



# TASCA

Tyler Area Senior Citizens Association, Inc.  
Mailing: PO Box 131540, Tyler, TX 75713  
Physical: 10495 CR 2167, Whitehouse, TX  
75791  
(903) 871-3217

## Event Space Rental Contract

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ made by and between the Tyler Area Senior Citizens Association, Inc. (TASCA), a 501(3)(c) corporation, located in Smith County, Texas, hereinafter referred to as "TASCA", acting by and through its Executive Director at the TASCA Activity Center hereinafter referred to as "FACILITY," and \_\_\_\_\_ hereinafter referred to as "LESSEE".

1. The date of Event, Event Location, guest count, pricing and payment for the Event are set forth on **Exhibit A** of this Agreement, attached hereto and incorporated herein for all purposes.

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 deposit, room rental, and late hour fees. All additional fees incurred as related to the above described event shall also be paid in full. Rental rates are provided on **Exhibit B** Room rental and related fees for the above period(s) shall be paid in accordance with the following:

- a. Upon signing this agreement, LESSEE will pay a Down Payment of 25% of the room rental for each day reserved. This amount is non-refundable.
- 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. The Security Deposit identified above will also be due **60 days** before the scheduled event. This amount shall be refunded to LESSEE at the address supplied in this contract, within 3 days after the event if the premises are clean, in good order and all business transactions have been satisfactorily completed with TASCA.

3. LESSEE agrees to leave the FACILITY in as good or better condition than which existed prior to LESSEE's usage. LESSEE agrees to clean up all spills on the ballroom floor before the LESSEE leaves the building on the day of the event. Time for any clean up required on the day after the event will be added to the number of hours building is deemed to be rented by the LESSEE.

4. LESSEE agrees that it shall not sell nor suffer or permit the sale of alcoholic beverages in or upon the FACILITY.

5. The FACILITY is a Non-Smoking building. Smoking is prohibited in public places where "No Smoking" signs have been posted.

6. No materials, decorative or otherwise, shall be nailed, stapled, tacked, taped, screwed or in any way physically attached to any part of the FACILITY.

7. LESSEE agrees to **INDEMNIFY**, hold harmless and defend TASCA, 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 guests, 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, or guests.

- a. LESSEE further agrees that it shall at all times exercise reasonable precautions for the safety of its officers, agents, and guests, as well as their property, while in or on the premises. It is expressly understood and agreed that TASCA shall not be liable or responsible for the negligence of LESSEE, its agents, servants, and guests. 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, TASCA 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 TASCA 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 TASCA, and TASCA 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 TASCA for the negligence or actions of TASCA, its agents, servants, or employees, or third parties over whom LESSEE has no right of control.

8. LESSEE shall comply with all laws, including but not limited to: the Federal government; the State of Texas; the County of Smith, all ordinances of the city of Whitehouse; and all rules and regulations of the Police and Fire Department or other municipal authorities of the County of Smith or the City of Whitehouse that have authority over the premises.

9. 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.

TASCA reserves the right to approve a Concessionaire for any event held on the FACILITY property. Lessees of the FACILITY 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 FACILITY without expressed written consent of TASCA. LESSEE must acknowledge notice of the requirement not to provide concessions by initialing beside this paragraph.

b. If LESSEE intends to provide food as part of an event at FACILITY, LESSEE shall immediately notify TASCA of such fact and LESSEE shall be responsible for contacting the Northeast Texas Public Health District 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.

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

10. During the term of this contract, if required by the Executive Director, LESSEE shall procure and maintain event insurance coverage with a company authorized to do business in the State of Texas to the satisfaction of the Executive Director, with the LESSEE being designated as insured. LESSEE further agrees with respect to the above required insurance, TASCA 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:

“TASCA is listed as an additional primary insured. The insurance company waives any subrogation claims against TASCA. TASCA shall be provided with thirty (30) days advance notice in writing, to be delivered by registered mail to TASCA, of any cancellation, non-renewal, reduction in coverage, or material modification of any policies.”

Appropriate Certificates of Insurance evidencing such coverage shall be provided to the Executive Director at least 3 days prior to any commencement of LESSEE’S operations. LESSEE must acknowledge notice of the requirement to procure insurance by initialing beside this paragraph.

INSURANCE \_\_\_\_\_ REQUIRED \_\_\_\_\_ NOT REQUIRED  
 LESSEE’S INITIALS \_\_\_\_\_

11. The Executive Director 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 Lease agreement of LESSEE.

12. The Executive Director 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. The Executive Director may cancel this agreement in the event that the facility 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 facility 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.

13. LESSEE may cancel without any obligation if TASCA 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 contract (25% of room rental/day), which amount is non-refundable. All consideration paid to TASCA shall be forfeited to TASCA whenever LESSEE fails to give said notice.

14. 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.

15. Any addendum approved by the Executive Director shall have precedence over any conflicting provisions of this agreement.

16. Event Space Rental Planning, Policies, and Regulations (“Rules”) is hereby attached to this Agreement as Exhibit “C”. The undersigned Lessee acknowledges that said Rules are in fact part of this Agreement and Lessee agrees by and be bound by each of said Rules.

EXHIBIT A

# EVENT INFORMATION

RENTAL DETAILS	
Rooms Leased	
Date(s) Required	
For the Purpose of <i>(Full description of all planned activities, entertainment, and usage of Facility)</i>	
Rental Fee <i>(Due 30 dates prior to event)</i>	
Down Payment <i>(25% of Rental Fee –Due to reserve date and space.</i>	
Security Deposit <i>(Due 60 days prior to event)</i>	
Remaining Rental Fee <i>(Due 30 days prior to event)</i>	
Equipment Rented	

FACILITY REQUIREMENTS					
Room(s) Rented	Date	Time	Hours	# of Guests	Function
<i>(Ex 1) Ballroom</i>	<i>Jan 14, 2011</i>	<i>6 PM – 8 PM</i>	<i>2</i>	<i>25</i>	<i>Rehearsal</i>
<i>(Ex 2) Entire Building</i>	<i>Jan 15, 2011</i>	<i>9 AM – 11 PM</i>	<i>14</i>	<i>120</i>	<i>Wedding &amp; Reception</i>

This Agreement including any application or acknowledgement forms 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.

**TASCA**  
DATE \_\_\_\_\_

**LESSEE**  
DATE \_\_\_\_\_

\_\_\_\_\_  
BILLIE GORDON  
TASCA EXECUTIVE DIRECTOR

\_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

EXHIBIT B

# RENTAL RATES

	Room 1	Room 2	Room 3	Rooms 1-3	Room 4	Room 6	Auditorium	Entire	Kitchen
People - Presentation Style (Chairs in Rows)	30	24	50	104	16	18	160	298	
People - Banquet Style (Chairs & Tables)	24	24	32	80	16	16	140	252	
Weekdays (8 AM - 5 PM) *	\$25	\$20	\$40	\$65	\$20	\$20	\$100	\$200	\$40
Weekdays - Each additional hour after 2 hours	\$20	\$15	\$35	\$55	\$15	\$15	\$80	\$175	\$40
Weekdays (8 AM - 5 PM) 8 hour block	\$100	\$90	\$125	\$250	\$120	\$90	\$400	\$500	\$40
Weeknights (5 PM - Midnight, Mon-Thu) *	\$30	\$25	\$45	\$70	\$25	\$25	\$120	\$225	\$40
Weeknights - Each additional hour after 2 hours	\$25	\$20	\$35	\$65	\$20	\$20	\$90	\$200	\$40
Weeknights (5 PM - Midnight, Mon-Thu) 7 hour block	\$125	\$100	\$150	\$300	\$100	\$100	\$500	\$600	\$40
After Midnight and Weekends (5 PM Fri - 8 AM Mon) *	\$35	\$30	\$50	\$75	\$30	\$30	\$140	\$250	\$40
After Midnight and Weekends - Each additional hour after 2 hours	\$30	\$25	\$40	\$70	\$25	\$25	\$100	\$225	\$40
Weekends (up to 8 hours)	\$150	\$110	\$200	\$350	4110	\$110	\$600	\$700	\$40
Weekends (up to 16 hours)	\$250	\$200	\$300	\$500	\$200	\$200	\$1,100	\$1,300	\$40
Damage Deposit	\$50	\$50	\$75	\$175	\$50	\$50	\$300	\$500	\$100
Cleaning Charge	\$35	\$35	\$50	\$100	\$30	\$35	\$125	\$225	\$60

\* 2 hour minimum

Kitchen is flat rate of \$40 if used with any function, regardless of number of hours used. Add \$100 to Rental Rate for Auditorium or \$150 to Entire Building for Holiday Weekends. Holidays include New Year's, Valentine's Day, Easter, Memorial Day, 4th of July, Labor Day, Halloween, Thanksgiving, Christmas

EQUIPMENT RENTALS	
Coffee Pot (55 cup)	\$15
Sound System	\$75

## EXHIBIT C

# Event Space Rental

## Planning, Policies, and Regulations

### CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping **the TASCA Activity Center** a well maintained and safe location for future use.

### RENTAL FEES

1. A down payment (25% of full amount of rental estimate) along with the signed agreement, is required to reserve the date and space. Payment may be made by cash or check.
2. 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.

No terms are implied or granted and no work will be allowed to commence until full payment is received. The down payment is non-refundable.

### SECURITY DEPOSIT AND DAMAGE(S)

A security deposit made payable to TASCA for the amount identified in the Rental Estimate is required and due **60 days prior to the event**. Please note that this deposit is separate from the down payment to secure the date and space. This deposit will be refunded within three (3) days following the rental period provided the premises are maintained and left in the same condition as when rented, and satisfactory to TASCA management. However, if any cleaning or repairs are deemed necessary beyond normal use (i.e. paint damage and floor gouges), they will be charged and deducted from the security deposit. The caterer, if used, must clean the premises within two (2) hours following the event leaving it in the same condition and working order as at the start of the event setup. Caterers must remove all trash, composting and recyclables from the site. Failure to remove or clean will result in additional fees. All spills on the ballroom floor must be cleaned up before the last person of the event leaves the building. Failure to clean up all spills in the ballroom will result in additional fees. If the building or any part of the building, including walls, floors, furniture or decorations, is damaged during the event, the renter will be solely responsible for such damage. No property or furniture of TASCA shall be removed from the facility without prior written approval of TASCA.

### INSURANCE

Special Event Liability Insurance is required for Renters and Caterers, on a case-by-case basis, determined by the Executive Director. Established Catering Services may use their license and insurance to cover this. The insurance must, at Renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring TASCA employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 Million, and general aggregate liability of not less than \$2 Million. TASCA shall be named as an additional insured of said policy.

If alcohol is to be served please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License to TASCA, naming TASCA as stated, and will be delivered at least one month prior to the event.

### LIABILITY

Renters and their guests shall use TASCA facilities at their own risk, and shall assume sole responsibility for their personal property. Renter agrees to indemnify, defend, and hold TASCA, its officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at the TASCA Activity Center.

In the event TASCA, its officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, Renter agrees to pay TASCA, its officers, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by TASCA, including all collection expenses and interest due.

#### **CAPACITY**

Renter understands that the maximum standing capacity of the TASCA Activity Center is 280 people and will not exceed this limit.

#### **SITE DECORATION**

TASCA wants to make every event held at the TASCA Activity Center a special and welcome experience. Therefore every effort will be made to allow Renter to prepare decorations reflecting their creative requirements. We ask that only the staff of TASCA rearrange and move any furnishings, including artwork, lamps or other decorations. No nails, screws, staples or penetrating items should be used on our walls or fine wood. Any tape or gummed backing materials must be properly removed and any wall damage will be deducted from the deposit. No glitter or foil (non-paper) confetti is allowed on site.

#### **CONDUCT**

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly by TASCA staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the rental fee shall be made. No firearms or other weapons of any kind are permitted on or about the premises at any time. Absolutely no fireworks are permitted at TASCA unless part of a fireworks exhibit organized, conducted, or sanctioned by the Executive Director.

#### **NOISE**

Renter acknowledges that the premises are located near residential units and therefore agrees to control the noise level at the event such that it does not disturb neighboring occupants. In the event that renter's event creates a disturbance due to high noise volume, renter shall immediately reduce the volume. If repeated disturbances are created, at TASCA staff discretion, renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded to renter.

Note: Music must end by midnight. Additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

#### **LOST AND FOUND**

TASCA assumes no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 60 days. Every attempt will be made to return any recovered item to its rightful owner.

#### **CANCELLATION**

Date-Hold Deposit (Down Payment) is Non-Refundable

30 days prior to event: 100% of the security deposit will be refunded, if paid. Excluding the down payment, 100% of the remaining portion of the rental payment will be refunded.

#### **CATERING, CLEANING, TRASH and EQUIPMENT REMOVAL**

The TASCA Activity Center will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found. The time that it takes to clean up after your event is included in your block of rental time. There is no open flame or frying allowed on site. All trash,

including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the Renter or the Caterer.

### **CITY, COUNTY, STATE AND FEDERAL LAWS**

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS.

### **ALCOHOLIC BEVERAGES**

Appropriate alcohol consumption is a matter of interest to TASCA. Alcohol consumption must be consistent with proper decorum and the law. Renters must follow the laws of the State of Texas, as they may pertain to the purchase, service, and consumption of alcohol. Further, TASCA's policy is to not allow alcohol consumption by anyone who appears to be intoxicated. Alcoholic beverages shall not be consumed in excessive quantities by any guest. No alcoholic beverages shall be consumed on the premises by persons under the age of twenty-one (21). Identification will be requested of any person who appears to be under the age of twenty-one (21). Renter is fully responsible for the behavior and consumption of alcohol by guests of the event.

Responsible consumption of alcohol is permitted. However, if ANY alcoholic beverages are going to be consumed on the property, the Renter must obtain (at their expense) a licensed Security Guard to be available from the time the alcohol is made accessible through the end of the event. Certificate and proof of license of Security Guard must be forwarded to TASCA at least 10 days prior to the event. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. TASCA reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of TASCA or the safety of its staff, guests, or building contents.

### **ENTRY AND EXIT**

Renter agrees that TASCA staff may enter and exit premises during the course of the event. A representative of TASCA will be on-site during your entire event and will be checking periodically with the responsible parties to insure everything is working smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

### **PROMOTIONS AND COPYRIGHT**

It is important to us that you have a fantastic and successful event. Should TASCA be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications. We are happy to provide professionally created images of our space for promotional materials.

We hope you will refer others here and are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about TASCA and the various services we provide.

A representative of TASCA and/or promotional materials and signage will be present at all events, and any questions about the space, its contents or about our upcoming activities and events can be directed to that representative!