

RENTAL CONTRACT FOR HENDERSON CIVIC CENTER
HENDERSON, TEXAS

VOL.

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This agreement, made and entered into this 11th day of January 2016, by and between *Henderson Civic Center, Henderson, Texas*, acting by and through its duly authorized representative, herein called *Lessor*, and

Panola County

, hereinafter called *Lessee*.

1.

That upon the terms and conditions expressed herein and in consideration of the covenants and agreements expressed herein and of the faithful performance by the *Lessee* of all such covenants and agreements, the *Lessor* does hereby grant unto the *Lessee* the right to use and occupy the following described space and premises, including adjacent parking facilities, located in the City of Henderson, Rusk County, Texas, to-wit:

Jury selection for Bernie Tiede trial.

and for no other purpose without the written consent of the *Lessor* for the following date(s) and time(s):

2.

Lessee hereby covenants and agrees to pay to *Lessor*, for the use of said premises and parking facilities charges as follows:

(deposit is refundable if venue is left satisfactory)

Will your event serve alcohol?

YES

NO

Kitchen Needed?

Self (\$50.00)

Catered

NO

Security Needed ?

YES

NO

(\$35.00 per hour)

Deposit Due \$

Paid \$400.00

Rental Rate \$

Paid \$400.00

Total \$

No Balance

NOTES:

Payment of the total amount of said rent and any such additional charges, shall be made as follows:

- a) Cash, cashier's check or certified check for the rental fee is due 60 days prior to the first occupancy.
- b) *Lessee* further covenants and agrees to pay to *Lessor* on demand any and all sums which may be due to *Lessor* for additional services, accommodations or materials furnished to or loaned to *Lessee*.
- c) *Lessor* reserves the right to refuse rental of civic center facilities unless full payment is made as stipulated in this paragraph.
- d) A damage deposit of \$ 400 by means of a check, cash or money order will be required for the event. The deposit must be paid when booking the event date or the booking will be cancelled.
- e) Cancellations by the *Lessee* less than 60 days prior to occupancy will be subject to forfeit of one-half of the deposit. Cancellations by the *Lessee* less than 30 days before the scheduled event will be subject to forfeit the total amount of the fees paid. Cancellations involving extenuating circumstances will be reviewed by the Civic Center Director and City Manager on a case-by-case basis to determine if a refund of part or the entire rental fee is appropriate.
- f) The *Lessee* is responsible for the cleanup of the facilities after use. All facilities are to be returned in the same clean condition in which it was received. All trash shall be removed immediately after the event to the outside dumpsters. All surfaces clean: floors, tables, chairs, counters and walls. Parking area, restrooms, concourse and rear loading area should not show evidence of event. All items borrowed must be returned to facility staff. If clean-up is not performed adequately the lessee's deposit may be retained and the lessee may also be billed for any damages/cleaning that exceed the deposit amount.

This agreement is made and entered into upon the following express covenants and conditions, all and every one of which the *Lessee* hereby covenants and agrees to and with the *Lessor* to keep and perform:

- a) Alcoholic beverages are permitted inside the Henderson Civic Center upon the approval of an "Alcohol Permit" Appendix, E and must accompany this contract before said contract is executed.
- b) Any event where dancing shall occur that honors a minor or minors or when alcohol is served will require an "Event Permit," Appendix B. to be obtained by *Lessee* from Deputy Chief of Police, and must accompany this contract before said contract is executed.
- c) *Lessor* reserves the right after the termination of the time for which the said premises are rented by this agreement, to remove from the building all effects remaining therein and to store the same wherever it sees fit in its name, or at its option, in the name of the *Lessee*, but at the cost, expense and risk of *Lessee*, and *Lessor* shall not be liable in any way to *Lessee* on account of so removing and storing any such effects;
- d) *Lessor* reserves the right at all times to require *Lessee* to remove from the premises any animals, furniture, fixtures, wiring, exhibits, or other things placed therein or permitted to be placed therein by *Lessee* without such consent and to terminate this contract without notice or damage;
- e) It is understood and agreed that in no event will the *Lessee*, his agents or guests, bring into the meeting rooms or the building any food, whether prepared or unprepared, or beverages of any kind without the consent of the *Lessor*;
- f) Unless otherwise expressly stated to the contrary in the face of the rental agreement, *Lessor* reserves the sole and exclusive right to offer for sale on, in or about the premises covered by this agreement, any soft drinks, food, souvenirs, or other merchandise of any sort;
- g) The *Lessee* shall be liable for all damage to buildings and equipment, reasonable wear and tear expected, and agrees to indemnify and hold *Lessor* and *City of Henderson* harmless from any claims and suits arising out of injury or death to any person or damage to property resulting from use of said building. Under no circumstance will be *Lessee* be allowed to move the stage. The stage will be set up according to your specifications by Civic Center staff prior to your event. If the stage is moved by the *Lessee* a portion of your deposit will be retained. *Lessee* may be required to furnish an appropriate Certificate of Insurance when deemed necessary by the *Lessor*;
- h) *Lessee* assumes full responsibility for the character, acts and conduct of all persons admitted to said premises during the term of this contract and *Lessee* shall comply with all laws of the United States, and of the State of Texas, the Civic Center Policies and Procedure Manual, all ordinances of the City of Henderson and all rules and requirements of the Police and Fire Departments, or other Municipal Authorities of the City of Henderson, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises or parking facilities during the term of this agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of *Lessor* is called to any such violation on the part of said *Lessee*, or of any person employed by or admitted to the said premises and parking facilities by said *Lessee*,

such *Lessee* will immediately desist from and correct such violation and if such violation is not immediately corrected *Lessor* will terminate event and no refund will be permitted; further more, the consumption of alcoholic beverages without obtaining the proper permit, by said *Lessee*, or by any persons employed by or admitted to the said premises and adjacent parking facilities by said *Lessee*, on the parking facilities to the Civic Center in violation of the ordinances of the City of Henderson may result in immediate termination of event by *Lessor* and officers of the Henderson Police Department;

- i) *Lessor* assumes no responsibility whatsoever for any property placed in or on said premises, and said *Lessor* is hereby expressly released and discharged from any all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said premises under this agreement; and all watchmen or other protective service desired by the *Lessee* must be arranged for by special agreement with the *Lessor*;
- j) *Lessor* reserves the right to refuse rental of civic center facilities to any person, group or organization that has, in the past, violated any portion of this contract or Civic Center Policies, or has shown a disregard for persons or property while using the premises or who in the opinion of the *Lessor* did not conduct themselves in a peaceable manner.
- k). In the event of a power outage, or any circumstances beyond the Lessor's control, the Lessor or the City of Henderson is not to be held responsible.

Lessee for event:

Panola County

LeeAnn Jones, County Judge

(print name)

110 S. Sycamore, Room 216-A

(address)

Carthage, Texas 75633

() (home)

(903) 693-0315 (work)

(903) 693-3046 (fax)

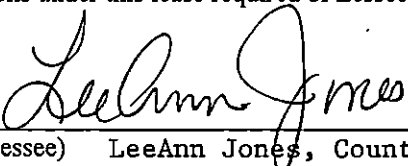
() (cell)

erin.johnson@co.panola.tx.us (e-mail)

The undersigned shall be responsible for carrying out all obligations under this lease required of Lessee.

Signed the 11th day of January, 20 16

Laura Wilkerson
(Lessor- Henderson Civic Center)


(Lessee) LeeAnn Jones, County Judge

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