

Item # 15
7-13-15

DAY/EVENT TEMPORARY LEASE AGREEMENT

THIS LEASE is made by and between Webb County Ernesto J. Salinas Community Center, acting by and through _____, as the director of the _____ 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 _____ hereafter called "Lessee," whose address for purposes of notice under this lease is _____.

The parties agree as follows with all rental fees, rules, and regulations as set for in Exhibits A and B and 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: _____ Community Center located at _____.

2. **TERMS OF LEASE:** The term of this lease shall be a period of _____ hours, commencing on _____ o'clock __. M., and ending at midnight on _____ o'clock __. M.

3. **RENTAL:** 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~~ daily rental fees as set forth in Exhibit A and B of \$ _____ by certified or cashier's check or money order made payable to the **Webb County Treasurer**. **No cash or personal checks will be accepted.**

4. **SECURITY DEPOSIT:** Concurrent with the execution of this lease, Lessee has deposited with Lessor the sum of \$ _____, 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.

Lessor shall also have the right to retain and use the deposit in the event the center is damaged or left in an unclean state. Use of the deposit may be in addition to any other legal remedies Lessor may have should the center be damaged. 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.~~ **COMPLIANCE WITH LAWS:** Lessee agrees that it will fully comply with all applicable laws, regulations and ordinances of all relevant authorities, including but not limited to those pertaining to health and safety, and shall obtain any and all licenses, registrations or other approvals if any be required. Lessee agrees to comply at all times with all federal, state, county and city rules, regulations, ordinances and laws, and Lessee shall not permit the Premises or any part thereof to be used for (a) any offensive, noisy, or dangerous activity that would pose a health or safety risk; (b) the creation or maintenance of a public nuisance, (c) anything which is against public regulations or rules of any public authority at any time applicable to the Leased Premises; or (d) any purpose or any manner which will obstruct, interfere with, or infringe on the rights of other tenants or adjoining properties. Any costs or incurred by the lessee, lessee's employees, invitees, and/or guests for failing to comply with any applicable laws, regulations, or ordinances while upon the premises shall be the sole responsibility of the Lessee and Lessor and the premises shall be held harmless.

- 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 of 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 copy 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.~~ INDEMNITY: LESSEE SHALL DEFEND, INDEMNIFY, AND HOLD LESSOR AND LEASED PREMISES HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST, OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), ARISING FROM ANY CLAIM OR CAUSE OF ACTION FOR ANY LOSS, DAMAGE, OR INJURY CAUSED BY OR ARISING FROM THE USE OF THE LEASED PREMISES INCLUDING, BUT NOT LIMITED TO, THE CONDUCT OF LESSEE, LESSEE'S EMPLOYEES, INVITEES, AND/OR GUESTS AND/OR ANY ACTS PERFORMED BY LESSEE, LESSEE'S EMPLOYEES, INVITEES, AND/OR GUESTS UNDER THIS CONTRACT AND THAT RESULT FROM ANY ACT, NEGLIGENT OR OTHERWISE, ERROR OR OMISSION OF THE LESSEE, LESSEE'S EMPLOYEES, INVITEES, AND/OR GUESTS. IN CASE OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, COVENANTS TO DEFEND ANY SUCH ACTION OR PROCEEDING. THE LESSEE SHALL ALSO SAVE AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY AND ALL EXPENSES, COURT COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, THAT MIGHT BE INCURRED, IN LITIGATION OR OTHERWISE DEFENDING OR PROSECUTING CLAIMS

- 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.~~ In the event of damage to the leased premises, Lessee hereby agrees to repair and replace any and all damaged property, including, but not limited to, glass, sheetrock, paint, doors, appliances, toilets, sinks, light fixtures, and furniture, with the same size,

kind, and quality of glass, furniture, appliances, materials and/or supplies at Lessee's sole expense.

- d. Lessee agrees to provide at Lessee's sole expense two (2) security officers for any events occurring after 6:00 o'clock p.m.
- e. Lessee agrees that NO ALCOHOLIC BEVERAGES shall be served at any time upon the leased premises.
- f. Lessee agrees to maintain the premises as a non-smoking facility. Any costs incurred to remove smoke from the building in violation of this Agreement shall be borne by the Lessee.
- g. Lessee agrees and acknowledges that firearms are strictly prohibited upon the leased premises regardless of any person's license to carry a concealed weapon.
- h. Lessee agrees to permit Lessor to enter and inspect the premises at all times relevant to this agreement.

6. **ADDRESSES FOR PAYMENTS AND NOTICES:** Rent payments and notices to Lessor shall be mailed or delivered by hand to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing. Lessee shall be provided any notices by mail or hand delivery at the address set for on the first page of this lease.

7. ~~TEXAS LAW. This lease will be governed by the Laws of the State of Texas, as to both interpretation and performance.~~ **GOVERNING LAW:** This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties agree venue lies exclusively in Webb County.

8. **SEVERABILITY:** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of

this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

9. **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. This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between either Parties. Any modifications to this Agreement must be in writing signed by both Parties and made a part of this lease by direct reference.~~

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

11. **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 _____.

LESSOR

DATE

LESSEE

DATE

EXHIBIT B

COMMUNITY CENTER LEASE
RENTAL FEES, RULES & REGULATIONS

NAME: _____

PHONE # _____

ADDRESS: _____

EVENT DATE _____

I have received and reviewed the Rental Fees, Rules, and Regulations for the use of the _____ 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 _____

DATE _____

FEES SUMMARY		RECEIPTS	
DEPOSIT FEE	\$ 50.00	DATE RECEIVED _____	Check # _____
RENTAL FEE	\$15.00 X _____ = \$ _____ (# of hours)	DATE RECEIVED _____	Check # _____
CHAIR RENTAL FEE	\$ 0.25 X _____ = \$ _____ (# of chairs)	DATE RECEIVED _____	Check # _____
TABLE RENTAL FEE	\$ 5.00 X _____ = \$ _____ (# of tables)	DATE RECEIVED _____	Check # _____
	Total Received = \$ _____		
	Returned deposit (if applicable) = \$ _____		
	Total Deposited = \$ _____		
Deposit returned to: _____		DATE RECEIVED _____	Check # _____

Prepared By : _____

Approved By _____

Date Prepared _____

Date Approved _____

EXHIBIT A

COMMUNITY CENTER LEASE
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 and Regulations:

1. This Center is a Non-Smoking Facility
2. Alcohol is strictly prohibited. No alcoholic beverages may be served on any part or portion of the premises.
3. Back doors must be closed at all times for security purposes.
4. For evening events (after 6:00 p.m.) and/or when alcohol will be served at the center, any events that occur after 6 o'clock p.m., the Lessee (renter) must provide two (2) security officers.
5. Alcoholic beverages are to be served from the kitchen are only and NO glass containers will be allowed on the premises during the lease period.
6. Any damages to the center during the event will be the responsibility of the person renting the center. You will be billed the damages.
7. 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.
8. Decorations may be set up from 1:00 p.m. until 9:00 p.m. the day for three (3) hours prior to the event. If you wish to extend the decoration hours AND the facility is available, a fee of \$15/per hour will be applied.
9. No decorations will be allowed on the walls.
10. **Miscellaneous Rentals Provisions:**
 - 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 **DO** or **DO NOT** wish to be responsible for the cleaning of the community center. _____ (initials)

I, _____, acknowledge that these rules were reviewed with me and agree to comply with any and all rules and regulations.

LESSEE

DATE