

#16,798



RENTAL AGREEMENT

FILED FOR RECORD at 12:30 o'clock P M

JUN 14 2021

JENNIFER LINDENZWEIG County Clerk, Hunt County, TX By [Signature]

NAME: Hunt County Commissioners Court
ADDRESS: 2507 Lee St., First Floor - Room 107, Greenville, TX 75401
PHONE: 903-408-4195 E-MAIL: jsims@huntcounty.net / heather@scottraylaw.com

TYPE OF ORGANIZATION/RENTAL: County government rental for public hearing.
Please list the names and phone numbers of 2 responsible adults who will be present at the function:

- 1. Daniel W. Ray - 903-454-0044
2. Jessica Sims - 903-408-4146

Rental Date: July 13, 2021 Day of Week: Tuesday
Fiesta Room? No Dressing Rooms? No Public Event? Yes
Will you need the GMA to sell tickets? No

Hours of Rental: LOAD IN: 5:00 pm DOORS OPEN: 6:00 pm SHOW TIME: 7:00 pm LOAD OUT: 10:00 pm
Tables Needed: (no tables are allowed in main lobby level) LOWER LEVEL QUANTITY FIESTA ROOM QUANTITY
Chairs Needed: (no chairs are allowed in the main lobby level) LOWER LEVEL QUANTITY FIESTA ROOM QUANTITY

Will you be selling merchandise? No.
Will you be selling concessions? No. Will you be selling alcohol? No.
Will you be "Live Streaming"? Yes. If yes to alcohol, who is obtaining the license and police security?
If so, do you need a Hard Wire Connection? security?

Do you need Technical Support? If so, we have multiple options for you to work with. We recommend the following companies and have a list of additional approved options available from the Venue Manager:

- Bloom Theatrical - Pip Bickford (phone 903-335-2812, e-mail: pip@bloomtheatrical.com)
Dudes Music - Danny Beaver (phone 903-821-5656, e-mail: danny@dudesmusic.com)
Integrity Audio Visual & Productions - Joel Hydrick (phone 214-329-8001, e-mail: integrityavp@gmail.com)

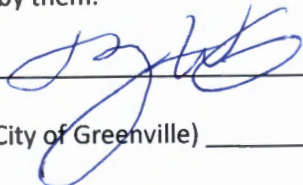
Fee Schedule	Total Fee	Date Due	Date Paid
Deposit	\$500		
Rental Fee			
Fiesta Room			
Hard Wire Connection Fee			
Ticket Selling Fee			
*GRAND TOTAL			

*See Attached Fee schedule for a detailed breakdown

The undersigned applicant/user hereby applies for a reservation at the City of Greenville Municipal Auditorium for the above listed date(s) and time(s). By signing below, the applicant/user agrees that he/she is authorized to negotiate and sign this agreement on behalf of the individual group, or organization renting the facility. Applicant/user agrees that the individual, group or organization will observe the policies stated on page 3 of this agreement. The City of Greenville is not responsible or liable for any lost, stolen, or damaged property belonging to the applicant/user or any person or persons attending an event at the auditorium.

Lessee hereby releases and shall indemnify and hold harmless Lessor, its officer, employees and agents, from and against any and all claims, losses, damages, causes or actions, suits and liability of every kind, including expenses of litigations, court costs and attorney's fees, for injury to or death of any person, or for damages to any property, arising out of or in connection with the Lease, where such injuries, death or damages are caused by Lessor's sole negligence or the joint negligence of Lessor and any other person or entity.

Applicant/user states that he/she has read the rules and regulations below and on pages 3 - 4 of this agreement and agrees to abide by them.

SIGNED (Lessor)  _____ DATE 6-14-21

APPROVED BY (City of Greenville) _____ DATE _____

Auditorium Rental Rules and Regulations

The Greenville Municipal Auditorium is a municipally owned performance venue. The Auditorium is committed to providing quality entertainment and arts to its patrons. The auditorium is currently equipped to host music, theatre, dance, and other types of events. For questions and inquiries, please call the Venue Manager or City Manager.

DEPOSIT & RENTAL FEES

1. A \$500 damage deposit is due with signed contract upon rental. Cash, check, and credit cards are accepted.
2. All remaining rental fees must be paid within 72 hours of event.
3. If rented within 30 days of event, the full deposit and rental fee is due at contract signing.
4. Requested hours of use must include the amount of time it will take to set up, hold the function, take down and vacate the building.

CANCELLATION & CHANGE OF DATE POLICY

1. In the event that the Greenville Municipal Auditorium determines it necessary to cancel an event due to fire, repair, strike, or any other casualty or other unforeseen occurrence prior to the event, the rental fees and damage deposit will be refunded.
2. If an event is cancelled by the City of Greenville due to Lessee's misuses of the facility, there will be no refund of the damage deposit or rental fees.
3. If an event is cancelled by the Lessee within 30 days prior to the event, no rental fees will be refunded.
4. Changes made within 30 days of the event are subject to the Venue Manager or City Manager's approval.

RENTING POLICIES

1. The Greenville Municipal Auditorium reserves the right to refuse service, cancel any activity and/or increase fees of deposit based on the type of function being held or on Lessee's past rental history.
2. Lessee must be at least 21 years of age.
3. The auditorium cannot be rented within 7 days prior to an event.
4. Lessee shall not admit to premises a larger number of persons than allowed by the fire code building capacity of 1,439.
5. Lessee shall not bring in or be allowed to bring in anything that will increase the fire hazard or rate of insurance of the building or property thereon.
6. Lessee shall not obstruct any portion of the sidewalks, entries, halls or vestibules or ways of access to the public utilities of this building.
7. Lessee shall not use or permit the premises to be used for sleeping or lodging purposes, nor shall Lessee bring or keep any animal or animals upon the premises or permit the same to be brought into the premises unless approved in advance by the Venue Manager or City Manager.
8. Lessee accepts the building, its furnishings, fixtures and equipment in their present condition and state of repair and agrees that, upon the end of the rental term, the building will be vacated and surrendered in the same condition as it is now in.
9. Lessee is liable for the building and its furnishings, fixtures and equipment during the reserved time.
10. All repairs and/or replacements required to return the building, its furnishings, fixtures and equipment to its present condition will be at the expense of the Lessee. Lessee must be present during the function.
11. Lessee will inform Venue Manager or City Manager of all vendors, contractors, and service people being utilized in connection with the event.
12. Lessee shall not broadcast or televise any event or portion of event without first securing the consent of the Venue Manager or City Manager. In the event requisite consent is given, installation and removal of all equipment shall be at the expense of Lessee and subject to the supervision of the Venue Manager or City Manager.
13. Public Restrooms, offices, and other rooms in the municipal building are not to be used as dressing rooms. The dressing rooms located back-stage are free to use with venue rental.
14. The lower level or City Hall portion of the building IS NOT INCLUDED in your rental unless approval is obtained from the Venue Manager AND City Manager.
15. An auditorium attendant is required to be present during the hours of rental. This includes rehearsals, load in, load out, and the hours of the actual event.

TICKETING

1. If the GMA is selling your tickets, all tickets shall be sold through the venues current ticketing agency and a \$1 per ticket sold fee will be added to your overall rental bill. If you are selling your own tickets, this must be approved by the Venue Manager or City Manager.

PARKING

1. Free parking is available on the streets surrounding the municipal building, and also in all City of Greenville Parking Lots. Parking is NOT ALLOWED at the Post Office Parking Lot nor in any spaces marked RESERVED. Cars parked in these spaces will be towed at the owners expense.

CONCESSIONS & MERCHANDISE

1. Lessee may sell concessions and merchandise with the approval of the Venue Manager or City Manager. Concessions and merchandise may only be sold from the booth located in the auditorium lobby. Any other location must be approved by the Venue Manager or City Manager
2. The sale of alcohol at auditorium events may be allowed with permission of the Venue Manager or City Manager. A licensed police officer must be hired and paid for by the Lessee for any and all events of which the consumption or serving of alcohol is a part. The city police department officer is required to be present during the entirety of the event. The serving, consumption, possession, storage, and/or sale of alcoholic beverages must be in compliance with all state and local laws, including the Texas Alcohol and Beverage Code governed by the state alcoholic beverage commission (TABC).
3. The Lessee must get approval by the Venue Manager or City managers for their alcohol vendor.
4. Absolutely NO FOOD is allowed inside the auditorium. The only beverages allowed inside the Auditorium are bottled water, or beverages contained in a GMA non-spill cup. These cups can be obtained from the Venue Manager for a \$1 fee per cup.

DECORATIONS AND TECHNICAL SPECIFICATIONS

1. All decorations and plans must be approved by the Venue Manager or City Manager no later than 30 days prior to the event.
2. No props may be constructed nor painting done on the rented premises.

3. The use of nails, thumbtacks, staples, or glue for installing sets props within the Greenville Municipal Auditorium is not allowed.
4. Gaffers tape is the only acceptable tape allowed for any area in the auditorium, on stage, or backstage.

GREEN ROOM

1. The Green Room may be used upon request.
2. The furnishings in the Green Room are permanent fixtures of the auditorium. Furniture may not be removed or altered.
3. If Lessee would like, the Green Room can be locked to eliminate liability.

FIESTA ROOM

1. The Fiesta Room may be used for an additional fee of \$100 as a dressing room or for a conference.
2. Catering of food service or meals for participants in event are ONLY ALLOWED in the Fiesta Room and must be approved by the Venue Manager or City Manager.

INSURANCE

1. The Greenville Municipal Auditorium requires liability insurance at Lessee's expense and proof of such insurance policy must be reviewed by the Venue Manager no later than 30 days prior to beginning of the rental period. The limits of the policy will be determined by the Venue Manager or City Manager.

Lessee shall comply with all laws, statutes, ordinances and regulations of the United States, the State of Texas and Lesser. Lessee shall obtain and pay for all required permits and licenses, Lessee shall not permit or suffer the commission of the violation of any law, statute, ordinance, or regulation.