



**FRANKLIN  
CHAMBER  
OF  
COMMERCE**

P.O. Box 126  
351 Cooks Lane  
Franklin, TX 77856  
(979) 828-3276  
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franklincc@valornet.com  
www.franklintexas.com

**LEASE AGREEMENT – SIGNATURE PAGE  
PRIDGEON COMMUNITY CENTER**

The Lessee hereby acknowledges receipt of the Lease Agreement for the Pridgeon Community Center, including the Lease Agreement - Cover Page, a legal and binding part of the Lease Agreement. By signature below, Lessee hereby agrees to the terms and conditions specified in the Lease Agreement.

By: \_\_\_\_\_  
Lessee (Print name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For office use:

Rental Date \_\_\_\_/\_\_\_\_/\_\_\_\_



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## LEASE AGREEMENT PRIDGEON COMMUNITY CENTER

This Agreement, made and entered into by and between the Pridgeon Community Center (Center), hereafter called Lessor, acting through the Franklin Chamber of Commerce (Chamber) and Manager of said Community Center (Center Manager), and

Name (Lessee).

That, upon the terms and conditions herein expressed and in consideration of the convenience and agreements herein expressed, Lessor does hereby grant unto Lessee the right to use and occupy the following described space and premises located in the Center, to wit: To be used for the purpose as indicated on the Lease Agreement – Cover Page (Cover Page), and for no other purpose without the written consent of Lessor for a term commencing and terminating as indicated on the Cover Page.

### SECTION 1: RESERVATIONS

- 1.1 Reservation Office.** Reservations will be taken at the office of the Chamber, located within the Center, Monday through Friday, except for official holidays, between the hours of 9AM and 3PM. Telephone reservations and information may be obtained by calling 979-828-3276, or by writing to: Franklin Chamber of Commerce, P.O. Box 126, Franklin, TX 77856, or by e-mail to franklincc@valornet.com.
- 1.2 Advance Reservations.** Reservations for the Center may be made up to twenty-four (24) months in advance of a date. The Center will be rented on a first come, first serve basis.
- 1.3 Reservation Conflicts.** Reservation request conflicts will be resolved by the Chamber or its authorized representative.
- 1.4 Multi-Use Facility.** Individuals or groups renting the Center should be aware that the Center is a multi-use facility where several events can be scheduled concurrently in different parts of the building. Lessees should be aware of this fact and use their discretion in determining what portions of the facility to book. Unless otherwise specified in writing, the Center Manager may schedule other similar events both before and after the dates of this Agreement without notice to Lessee. In all cases, the Center Manager's decision will be in the best interest of the Center.
- 1.5 Confirmation.** A reservation is confirmed only upon receipt in the Center office of a signed Lease Agreement, accompanied by the prescribed Security Deposit.

### SECTION 2: RENTAL FEES

- 2.1 Amount.** The amount of rental fees is indicated on the Cover Page. The Chamber reserves the right to change, alter, amend or cancel any or all of the regulations and rental fees contained herein at any time.
- 2.2 Due Date.** Rental fees for the Main Hall are due fourteen (14) days prior to the day of the event. Rental fees for other rooms of the Center are due prior to the day of the event. Lessee agrees that all amounts are due and payable by cash, cashier's check, or check.
- 2.3 Cancellations.** If the Lessee cancels a reservation of the Main Hall prior to fourteen (14) days before the event, a refund of the total rental fee will be made. Cancellations of a Main Hall reservation within fourteen (14) days of the event will result in no refund. If the Lessee cancels a reservation in the other rooms of the Center prior to the day of the event, a refund of the total rental fee will be made.

### SECTION 3: SECURITY DEPOSIT

- 3.1 Payment.** The amount of Security Deposit is indicated on the Cover Page. The Security Deposit will not be applied to the rental fee.
- 3.2 Due Date.** Payment of the Security Deposit is required at the time of reservation.

- 3.3 Refund.** The Security Deposit will be refunded within two (2) weeks after the function, provided (1) the facility is cleaned in the manner specified in Section 6, (2) no damage is incurred, (3) the air conditioners/heaters are properly turned off, (4) the Center key is returned to the Center Manager in accordance with Section 5.1 and (5) the Center is vacated within the period prescribed in Section 5.2. The Security Deposit will be refunded if reservation is canceled by Lessee prior to thirty (30) days of the event.
- 3.4 Clean Up.** The Lessee is responsible for cleaning the premises in accordance with Section 6 of this Agreement. If any extra clean up is required, Lessee will be billed at a rate of \$15.00 per man-hour with a \$25 minimum charge. This amount will be deducted from the Security Deposit.
- 3.5 Damages.** A full inspection of the facility will be conducted after each function to check for damages. If any are found, the Lessee will be responsible. Lessee shall pay the cost of repairing all damage which is done to the building, fixtures, furniture, or furnishings thereof by the Lessee, its agents, servants, employees or anyone present on the premises upon the invitation of the Lessee including the patrons of the event or function taking place therein. It is expressly agreed that the Center Manager will determine whether any damage has been done, the amount thereof and the responsibility of Lessee. The cost of repairs will be deducted from the Security Deposit. The Lessee will be invoiced for any additional costs not covered by the Security Deposit.
- 3.6 Air Conditioners/Heaters.** Failure to properly turn off air conditioners/heaters will result in forfeit of one-half of Security Deposit.
- 3.7 Key.** Failure to return the Center key to the Center Manager will result in forfeit of total Security Deposit.

#### **SECTION 4: PROPERTY AND DECORATIONS**

- 4.1 Tables and Chairs.** Assistance for planning seating arrangement, including tables, chairs and stage, is available. Tables and chairs are for the exclusive use of the Lessee and will not be sublet by the Lessee. Tables and chairs are not available for off-premise use. Unless Lessee has paid the Center to provide Set Up or Take Down/Clean Up services, the Lessee is responsible for setting up and taking down all tables and chairs.
- 4.2 General Decorating Rules.** Decorating is the responsibility of the Lessee. Lessee shall not cause or permit any nails or other things to be driven into any portion of the building, or shall any signs be affixed to the exterior thereof. No changes, alterations, repairs, painting, or staining on any part of the building or the furnishings or equipment thereof shall be permitted, nor shall anything be done which will damage or change the finish or appearance of the building or the furnishings thereof.
- 4.3 Decoration Type and Design.** Decorations may be of any type or design as long as installation and placement do not damage the Center, interfere with emergency ingress or egress, or violate the fire code.
- 4.4 Decorations on Walls.** Decorations may not be attached to non-carpeted areas of walls unless supervised by the Center Manager. Decorations may be attached to carpeted areas of walls with pins or tacks. "T" Pins are available free of charge from the Center Manager.
- 4.5 Decorations on Ceilings.** Decorations may not be attached to the ceiling unless supervised by the Center Manager. Raising the ceiling tiles to attach decorations can damage the tiles and is prohibited. Attaching decorations to the lights in the Main Hall is prohibited.
- 4.6 Candles.** Only flame contained candleholders are permitted. Open-flame candles are not permitted.
- 4.7 Silly String.** Silly String, and any material similar to Silly String, may not be used in or near the Center.

#### **SECTION 5: OCCUPANCY**

- 5.1 Key.** Lessee must come to the Center office during the week before the event to receive a key to the Center, or contact the Center Manager to make other arrangements to receive the key. The key must be returned to the Center Manager no later than the day after the event, or Monday if a weekend event.
- 5.2 Rental Hours.** Occupancy begins no earlier than 7AM of the day of the rental unless other arrangements are made with the Center Manager. All late-night usage of the facilities must end no later than 12:00 midnight for all nights except Friday and Saturday. Friday and Saturday shall be 1:00AM, except by special arrangement. Failure to leave the premises within a one-hour grace period will be grounds for refusal of future facility leases to the Lessee or may result in the charge of additional rental fees. Some late-night evenings may require Law Enforcement Officers to remain on duty until the facilities are completely evacuated and the Center can be closed (refer to Section 8).
- 5.3 Seating Capacity.** The rated occupant capacity of the Center is posted in the building. It is the Lessee's responsibility to conform to these capacity ratings. Lessee shall not admit to the premises a larger number of persons than the seating capacity thereof or a larger number than may safely or freely move about in said areas. The Fire Marshal will enforce such capacities at all events.
- 5.4 Removal of Effects.** Lessor reserves the right after the termination of the time for which the premises are rented to remove from the building all effects remaining therein. Lessor shall not be liable in any way to Lessee on account of so removing said effects.

- 5.5 Fire Security.** Lessee shall not store any motor fuel in the Center. Fuel tanks, boats, vehicles, or other equipment on display will be secured in accordance with instructions by the Fire Marshal. Cooking is not allowed in the Center except in the kitchen.
- 5.6 Objectionable Conduct.** Lessor reserves the right at all times to eject any objectionable person or persons from the building and premises. In the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the Franklin Chamber of Commerce, its officers and employees on account thereof. Objectionable conduct could include, but is not limited to: intoxication; use of abusive, indecent, profane or vulgar language; making offensive gestures or displays; abusing or threatening another person in any obviously offensive manner; making unreasonable loud noise; fighting with another person; vandalism.
- 5.7 Authority.** The right is reserved by the Chamber or other duly authorized representative of the Chamber to enter the Center and all parts thereof at all times.
- 5.8 Utilities.** Lessor shall furnish, at Lessor's expense, all heat, water, and lights necessary for Lessee's use.
- 5.9 Electrical Power.** In the event a user of the Center requires electrical power other than that which is available using regular electric outlets as a source, a licensed electrician will be required. Only a licensed electrician may wire directly into the electrical source and disconnect from it. It will be the responsibility of the Lessee or user of the building to secure the services of any electrician.
- 5.10 Animals.** Lessee shall not bring or permit anyone to bring into the Center any animal.
- 5.11 Solicitations.** No Lessee shall solicit or collect donations at the Center without the approval of Center Manager.
- 5.12 Copyright Infringement.** The Lessee must accept all responsibility for, and hold harmless, indemnify and defend the Chamber from any liability or expense arising out of the use of any composition of members of the American Society of Composers, Authors, and Publishers, or any other copyright owner, that shall be performed in connection with any use of the Center whether amplified, televised or otherwise not in the mechanical recording or personal rendition, unless the sponsor of the program has first paid any fee required.

## **SECTION 6: CLEAN UP**

- 6.1 General Rules.** Lessee is responsible for removing all decorations and personal belongings prior to the end of the rental period specified in Section 5.2. Lessee is responsible for leaving the premises in as good a condition as existed prior to their usage.
- 6.2 Specific Rules.** Unless Lessee has paid the Center to provide Take Down/Clean Up services, Lessee is responsible for clearing tables and building of any debris or food; removing all decorations and personal belongings; cleaning all obvious spills on tables, chairs and floors; cleaning tile floors with dust mop; vacuuming carpeted areas; wet mopping any spills or extremely dirty areas on tile floors; taking all trash to the dumpster; cleaning restrooms and cleaning kitchen.
- 6.3 Air Conditioners/Heaters.** Lessee is responsible for turning off air conditioners/heaters upon exiting premises. Failure to properly turn off air conditioners/heaters will result in partial forfeit of Security Deposit in accordance with Section 3.6.

## **SECTION 7: ALCOHOL AND TOBACCO**

- 7.1 Alcohol.** Lessee must accept all responsibility for, and hold harmless, indemnify and defend the Chamber from any liability or expenses arising out of the use of alcoholic beverages at the Center facility or grounds. Alcohol may not be sold at any event at the Center. Events that include alcoholic beverages must be conducted under the laws of the State of Texas and rules and regulations of the Texas Alcoholic Beverage Commission (TABC). Lessee may contact the TABC for information regarding such rules and regulations at 979-260-8222.
- 7.2 Tobacco.** The Center is a smoke/tobacco free facility. Smoking and other tobacco product use is allowed outside.

## **SECTION 8: SECURITY**

- 8.1 Law Enforcement Officers.** Certified Texas Law Enforcement Officers (Officers) will be required at any event where alcohol is present. Officers may be required at other events of the Center at the discretion of the Center Manager. Factors involved in determining the requirements for security include the size of the event, whether alcohol will be present, length of the event and whether multiple events are scheduled in the facility at the same time.
- 8.2 Compensation.** Officers will be obtained and compensated directly by the Lessee
- 8.3 Adult Supervision.** Any Lessee who expects participants under the age of eighteen (18) years must provide a minimum of one adult chaperone per ten (10) children.

**SECTION 9: ADVERTISING OF EVENTS**

**9.1 Paid Attractions.** All advertising of paid attractions must state total admission price. The Lessee shall not announce events scheduled at the Center until a signed Lease Agreement has been properly approved and executed by the Chamber. Commercial advertising of Lessee's event is permitted. Events that are non-conforming to accepted community standards or any event that has been scheduled due to untrue or misleading information provided by the user shall be rejected or canceled at the sole discretion of the Center Manager. Any refund of deposits will be at the discretion of the Center Manager.

**9.2 Signs.** Signs may be posted if approved in advance by the Center Manager. All such advertisements must relate to the event to be held on the premises. The hanging of pictures, banners or other items from moldings or elsewhere must have approval of the Center Manager. The Lessee shall not distribute or circulate or permit to be circulated any advertising matter or programs at the entrance to any part of the premises that does not pertain completely to the immediate event. Such material must have the approval of the Center Manager. At no time shall any such advertising material be distributed or circulated on parking facilities or walkways adjacent to the facility.

**SECTION 10: LIABILITY**

**10.1 Responsibility.** Lessee agrees to release and hold Lessor free and harmless from all claims and liability for damages to any person or persons for injuries to any person or property occasioned by or in connection with the use of the premises caused by any source whatsoever. Lessee hereby assumes full responsibility for the character, acts, or conduct of all persons admitted to the premises or to any portion of the premises by Lessee, its agents, employees, or other representatives. Lessee agrees, at its expense, to have on hand at all events sufficient law enforcement officers, stagehands, and other personnel to maintain order and protect the persons and property on the premises.

**10.2 Property.** Neither the Chamber, nor its employees, shall be liable for any loss, damage or injury to property of any kind that is shipped or otherwise delivered to or stored in or on the premises. Property shall not be received in or on the premises until Lessee has made prompt arrangements for receiving, handling and storage of such materials with the Center Manager.

**10.3 Damage/Destruction of Building.** In case the premises or the building are destroyed or damaged by fire or other cause, or if any other casualty or unforeseen occurrence or other causes shall render the fulfillment of this Agreement by Lessor impossible, then the term of this Agreement shall end, and Lessee shall be liable to pay rent only up to the time of such terminations, and Lessee shall not be liable in any way to Lessee on account of so removing said effects.

**SECTION 11: COMPLIANCE WITH LAWS**

**11.1 Laws.** Lessee shall comply with all laws of the United States and the State of Texas, all ordinances of the City of Franklin and Robertson County, and all rules and requirements of the Police, Fire, Sheriff or other municipal authorities of the City of Franklin and Robertson County.

**11.2 Contract Laws of Texas.** At all times the laws of Texas will govern this contract and the courts of Franklin and Robertson County will have sole jurisdiction in all matters relating to this contract.

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