



**FRANKLIN  
CHAMBER  
OF  
COMMERCE**

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**LEASE AGREEMENT  
PRIDGEON COMMUNITY CENTER**

This Agreement is 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 the Lessee designated in the Lease Agreement - Cover Page (Cover Page), a legal and binding part of the Lease Agreement.

Upon payment of the rental deposit and/or rental fees designated on the Cover Page, Lessee hereby agrees 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 space described on the Cover Page and premises located in the Center, to wit: To be used for the purpose as indicated on the 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 holidays, between the hours of 8:30 a.m. and 4:00 p.m. Reservation 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 email to franklincc@valornet.com or by visiting www.franklintexas.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 reserve. Unless otherwise specified in writing, the Center Manager may schedule other 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 the prescribed Security Deposit indicated on the Cover Page.

**SECTION 2: SECURITY DEPOSIT**

- 2.1 Payment.** The amount of Security Deposit is indicated on the Cover Page. The Security Deposit will not be applied to the rental fee.
- 2.2 Due Date.** The reservation is not confirmed until payment of the Security Deposit is received by the Chamber.
- 2.3 Cancellations.** If the Lessee cancels a reservation of the Main Hall prior to thirty (30) days before the event, a refund of the total Security Deposit will be made. Cancellations of a Main Hall reservation within thirty (30) 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 Security Deposit will be made.
- 2.4 Refund.** A refund of the Security Deposit will be paid within two (2) weeks after the event. The Security Deposit will be reduced if needed in accordance with Section 2.5, Section 2.6, Section 2.7, Section 2.8, Section 2.9 and Section 2.10.

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- 2.5 Clean Up.** The Lessee is responsible for cleaning the premises in accordance with Section 5 of this Agreement. If extra clean up or removal of effects is required, Lessee will be billed at a rate of fifteen dollars (\$15.00) per man-hour with a twenty-five dollar (\$25) minimum charge.
- 2.6 Damages.** A full inspection of the facility will be conducted after each event to check for damages. If any are found, the Lessee will be responsible. Lessee will 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.
- 2.7 Air Conditioners/Heaters.** Failure to properly turn off air conditioners/heaters will result in forfeit of one-half (1/2) of Security Deposit.
- 2.8 Key.** Failure to return the Center key to the Center Manager in accordance with Section 5.1 will result in forfeit of total Security Deposit.
- 2.9 Rental Hours.** Failure to vacate the Center within the period prescribed in Section 5.2 may result in additional rental charges.
- 2.10 Tobacco Use.** Evidence of tobacco use in the building in accordance with Section 6.2 will result in a one hundred dollar (\$100) additional charge.

### SECTION 3: RENTAL FEES

- 3.1 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. Lessee agrees that all amounts are due and payable by cash, cashier's check, check or credit card.
- 3.2 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.
- 3.3 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 4: PROPERTY AND DECORATIONS

- 4.1 Tables and Chairs.** 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 and must remain inside the Center or on concrete areas around the Center unless specific permission to place tables and chairs on non-concrete areas on the premises has been granted by the Center Manager. 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 will not cause or permit any nails or other things to be driven into any portion of the building, or will 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 will be permitted, nor will 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 by inserting pins or tacks through the carpet into the wall behind the carpet. 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.

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### SECTION 5: OCCUPANCY

- 5.1 Key.** Lessee agrees to obtain a key to the Center from the Center Manager during the week before the event, 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 7 a.m. of the day of the rental unless other arrangements are made with the Center Manager. Unless special consent has been obtained from the Center Manager, all late-night usage of the facilities must end no later than 12:00 midnight for rentals on Sunday, Monday, Tuesday, Wednesday and Thursday and 1:00 a.m. the next morning for rentals on Friday and Saturday. 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 7).
- 5.3 Seating Capacity.** The occupant capacity of the Center is indicated on the Cover Page. It is the Lessee's responsibility to conform to these capacity ratings. Lessee will 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.** Lessee is responsible for removing all decorations and personal belongings prior to the end of the rental period specified in Section 5.2. Lessor reserves the right after the end of the rental period specified in Section 5.2 to remove from the premises all effects remaining therein. Lessor will not be liable in any way to Lessee for the removal of said effects.
- 5.5 Clean Up.** Lessee is responsible for leaving the premises in as good a condition as existed prior to their usage. Unless Lessee has paid the Center to provide Take Down/Clean Up services, Lessee is responsible for clearing the premises of any debris or food; removing all decorations and personal belongings; cleaning all 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. Failure to properly clean the premises may result in partial forfeit of Security Deposit in accordance with Section 2.5.
- 5.6 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 2.7.
- 5.7 Fire Security.** Lessee will 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.
- 5.8 Objectionable Conduct.** Lessor reserves the right at all times to eject any objectionable person or persons from the Center 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.
- 5.9 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.
- 5.10 Utilities.** Lessor will furnish, at Lessor's expense, all heat, water, and lights necessary for Lessee's use.
- 5.11 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 approved by the Center Manager 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.
- 5.12 Animals.** Lessee will not bring or permit anyone to bring into the Center any animal.
- 5.13 Solicitations.** No Lessee will solicit or collect donations at the Center without the approval of Center Manager.
- 5.14 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 will be performed in connection with any use of the Center whether amplified, televised or otherwise

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not in the mechanical recording or personal rendition, unless the sponsor of the program has first paid any fee required.

### SECTION 6: ALCOHOL AND TOBACCO

- 6.1 Alcohol.** 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. 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.
- 6.2 Tobacco.** The Center is a smoke/tobacco free facility. Smoking and other tobacco product use is allowed outside. Evidence of tobacco use in the Center will result in a partial forfeit of Security Deposit in accordance with Section 6.2.

### SECTION 7: SECURITY

- 7.1 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.
- 7.2 Compensation.** Officers will be obtained and compensated directly by the Lessee.
- 7.3 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 8: ADVERTISING OF EVENTS

- 8.1 Paid Attractions.** All advertising of paid attractions must state total admission price. The Lessee will not announce events scheduled at the Center until a 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 will be rejected or canceled at the sole discretion of the Center Manager. Any refund of Security Deposits will be at the discretion of the Center Manager.
- 8.2 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 will 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 will any such advertising material be distributed or circulated on parking facilities or walkways adjacent to the facility.

### SECTION 9: LIABILITY

- 9.1 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.
- 9.2 Property.** Neither the Chamber, nor its employees, will 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 will 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.
- 9.3 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 will render the fulfillment of this Agreement by Lessor impossible, then the term of this Agreement will end and Lessee will be liable for rental fees only up to the time of such termination.

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**9.4 Disasters.** In the event of a disaster in the Franklin, Texas area, the Chamber reserves the right to use the Center as needed for an Emergency Day Shelter. In such event, the term of this Agreement will end and Lessee will be liable for rental fees only up to the time of such termination.

**SECTION 10: COMPLIANCE WITH LAWS**

**10.1 Laws.** Lessee will 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.

**10.2 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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