



Ernesto J. Salinas Community Center  
 917 North Main Ave.,  
 P.O. Box 220  
 Mirando City, Texas 78369

Telephone (361) 586-4569  
 Fax # (361) 586-5060

ERNESTO J. SALINAS COMMUNITY CENTER CONTRACT  
 Rental Fees, Rules & Regulations

NAME Blattner Energy

PHONE # 320-356-7351

ADDRESS 392 County Road Avon, MN

EVENT DATE 5/20/15 - 06/24/15  
EXCEPT 5/20/15 ✓  
5/25/15

I have received and reviewed the Rental Fees, Rules, and Regulations for the use of the Ernesto J. Salinas Community Center and/or rental of tables and chairs. I hereby acknowledge and understand them completely and will abide by them. I understand Rental fees are not refundable and will only receive my initial deposit if the Center is cleaned and/or tables and chairs are returned in the same condition they were received.

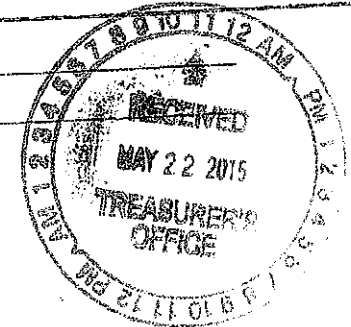
SIGNATURE [Signature]

DATE 5-20-15

FEES SUMMARY		RECEIPTS	
DEPOSIT FEE	\$ 50.00	Date Received	<u>5-20-2015</u>
		<input type="checkbox"/> Cash	<input type="checkbox"/> Check # <u>28024</u>
RENTAL FEE	\$ 15.00 X <u>96</u> = <u>1,440</u> (# of hours)	Date Received	<u>5-20-2015</u>
		<input type="checkbox"/> Cash	<input type="checkbox"/> Check # <u>28024</u>
CHAIR RENTAL FEE	\$ 0.25 X _____ = _____ (# of chairs)	Date Received	_____
		<input type="checkbox"/> Cash	<input type="checkbox"/> Check # _____
TABLE RENTAL FEE	\$ 5.00 X _____ = _____ (# of tables)	Date Received	_____
		<input type="checkbox"/> Cash	<input type="checkbox"/> Check # _____
Total Received		<u>\$ 1,500</u>	
Returned Deposit (if applicable)		\$ _____	
Total Deposited		<u>\$ 1,510</u>	
Deposit returned to:	_____	Date Received	_____
		<input type="checkbox"/> Cash	<input type="checkbox"/> Check # _____

Prepared By Yiselda Johven  
 Date Prepared 5-20-2015

Approved By: \_\_\_\_\_  
 Date Approved: \_\_\_\_\_





EJ Salinas Community Center Contract  
Rental Fees, Rules & Regulations

Fees:

All fees are due upon reserving the Center and/or rental of Tables and Chairs. NO EXCEPTIONS.

Fees include Deposit fee of \$50.00 plus \$15.00 hourly rental.

- Chair Rental Fee is .25 per chair
- Table Rental Fee is \$5.00 per table

Rules & Regulations:

1. This Center is a Non-Smoking Facility.
2. Back doors must be closed at all times for security purposes.
3. For evening events (after 6:00 pm) and/or when alcohol will be served at the center, the Lessee (renter) must provide two (2) security officers.
4. Alcoholic beverages are to be served from the kitchen are only and NO glass containers will be allowed.
5. Any damages to the center during the event will be the responsibility of the person renting the center. You will be billed the damages.
6. Community Center keys will be kept by the community center staff only. Staff will open and close the center upon request; once opened, the center cannot be left unattended.
7. Decorations may be set up from 1:00pm until 9:00pm the day prior to the event. If you wish to extend the decoration hours, a fee of \$15/per hour will be applied.
8. No decorations will be allowed on the walls.
9. Miscellaneous Rentals:
  - a. All Trash must be removed from the center, kitchen and bathrooms and placed in the large cans outside the center after the event is over.
  - b. All areas must be swept and mopped.
  - c. Persons renting the center are responsible to leave the kitchen area clean, including stove top and counter areas.
  - d. Tables & Chairs must be wiped clean and returned to the appropriate area.
  - e. At time of rental contract signing, the renter must indicate if they wish to clean the center themselves, or forfeit the \$50 deposit as a cleaning fee.

I *[Signature]* acknowledge that these rules were reviewed with me.  
 I DO or DO NOT wish to be responsible for the cleaning of the community center.

Date: 5-20-15



LEASE - BUSINESS

THIS LEASE is made between Ernesto J. Salinas Community Center, hereafter called "Lessor," whose address for purposes of notice under this lease is 917 North Maine Avenue, P.O. Box 220 Mirando City, Tx. 98369, and Blattner Energy hereafter called "Lessee," whose address for purposes of notice under this lease is [\*392 County Rd. Avon, MN]

The parties agree as follows:

1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial space: Ernesto J. Salinas Community Center

2. TERMS OF LEASE. The term of the lease is as follows:

The term of this lease shall be a period of [\*4 hrs <sup>per day</sup>] hours, commencing on 5/20/2015 and ending at midnight on 10/24/2015 Except 5/22/15 + 5/25/15 (24 business days).

3. RENTAL.

a. Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate, the minimum rent of \$[\*1,500\*] by certified or cashier's check or money order. (There will be no cash or personal checks accepted.)

4. SECURITY DEPOSIT. Concurrent with the execution of this lease, Lessee has deposited with Lessor the sum of \$50.00, the receipt of which is acknowledged by Lessor. This sum shall be retained by Lessor as security for performance under the lease. If at any time Lessee defaults in any provision of this lease, Lessor will have the right to use the deposit or as much of it as may be necessary to pay any rent in default, any expense incurred by Lessor in curing any default by Lessee, or any damages incurred by Lessor by reason of Lessee's default. Lessor, however, may retain the deposit at its option in liquidation of the damages it suffers by

reason of Lessee's default. If the deposit is not used for any such purpose, it shall be refunded to Lessee on the expiration of this lease. Lessee will not be entitled to interest on the security deposit.

5. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

a. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

b. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

c. In case of damage to glass in the leased premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

d. To permit Lessor to enter, inspect, at all times.

6. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

7. TEXAS LAW. This lease will be governed by the laws of the state of Texas, as to both interpretations and performance.

8. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

9. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

10. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement

on. May 20, 2015

Signed, sealed, and delivered in our presence as

WITNESSES:

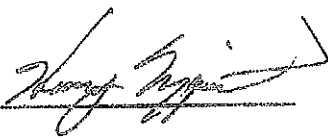
Suzanne Pera  
Name

Address

Ginelda Johnson  
Lessor  
Wendy Pappas  
Lessee

**Personal Property:**

I understand that any items that Lessee brings to the E.J Salinas Community Center (computers, cell phones, laptops, speakers, other personal electronics, etc.) are the responsibility of the Lessee and the E.J Salinas Community Center nor Webb County is in no way responsible for lost, missing, stolen or damaged items.

Lessee 

Date 5-20-15

BLATTNER ENERGY INC.  
392 County Road 50  
Avon, MN 56310-8684

28024

May 20 20 15

11-24(1210)

PAY TO THE ORDER OF Webb County TX

One thousand five hundred and 00/100 \$ 1500. 00/100

WELLS FARGO BANK  
420 Montgomery Street  
San Francisco, CA 94104

DOLLARS  SECURITY FEATURES  
SEE REVERSE  
OF THIS CHECK

FOR Rental of Community Center

*Pat Brawell*

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