *City*.
- 6. The *City* reserves the right to regulate the posting of signs on the premises.
- 7. **NO CONFETTI IS ALLOWED AS TABLE DECORATION.**
- 8. Stage is for performing/speakers/ presentations only. **The stage will not be removed except by pre-arrangement with staff and there will be an additional \$50.00 charge.**
- 9. The roll-up industrial door is not accessible for renters.
- 10. Only the main entrance is for guests to enter the building, but additional entry is open for fire safety.
- 11. Sawdust or any other substances applied to the floor are prohibited.
- 12. It is prohibited to drive any vehicles on the facilities patios, entrances or inside the buildings.
- 13. **NO SMOKE/FOGGING MACHINES ALLOWED PER LEON VALLEY FIRE MARSHAL (SETS OFF ALARMS)**
- 14. **No red punch is allowed.**
- 15. **No decorative ceiling lights due to close proximity to fire sprinklers**

11. Penalty Fees

Late Event Date Change Fee - If the Lessee requests an event date change more than thirty (30) days before the event, there is no cost. If the renter requests a change of date between 15-29 days before the event, there is a \$100.00 charge. If the renter requests an event date change 1-14 days before the event, there is a \$150.00 charge.

Late Exit Fee – A fee of one hundred dollars (\$100.00) will be charged to renters that fail to exit the facility at the time agreed in the lease agreement.

12. Insurance

The City encourages that the LESSEE purchase general liability coverage for the event, naming City as an insured. Lessee will indemnify, provide the defense for such indemnification, and hold the City harmless from all cost arising out of any and all claims, suits, causes of action, and liability resulting from any damages or injuries to any person(s) and any damage and/ or injury resulting from the presentation of any copyrighted work or material or violation of any other proprietary rights, any of which arise in conjunction with or are occasioned by LESSEE’s use of the center or premises.

If the LESSEE serves, sells, arranges or provides for the serving or sale of food or alcohol, then LESSEE, representing all the event guests and participants, accepts full liability and holds the City harmless from any and all liabilities, including but not limited to litigation brought due to the sale or donation, as well as damages arising from consumption, of such food or alcohol.

13. Force Majeure

If the (a) Leon Valley Community & Conference Centers 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 Agreement*, or (b) if the use of the leased premises by the LESSEE shall be prevented by a natural disaster, strike, lockout, material or labor restrictions by any government authority, civil riot, flood or any other cause beyond the control of the *City*, then this *Lease Agreement* shall terminate. *City* shall not be liable or responsible to LESSEE for any damages caused thereby and LESSEE hereby waives any claim against the *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.

14. Severability

In case of one (1) or more of the provisions contained in this *Lease Agreement* 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 Agreement* shall be considered as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Notices

All requested changes to this *Lease Agreement*, attachments, or plans in coordination must be in writing. Any notices required or appropriate under this *Lease Agreement* shall be given in writing to LESSEE at this address: Community Center Manager, *City of Leon Valley* 6400 El Verde Road, Leon Valley, Texas, 78238-2399.

16. No Assignment

This *Lease Agreement* is personal to LESSEE. It cannot be assigned and any attempt to assign this *Lease Agreement* will terminate all rights and privileges herein granted.

17. Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas, all obligations of the parties created herein are performable in Bexar County, Texas, and venue for litigation hereunder lies exclusively in Bexar County, Texas.

18. Entire Agreement

This *Lease Agreement* contains the final and entire agreement between the parties hereto, all of the terms and conditions agreed upon, and supercedes all other agreements, oral or otherwise, regarding the subject matter of this *Lease Agreement*, none of which shall hereafter bind the parties hereto. It is the intent of the parties that neither shall be bound by any term, condition or representation not herein written in this Lease Agreement or contained in attachment.

19. Authorized Agent

The signer of this *Lease Agreement* for LESSEE hereby represents and warrants that he or she has full authority to execute this *Lease Agreement* on behalf of LESSEE.

In witness whereof, we have affixed our signature, this is the _____ Day of _____, 2013_____.		
Day	Month	Year
LESSEE: X _____ X _____		
<i>Printed Name of Lessee</i>	<i>Signature of Lessee</i>	
If you are an ORGANIZATION : _____ of _____		
<i>Job Title / Role of LESSEE</i>	<i>Organization / Affiliation</i>	
STAFF SIGNATURE : _____	TITLE: _____	Date: _____

20. Contact and Refund Information

<p>Security/Damage Deposit Mail Refund Check to: _____ <i>Name (please print)</i></p> <p>_____</p> <p><i>Address</i></p> <p>_____</p> <p><i>city/state/zip code</i></p> <p>Phone () _____ Cell () _____ Fax () _____ - _____</p>

21. Corporate/Tax Exempt Information

Corporate Sponsored Events ONLY		
Corporation: _____, Incorporated.		
<i>Name of Corporation (leave blank if not sponsored by a Corporation)</i>		
TAX ID Status _____	TAX ID # _____	Year of Incorporation _____
Corporate Address: _____		
Phone: () _____ - _____	FAX: () _____ - _____	

Approved by LESSEE _____

Approved by City _____ / /