

DAY/EVENT TEMPORARY LEASE AGREEMENT

THIS LEASE is made by and between Webb County, acting by and through _____, as the director of the _____ Community Center, hereafter called "Lessor," whose address for purposes of notice under this lease is _____ 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 Exhibit A 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 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. **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. **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 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) licensed and bonded security officers or commissioned peace officers for any events where alcoholic beverages are to be served or consumed on the premises.
- e. Lessee agrees that, if alcoholic beverages are to be served or consumed on the premises, Lessee shall purchase at Lessee's sole expense a Tenant Users Liability Insurance Policy (T.U.L.I.P.) AND a supplemental policy that will cover any damages or injuries arising from the use and/or consumption of alcohol during the lease period. Lessee agrees to purchase and provide such insurance coverage to cover any claims for loss, damages, and/or injuries arising from Lessee's use of the property. **LESSEE AGREES AND UNDERSTANDS THAT ALCOHOLIC BEVERAGES SHALL NOT BE SOLD AT ANY EVENT HELD AT THE COMMUNITY CENTER.**
- f. If Lessee is required to provide security officers and purchase a Tenant User's Liability Insurance Policy (T.U.L.I.P.), Lessee agrees to furnish a copy of a valid

contract with an insurer AND a valid contract with a licensed and bonded security company **seventy-two (72) hours** in advance of taking control of the premises pursuant to this Agreement. **FAILURE TO PROVIDE THESE COPIES WILL RESULT IN THIS AGREEMENT BEING VOIDABLE BY WEBB COUNTY AND CANCELLED.**

- g. Any event held at the community center shall not be for any type of "for profit" event.
- h. 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.
- i. Lessee agrees and acknowledges that firearms are strictly prohibited upon the leased premises regardless of any person's license to carry a concealed weapon.
- j. 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. **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 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

WEBB COUNTY COMMISSIONER, PRECINCT ____ DATE

HONORABLE TANO E. TIJERINA DATE
WEBB COUNTY JUDGE

MARCO MONTEMAYOR DATE
WEBB COUNTY ATTORNEY

EXHIBIT A

COMMUNITY CENTER
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 \$ _____ plus \$ _____ hourly rental.

- Chair Rental Fee is \$ _____ per chair
- Table Rental Fee is \$ _____ per table

Rules and Regulations:

1. This Center is a Non-Smoking Facility
2. Back doors must be closed at all times for security purposes.
3. For events where alcohol will be served or consumed at the center, the Lessee (renter) must provide two (2) licensed and bonded security officers or commissioned law enforcement officers.
4. For events where alcohol will be served or consumed at the center, the Lessee (renter) shall purchase a Tenant User Liability Insurance Policy (T.U.L.I.P.) AND a supplemental policy to cover claims for loss, damages, and/or injuries arising from Lessee's use of the property.
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 the day before the event subject to availability of center and center personnel. If you wish to extend the decoration hours AND the facility is available, a fee of \$ _____/per hour will be applied.
9. No decorations will be allowed on the walls.
10. **Miscellaneous 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