



THE STATE OF TEXAS §
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 CITY OF TYLER, TEXAS §
 §
 COUNTY OF SMITH §

CITY OF TYLER
 RENTAL CONTRACT
 LIBERTY HALL

This Rental Contract, hereinafter termed "Agreement", is entered into this _____ day of _____, 20____ made by and between the City of Tyler, Texas, a municipal corporation, located in Smith County, Texas, hereinafter referred to as "CITY", acting by and through its Manager at the Liberty Hall Theater hereinafter referred to as "HALL," and _____ hereinafter referred to as "LESSEE".

1. LESSEE agrees to lease HALL for the period(s) of time and for the purpose(s) stated herein:

EVENT DAY(S)				
Date	Rental Time Period	Group Name	Fee	Rental Deposit 25% of Fee

For the Purpose of: _____
 (Full description of all planned activities, entertainment and usage of hall.)

Total Rental Fee: \$ _____ (+ Misc. Fees)
 Rental Deposit: 25% of Total \$ _____ (**NON-REFUNDABLE**)

Damage deposit –
 Refundable

2. LESSEE shall pay the amount in full for the specified period(s) of time. This amount is inclusive of, but not limited to, the Damage/Cleaning Deposit, Rental Fee and Rental Deposit. All additional fees incurred as related to the above described event shall also be paid in full. Rental and related fees for the above period(s) shall be paid in accordance with the following:

- a. Upon signing this Agreement, LESSEE shall pay a Rental Deposit of 25% of the rental fee for each time period reserved as calculated above. This amount is **NON-REFUNDABLE**, except that complete refunds will be offered, if requested, within twenty-four (24) hours of execution of this Agreement. (Deposit does go toward rental fee.)
- b. The remaining balance is due **30 days** before the scheduled event. If the remaining balance is not received at this time, the reservation will be canceled and made available for lease.

- c. A Damage Deposit is required of between \$100.00 - \$1,000.00 Based upon the following factors: (1) type of activity to be conducted on the property, (2) type of past contact the Lessee had with the facility, (3) size of the event, (4) Lessee's insurance coverage.
3. LESSEE agrees that it shall not sell nor suffer or permit the sale of alcoholic beverages in or upon the HALL unless the LESSEE has received written approval from HALL Manager. Written approval from HALL Manager may only be granted if LESSEE has ensured all required permits and licenses have been obtained through the appropriate authority. E.g. Texas Alcoholic Beverage Commission (TABC).
4. The HALL is a Non-Smoking building.
5. **LESSEE AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS, OCCASIONED BY THE LESSEE'S OCCUPANCY OR USE OF THE PREMISES AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS LEASE AND ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OR NEGLIGENCE OF LESSEE, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ALL SUCH CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF LESSEE, ITS OFFICERS, AGENTS, EMPLOYEES, OR VISITORS.**
 - a. **LESSEE FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS FOR THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, CUSTOMERS, AND VISITORS, AS WELL AS THEIR PROPERTY, WHILE IN OR ON THE PREMISES. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF LESSEE, ITS AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS, AND VISITORS. PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO CREATE A DUTY OWED BY LESSEE TO THIRD PERSONS WHERE NO SUCH DUTY EXISTS BY LAW.**
 - b. **FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISES DEFECTS WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF LESSEE OR ANY OF ITS MEMBERS, AGENTS, EMPLOYEES, CUSTOMERS, OR VISITORS.**
 - c. **IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND LESSEE WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IS ANY WAY DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE LESSEE OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN**

INTERESTS. PROVIDED, HOWEVER, THAT NOTHING IN THIS LEASE SHALL BE CONSTRUED AS OBLIGATING LESSEE TO INDEMNIFY THE CITY FOR THE NEGLIGENCE OR ACTIONS OF THE CITY, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR THIRD PARTIES OVER WHOM LESSEE HAS NO RIGHT OF CONTROL.

6. LESSEE shall comply with all laws, including but not limited to: the Federal government; the State of Texas; all ordinances of the CITY of Tyler; and all rules and regulations of the Police and Fire Department or other municipal authorities of the CITY that have authority over the premises.
7. LESSEE shall obtain and pay for all necessary permits, licenses, and taxes used in connection with events held herewith. LESSEE shall not permit anything to be done on the premises during the period of this lease Agreement in violation of any such laws, ordinances, rules or regulations. If any violation occurs, LESSEE must immediately cease and/or correct such violation or vacate the premises.

a. Concessions.

- i. The City of Tyler reserves the right to approve a Concessionaire for any event held on the HALL property. Lessees of the HALL shall not provide any concessions nor rent or lease any concession space or booth space to any other vendor on this property for the purpose of selling food or concession items on the property or in the HALL without expressed written consent of the HALL Manager. LESSEE must acknowledge notice of the requirement not to provide concessions by initialing beside this paragraph.

b. Food.

- i. If LESSEE intends to provide food as part of an event in the HALL, LESSEE must notify HALL MANAGER for approval. LESSEE shall also be responsible for contacting the Northeast Texas Public Health District (NET Health) or successor regarding whether or not appropriate food service permits are required for the type of proposed activity. If food service permits are required LESSEE shall obtain such permits from the Northeast Texas Public Health District (NET Health). No food or drink is allowed in the theater of the HALL.

c. Animals.

- i. In addition, if LESSEE intends to include or display animals as part of any proposed activity, LESSEE shall immediately notify CITY of such fact, and shall be responsible for notifying the Northeast Texas Public Health District (NET Health) of such fact as well. Depending on the type of animal and/or nature of the event involving the animal, CITY may refuse such animal activity or may place additional restrictions thereon.

_____ **LESSEE Initials**

8. During the term of this contract LESSEE shall procure and maintain insurance coverage with a company authorized to do business in the State of Texas to the satisfaction of the THEATER Manager, with the LESSEE being designated as insured. Insurance required by this contract for the CITY as additional insured shall be primary and not contributing with any other insurance available to CITY.

LESSEE further agrees with respect to the above required insurance, the CITY shall:

- a. Be named as additional insured/or an insured, as its interest may appear.
- b. Be provided with a waiver of subrogation.
- c. Be provided with 30 days advance notice, in writing, of cancellation or material change.

Each policy or certificate shall bear endorsements or statements containing the following:

“The CITY OF TYLER is an additional primary insured. The insurance company waives any subrogation claims against the CITY OF TYLER.”

The LESSEE agrees the insurance requirements herein as well as CITY’S review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the LESSEE under this Agreement.

Appropriate Certificates of Insurance evidencing such coverage shall be provided to the HALL Manager prior to any commencement of LESSEE’S operations. LESSEE must acknowledge notice of the requirement to procure insurance by initialing beside this paragraph.

_____ **LESSEE Initials**

9. Cancellation by HALL Manager:

- a. The HALL Manager may cancel this Agreement upon written notice to LESSEE in the event LESSEE or applicant has failed to provide any requested information or has provided false or misleading information contained herein or contained in the application and acknowledgement forms relating to said Agreement of LESSEE.
- b. The HALL Manager may cancel this Agreement upon written notice to LESSEE in the event LESSEE defaults on its obligation of payment, or LESSEE fails to perform any term, condition, or covenant stated herein and in the application and acknowledgement forms made a part of this Agreement, or in the event any violation occurs of any provision, applicable law, ordinance, rule or regulation.
- c. The HALL Manager may cancel this Agreement in the event that the HALL is needed for use as an emergency shelter. LESSEE shall vacate the premises pursuant to this section, when in the sole discretion of the Director such action is necessary to use the HALL as an emergency shelter, or to protect the public health, safety, or welfare, or to enforce the terms hereof, or in the event of a health emergency or other public calamity.

10. LESSEE may cancel without any obligation if the HALL is notified in writing by the date which is thirty (30) days prior to the event date, and may receive a refund of monies paid, excluding amounts collected pursuant to Section 2 of this Agreement (i.e. 25% of rental per time period), which amount is **NON-REFUNDABLE**, except that complete refunds will be offered, if requested, within twenty-four (24) hours of execution of this Agreement. All consideration paid to the HALL shall be forfeited to the HALL whenever LESSEE fails to give said notice.

- 11. LESSEE by signing this Agreement hereby certifies that all information contained in this Agreement, the application and acknowledgement forms relating to said Agreement is true and correct, and LESSEE further agrees and acknowledges that all activities connected with this lease Agreement shall be conducted in accordance with the terms and conditions set out herein, and all applicable federal, state, and local laws.
- 12. The Agreement may not be assigned or transferred, in whole or in part, and the HALL may not be sublet by applicant. Any attempted assignment of this Agreement shall be null and void.
- 13. Any addendum approved by the HALL Manager shall have precedence over any conflicting provisions of this Agreement.
- 14. This Agreement including any addendum approved by the HALL Manager and **Attachment "A" Use Agreement and Restrictions** made a part hereof contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IN WITNESS WHEREOF, the parties to these presents have executed this **Agreement** in the year and day first above written.

CITY OF TYLER, TEXAS

LESSEE

BY: _____

BY: _____

Anne Payne
Liberty Hall Theater Manager

Printed Name:
Printed Title:

THE STATE OF TEXAS

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LESSEE'S ACKNOWLEDGEMENT

COUNTY OF SMITH

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BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me, or who was proved to me through _____ (*insert description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20____.

Notary Public In and For The State of Texas

My Commission Expires: _____

Notary's Printed Name

ATTACHMENT "A"
THEATER USE AGREEMENT & RESTRICTIONS

1. The THEATER reserves the right to exercise supervisory authority and to prevent unauthorized or illegal activities on THEATER property. While we will try to accommodate your rental request, the THEATER reserves the right to refuse rental to any person or group.
2. LESSEE agrees to leave the THEATER in as good or better condition than which existed prior to LESSEE's usage. LESSEE'S representative and a THEATER representative will be required to sign an inventory of condition before and after the event.
3. The LESSEE is responsible for proper use of THEATER, its contents and for damage to the aforementioned. The CITY retains the right to file a claim beyond the Damage/Cleaning Fee to recover or replace items damaged by the LESSEE.
4. No materials, decorative or otherwise, shall be nailed, tacked, taped, screwed or in any way physically attached to any part of the THEATER without special permission from the THEATER Manager.
5. Live floral arrangements must be contained in water-tight containers. THEATER reserves the right to at any time disallow floral arrangements or décor that could expose THEATER to water damage.
6. Food and drinks are only allowed in permitted areas and only with the THEATER Manager's written approval.
7. Cooking is not allowed on the premises.
8. Location of food service tables must be approved by the THEATER Manager prior to the event.
9. Steam-producing cooking vessels and open flames (i.e. candles) are not allowed, with the exception of chafing dishes to be used in the lobby area. Coffee is to be served in pump-pots.
10. All left-over food and trash must be removed from the premises immediately at the conclusion of the event, and any spilled or crushed food cleaned up. Under no circumstances should this be left for THEATER staff.
11. THEATER is a smoke free facility.
12. No confetti, glitter, rice, birdseed, etc. is allowed to be used inside or outside of the THEATER.
13. No candles or open flames of any kind are allowed.

14. LESSEE must keep noise levels below level allowed by law.