

CITY OF EDINBURG
RENTAL CONTRACT FOR CITY AUDITORIUM & COURTYARD

STATE OF TEXAS {}

This AGREEMENT made and entered this day between the CITY OF EDINBURG, TEXAS, hereinafter called Lessor and Organization: _____

Name (Authorized signer) _____ Hereinafter called LESSEE. Cell Phone: _____

Address: _____ / Alternate Phone _____
City State Zip Code

WITNESSETH: That for and in consideration of the premises and covenants, agreements and stipulations herein contained are set forth, and the payments to be made as therein provided, the parties hereto agree as follows.

That LESSOR does hereby lease to LESSEE and LESSEE does hereby rent and take the following premises for the period specified, under the following terms and conditions; for _____

DESCRIPTION OF EVENT

Table with columns: FACILITY, BUILDING CAPACITY, LOCATION, DATE, TIME, FROM, TO. Includes rows for Auditorium-Plan, Courtyard, and Promenade Courtyard.

Table with columns: CHARGES, RECEIPT NUMBER, AMOUNT PAID, DATE, BALANCE. Includes rows for Deposit for Damages, Rental Fees, Police, and Other.

All above charges are due and payable by _____, _____, _____. City reserves the right to cancel this Contract if the above charges are not paid in full by their respective due date(s) as established by the City.

It is understood and agreed that this agreement along with the Terms and Conditions constitute the Contract. LESSEE, by the execution of this Contract, acknowledges that he/she has read such Terms and Conditions, and understands their meaning and effect. In addition, all ordinances of the City of Edinburg relating to rental, use, etc. of the building and premises leased are hereby incorporated by reference and made a part hereof for all purposes. LESSEE, by the execution of this Contract, acknowledges its duty to abide by all such ordinances. To receive full refund of initial deposit, cancellation of this contract must be made by _____.

Lessee understands that any temporary checks used as form of payment are completely and strictly prohibited as punishable and dismissible by The City of Edinburg. I understand that The City of Edinburg is under authority to withdraw any and all rental agreements should a temporary check be used as form of rental facilities payment. _____.

Lessee understands that any foods or beverages are strictly prohibited and if in which case these rules are not adhered by, a monetary consequential result will be administered by City of Edinburg. _____.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS AGENTS, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE, LIABILITY, AND EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED OR SUFFERED BY IT, BY REASON OF ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ASSERTED OR THAT MAY BE ASSERTED, AGAINST ANY OR ALL OF THE ABOVE NAMED PARTIES, WHETHER ALLEGING INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS, AND WHETHER SEEKING COMPENSATORY OR PUNITIVE DAMAGES, AND INVOLVING, ARISING OUT OF, OR RELATING TO THIS RENTAL CONTRACT AND ANY OTHER CLAIMS AGAINST ANY STAFF MEMBER OF CITY OF EDINBURG RELATING HERETO. LESSOR MAY REQUIRE LESSEE TO OBTAIN AT ITS OWN EXPENSE LIABILITY INSURANCE. Lessee Initials _____.

IN WITNESS HEREOF, the City Manager or an authorized representative and the LESSEE sign this Contract this _____ day of _____, _____.

LESSEE: _____ LESSOR: City of Edinburg

Received By: _____ City Staff _____

APPROVED BY: Attorney for the City of Edinburg, Texas

INITIAL CONTRACT COMPLETION LIST table with columns for task and date. Tasks include Posted to Facility Calendar, Verified and Approved Posting to Calendar, Contract Sent to Police Department, Contract Sent to Building Maintenance Dept., Damaged Report Received.

() FINANCE () CUSTOMER () LIBRARY () ORIGINAL () POLICE DEPARTMENT () MAINTENANCE

CITY OF EDINBURG – AUDITORIUM RENTAL
TERMS AND CONDITIONS

1. Lessee accepts the facility, its furnishings, fixtures and equipment in their present condition and state of repair and agrees that upon the end of the term for which the facility has been rented it will be vacated and surrendered up to Lessor in the same conditions it is now in. All repairs and replacements required to return the building or grounds and all fixtures, furnishings and equipment to their present condition will be at the expense of Lessee and will be withheld from the deposit for damages. Lessor will be the sole determiner of such damages.
_____ **initial**
2. Lessor reserves the right after termination of the time Lessee has rented facility to remove from the facility all effects remaining therein and to store the same wherever Lessor sees fit, or at its option in the name of Lessee, but at the cost, expense, and sole risk of Lessee, and Lessors shall not be liable in any way to Lessee, by reason of so removing and storing such effects. Deliveries on behalf of the Lessee will be accepted at Lessee's risk and Lessor in no way assumes any responsibility whatsoever for such effects. _____ **initial**
3. The Lessee shall be responsible for the conduct of all persons present at the Auditorium during the term of the Agreement. When use requires, in the sole discretion of the City, supervision, Lessee shall provide, at its expense, uniformed officers or security guards. The number of security personnel required shall be determined by the City. At the City's request, Lessee shall provide written verification of the security provider's current certification or bond. When security personnel are required, they shall be onsite from the start of the event until the end of the event. _____ **initial**
4. The City reserves the right to rent the facility to more than one Lessee on any day, if it is determined that there will be no conflicts of use or time. _____ **initial**
5. Lessee agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed the total fees paid by the Lessor to lease the facility. Lessee agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Contract, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought. _____ **initial**
6. Lessor reserves the right to cancel any activity which does not follow or obey the terms of the Contract, which include these Terms and Conditions. _____ **initial**
7. Lessor shall furnish normal facilities such as light, heat, water, electrical outlets and ordinary cleaning. Any special fixtures shall, however, be provided and paid for by Lessee under supervision and with approval of Lessor. Furnishings and equipment of the facilities shall be available to Lessee providing only that the arrangements for such furnishings and equipment are made with Lessor prior to Lessee's occupancy. Lessor will be responsible for the thorough cleaning after each event. _____ **initial**
8. Lessee shall not install any wire, electrical appliances, plumbing, and fixtures pipes without first securing the written consent of Lessor.
_____ **initial**
9. Lessee shall not bring or permit anyone to bring into leased premises glitter or live animals. _____ **initial**
10. Lessee shall not bring or permit anyone to bring into leased premises or keep anything therein that will increase the fire hazard, or rate of insurance of the premises or any property thereon. _____ **initial**
11. No smoking is allowed within the facility. _____ **initial**
12. In renting the Auditorium, the City does not relinquish the right to manage and control the facility. The City may enforce any reasonable rules and regulations it deems necessary. Any City official or authorized employee may enter any part of the building at any time. _____ **initial**
13. Lessee shall comply with all laws of the United States, the State of Texas, all ordinances of the City of Edinburg, all rules and regulations of the police and fire departments or other municipal authorities of the City of Edinburg and will obtain and pay for all necessary permits and licenses. Lessee shall not do nor permit anything to be done on leased premises in violation of any such laws, ordinances, rules or regulations and upon notification to Lessee of any such violations, Lessee will immediately cease or correct such violations. _____ **initial**
14. It is understood and agreed that the use of said premises for the purpose of selling merchandise, or for the purpose of making sales of any nature except sales of admission tickets is hereby prohibited except with written permission of Lessor. _____ **initial**
15. Lessee does not hereby acquire a right of any of the concession locations upon the leased premises, and the right to operate concessions is hereby reserved to Lessor and its assigns. Lessor reserves the right to open or close the concessions in its sole discretion. _____ **initial**
16. Lessee shall not assign this lease nor allow any use of the leased premises other than herein specified, nor sublet the premises or any part thereof, without the written consent of Lessor. _____ **initial**
17. Lessee shall not, without first securing the written consent of Lessor, permit any nails or other things to be driven into any portion of the facilities, nor any signs to be affixed to the interior or exterior thereof, nor cause or permit any changes, alteration, repairs, printing or staining of any part of the said premises or furnishings or equipment thereof, nor permit anything to be done which will damage or change the appearance of the premises. _____ **initial**
18. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Contract or (ii) in insisting upon the strict performance by Lessor of its covenants, obligations, or agreements under this Contract, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Lessor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission. _____ **initial**
19. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas. In the event of any litigation between the parties, the City shall be entitled to its attorneys' fees, costs, and expenses. _____ **initial**
20. In the event the leased premises or any part thereof shall be destroyed or damaged by fire or any other cause, or any other casualty, strike or other unforeseen occurrence shall render the fulfillment of this lease impossible, then the lease shall terminate and Lessee shall pay rental for the premises only up to the time of such termination, and Lessee hereby waives any claim for damage or compensation should this lease be so terminated. Lessee agrees that Lessor may, with or without cause, terminate this entire agreement at any time prior to the payment by Lessee in full of the agreed rent. If Lessee is not in default of any terms of the Contract at the time of such termination, then any deposit or rental paid by Lessee shall be prorated to date of such termination. Any default by Lessee shall entitle Lessor to terminate this entire agreement and to hold any amount Lessee has paid hereunder as Lessor's liquidated damages. _____ **initial**



**CITY OF EDINBURG – AUDITORIUM RENTAL
AUDITORIUM SALES AND VENDING**

Contract # _____

Seller must have a sales tax ID from the Texas comptroller # _____

The City of Edinburg hereby grants _____ permission to
sale or vend the following (up to 4) items:

And grants the lessee permission to distribute the following (up to 3) items to public attendees
free of charge:

APPLICANT'S SIGNATURE

DATE _____

FOR OFFICE USE ONLY

APPROVE

DISAPPROVED

RECEIVED BY

APPROVED BY

EXPLANATION:

