

**Waxahachie Civic Center**  
P.O. Box 757, 1950 I-35E, Waxahachie, Texas 75168  
(972) 938-3434 - Fax 1 (972) 923-1085



THE STATE OF TEXAS  
COUNTY OF ELLIS  
CITY OF WAXAHACHIE

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Waxahachie, acting by and through its Civic Center Director, hereinafter called Lessor, and \_\_\_\_\_, hereinafter called Lessee, witness:

I. That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby grant unto the Lessee the right to use and occupy the following described space, facilities and premises located in the Waxahachie Civic Center and grounds, City of Waxahachie, County of Ellis, Texas, to wit:

to be used for the purpose of \_\_\_\_\_ and for no other purpose without the written consent of the Lessor for a term commencing at \_\_\_\_\_ o'clock \_\_\_\_\_m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and terminating at \_\_\_\_\_ o'clock \_\_\_\_\_m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, together with the further right of access to, and a limited use thereof for \_\_\_\_\_ hours prior to the hour first stated and \_\_\_\_\_ hours after the last stated, for the purpose of putting in equipment, preparing the premises and equipment for use, and packing up and removing equipment afterwards.

II. Lessee hereby covenants and agrees to pay to Lessor, at its office, for use of said premises:

a. The sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), or \_\_\_\_\_% of the gross receipts of such performance or event, whichever amount is greater.

b. And additional charges as follows:

Space _____	_____ \$ _____
Early move in (1/2 Reg. Rate) _____	\$ _____
Late move out (1/2 Reg. Rate) _____	\$ _____
Security officers _____	\$ _____
Stage _____	\$ _____
Misc. _____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL</b> _____	<b>\$ _____</b>

c. The balance due, if any, on a percentage basis for a ticketed event, shall be paid immediately after the holding of the performance or event. Such payment to be supported by a detailed box office statement; and Lessee further covenants and agrees to pay to Lessor on demand any and all sums which may be due to Lessor for additional services, accommodations or materials furnished to or loaned to Lessee, a copy of the request by Lessee for additional services, if any, is attached hereto and made a part hereof for all purposes, and Lessee agrees to permit the Civic Center Director, in case of failure to pay any sum due to Lessor, to take from the box office receipts belonging to Lessee, a sufficient amount to pay said sums to Lessor.

III. The Civic Center Director reserves the right to refuse rental and facilities of the Waxahachie Civic Center unless full payment is made as stipulated in this contractual agreement.

IV. This agreement is made and entered into upon the following covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to and with the Lessor to keep and perform:

1. Indemnities and Insurance:

(a) Lessee hereby covenants and agrees to hold harmless and relieve and discharge the City of Waxahachie, its officers and employees, from any and all liability for loss, injury, or damages to any person or persons for personal injuries or death of any person or persons, or loss or damage to property occasioned by or sustained by reason of the occupancy and use of the Waxahachie Civic Center and/or the facilities thereof.

(b) Lessee hereby covenants and agrees to pay for any and all damage to the Civic Center building and damage to or loss of any of the property or equipment of the Civic Center or for any other City property, resulting **either directly or indirectly** from such occupancy or use of the Civic Center, by or through the negligence and/or the acts of Lessee, his agents, employees or any person or persons participating in or attending the performance, attraction, event or affair in connection with or during said use and occupancy.

(c) Lessee at the discretion of Lessor, shall secure at its own expense and provide Lessor with evidence that it has comprehensive public liability insurance for bodily injury or death in the minimum amount of One Hundred Thousand and No/100 (\$100,000.00) Dollars for injury to one person and Three Hundred Thousand and No/100 (\$300,000.00) Dollars for any one accident, and property damage insurance in an amount of not less than Five Thousand and No/100 (\$5,000.00) Dollars, written and issued by an insurance company authorized by the State Board of Insurance at Austin, Texas, to do business in the State of Texas. **Lessor shall be named as co-insured or as additional insured in said policy of insurance.**

(d) Lessee shall at the discretion of the Civic Center Director procure Workmen's Compensation Insurance protecting the agents and/or employees of Lessee as required by the laws of the State of Texas. Lessee agrees to pay or cause to be paid all compensation, medical, or hospital bills which may become due or payable thereunder, and to protect and indemnify

Lessor from and against any and all liability by reason of injury to the agents and/or employees of Lessee.

**(e) Alcohol. At any time alcoholic beverages are being consumed in the Civic Center, Lessee will be required to have City Police officers on duty 30 minutes before the function until 30 minutes after function and one security per 100 guests at Lessee's expense.**

## 2. PREMISES

(a) Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the premises hereinabove specifically described for the purpose and for the term aforesaid, including corridors necessary to accommodate patrons, and restroom conveniences customarily open to the general public.

(b) Neither the halls nor ramps of said building or premises, nor the sidewalks, entrances or lobby thereof shall be obstructed by Lessee nor used for any other purposes than **ingress or egress**, and Lessee will not permit any chairs or moveable seats to be or remain in the passageways, and will keep such passageways clear at all times.

(c) Lessor, through its Civic Center Director, police officers, firemen and other designated representatives, shall have the right at any time to enter any portion of the premises hereinbefore described for any purpose whatsoever and the entire Civic Center building and facilities, including the premises expressly covered by this agreement, shall at all times be under the charge and control of the Civic Center Director, or his authorized agent. The keys to the premises shall remain in possession of Lessor or its Civic Center Director, but during the period covered by this agreement, the entrances and exits of the premises shall be locked under the direction of Lessee in accordance with the terms of this contract.

(d) Lessee shall not assign this agreement or any part thereof, nor suffer any use of said premises other than herein specified, without the written consent of Lessor.

(e) If the Lessee, being entitled to possession hereunder shall fail for any reason to take possession of or use the premises **without the written** consent of Lessor, **no rent refund** shall be made and any payment made to Lessor shall be taken by Lessor and the full rent called for by this agreement, including any disbursements or expenses incurred by Lessor in connection therewith, shall be payable by the Lessee to the Lessor.

(f) In case the premises covered by this agreement, or the building of which such premises are a part be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other cause herein specified shall render the fulfillment of this contract by Lessor impossible, then the term of this contract shall end and Lessee shall be liable to pay rent only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

(g) The Lessee accepts such premises as suitable for the purposes for which same are leased and accepts the building and each and every appurtenance thereof, and waives defects therein and agrees to hold Lessor harmless from all claims for any such damage.

(h) The lessee shall return the facility as closed to the condition it was received. Any major repair or outside cleaning cost will be passed on to the lessee. All trash must be bagged and removed after the event is completed in the civic centers outside dumpster. Bags will be provided by the center. The time it takes to clean is part of the event time and if more time is needed additional cost will occur.

## 3. EXPIRATION OF LEASE:

(a) At the expiration of this lease, as hereinbefore set forth, Lessee shall quit the premises and return to the Civic Center Director all equipment and facilities procured in as good condition and repair as when acquired except for ordinary wear and use.

(b) Lessor reserves the right after the termination of the time for which the said premises are rented by this agreement to remove from the building all effects remaining therein and to store the same wherever it sees fit in its name, or at its option, in the name of Lessee but at the **cost, expense and risk of Lessee**, and Lessor shall not be liable in any way to Lessees on account of so removing and storing any such effects. For such additional period beyond the term of this agreement as any effects of Lessee may so remain in the building Lessor shall be entitled to charge a sum per day.

## 4. UTILITIES:

(a) Lessor shall furnish at Lessor's expense, heat, water, lights and air conditioning necessary for Lessee's use during the term of this contract deemed necessary by the Civic Center Director, and all necessary janitor service deemed necessary by the Civic Center Director and cause the premises hereinabove described to be kept clean and generally cared for during the term of this contract, except that Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights or air conditioning due to an act of God or the failure of equipment to operate or function properly through no fault or act of Lessor. All utilities will be furnished from present openings on the premises covered by this agreement, and no gasoline, oil flashlights or any other artificial lighting or light plants or electrical equipment shall be permitted. No engine, motor or machinery shall be operated on the premises without the written consent of the Civic Center Director.

(b) Unless otherwise authorized by the Civic Center Director, all plumbing, electricity, or carpenter work to be done on the premises in connection with the use authorized herein and all electrical current or domestic gas required shall be done or furnished by Lessor, or its approved representative, for which Lessee shall pay Lessor for on the basis of the rates set forth in the schedule of rates on file in the office of the Civic Center Director. Any connection or disconnection to the above systems must be completed by the Waxahachie Civic Center's technician. All electrical equipment must be U.L. and City of Waxahachie approved. Access to equipment rooms or utility boxes are prohibited without authorization from a facility staff member.

5. **CONCESSION SALES. Lessor reserves unto itself for its assigned agents the sole right to:** (a) Sell or dispense programs, librettos, periodicals, books, magazines, newspapers, soft drinks flowers, tobaccos, candies, foods, phonograph records, clothing articles, snack foods, novelties, or any related merchandise commonly sold or dispensed in the Civic Center.

(b) Lessor or its assigned agents shall allow the Lessee or its authorized representative to dispense or sell the said items only on written consent of the Civic Center Director or Lessor's agent. Lessee agrees to pay to Lessor or its agent a percentage of the gross sales receipts on the basis of the rates set forth in the schedule of rates on file in the office of the Civic Center Director.

6. **PARKING LOTS.** Lessor reserves the right to maintain and operate the Civic Center parking lots located within the area under the supervision and control of the Civic Center Director.

**7. PERSONNEL.**

(a) Rental of the premises hereinabove described at the rates provided shall not entitle the Lessee to any personal service in connection with the staging of the event or attraction for which the permit is issued, provided, however, that the Civic Center Director may in his discretion, furnish at no extra cost, the services of those employees of the City of Waxahachie who are regularly employed as a part of the Civic Center Staff, but such service shall not include extra services not normally provided by the Civic Center and not normally performed by the Civic Center Staff. Lessee shall hire and pay the salaries of all other employees required in connection with the event of attraction including the salaries of all stage employees, front lamp operators, projectionists, ticket takers, ushers, doormen and off duty Waxahachie Police, County Deputies or State Troopers.

(b) Lessor reserves the right at all times to control the ushers, gatemen, ticket takers and all other employees of Lessee and the right to remove from the premises any and all such employees of Lessee and the right, with its officers and agents, including police officers, to eject any objectionable person or persons from the building and premises. Lessee hereby releases, relinquishes and discharges, and agrees to indemnify, protect and save harmless Lessor, of and from any and all claims, demands and liability for any loss, damage or injury to said ushers, gatemen, ticket takers, invitees and all other employees of Lessee arising out of the exercise of this authority; and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the City of Waxahachie and its officers and employees on account thereof.

8. **PROGRAM REQUIREMENT.** Lessee shall file with the Civic Center Director, at least ten (10) days prior to holding the performance or attraction authorized herein, a full and detailed outline of all facilities required, all stage requirements, the corridor, public address system, spotlight requirements, estimated attendance and chair set-up and such other information as may be required by the Civic Center Director concerning such event or attraction.

9. **SCHEDULING.** Unless otherwise specified in writing, the Civic Center Director shall be privileged to schedule other similar events both before and after the dates of this contract without notice to Lessee. All reservations made for the purpose of rehearsing shall be subject to cancellation by the Civic Center Director with 24-hour notice when it is in the best interest of the Civic Center Director and the City of Waxahachie.

10. Lessee shall not sell or distribute or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility or facilities hereinabove described.

11. **TICKET PRICES.** Lessee is required to sell all tickets at the prices advertised, and no deviation will be allowed unless approved by the Civic Center Director, when said sales are subject to a percentage.

12. **OPENING HOURS.** Lessee must open the doors of his attraction as advertised unless otherwise agreed upon as necessity indicates.

13. **INTERMISSION.** Lessee agrees that for all programs lasting two hours or more, excepting religious services or other engagements specifically excluded, an intermission of not less than twenty (20) minutes shall be held, subject to modification by the Civic Center Director when necessary to meet unusual conditions.

**14. CONDUCT OF ENTERTAINERS AND SHOW MANAGERS WITH YOUNG PEOPLE'S ATTRACTION.**

(a) Entertainers are to sign no autographs or leave the backstage and dressing room areas except to appear on stage for performance.

(b) No souvenirs or novelty items should be sold that lend themselves to being thrown.

(c) Conduct of entertainers while giving their performance should not be such as to deliberately indicate or entice patrons to leave their seats, or tend to create hazardous, uncontrollable crowd situation. Examples of conduct to avoid should be physical contact with members of the audience; throwing of items and souvenirs to audience or picking up items thrown by audience.

(d) Emcees are instructed to admonish crowd and make appeals for good conduct indicating consequence to those who leave their seats.

(e) Level of illumination in seating area must be sufficient to allow surveillance of the crowd and to readily detect disturbances.

INITIALS \_\_\_\_\_

15. **EXHIBIT ENTRANCES.** All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the hereinabove described premises only at such entrances as may be designated by the City Center Director.

16. **MOVIE PROJECTORS.** No moving picture machines or films in excess of 16mm. size or any nitro-cellulose film will be permitted in the Civic Center Building unless same shall have been first approved by the Civic Center Director and the fire marshal for the City of Waxahachie.

17. **TICKET AND ACCOUNT CONTROL OF LESSEE.** In connection with any use of the Civic Center facilities upon a percentage basis, the Civic Center Director shall have the right, whether such right is expressly mentioned in the lease or not, to prescribe the form of tickets, accounts, records, and reports that shall be used by Lessee in staging the event or attraction and in accounting for the gross receipts thereof, and at any and all times make, by himself or by his authorized representative such investigation or inspection of any or all of Lessee's tickets, accounts, records, and reports as may, in his opinion, be required for the purpose of verifying the amount of such gross receipts. Whether provided in this lease, or not, the Lessee shall secure all admission or other tickets from a bonded ticket printing company with the approval of the Waxahachie Civic Center Director, and Lessee shall direct that said ticket company transmit the ticket manifest directly to the Civic Center Director, and samples of all passes and the number of passes which may be issued must meet with the approval of the Civic Center Director, Lessee shall be required to account for the unpaid admission in excess of the approved number of passes, as though the full admission charge had been paid therefor. Lessee shall pay all taxes on tickets used in connection with the performance, exhibition or entertainment.

18. **HANDLING OF FUNDS.** In the handling, control, custody and keeping of funds, whether the same are received through the box office or otherwise, the Civic Center Director is acting for the accommodation of Lessee, and as to such funds the Civic Center Director and/or the City of Waxahachie shall not be liable to Lessee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft or defalcation is caused or done by employees of the City of Waxahachie or otherwise; nor shall any officer or employee of the City of Waxahachie be liable for any loss, theft or defalcation of such funds unless he willfully caused or permitted the same or unless it was proximately caused by his own gross negligence.

19. **FIRE HAZARDS.** Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything that will increase the fire hazard or the rate of insurance on the said building or premises therein. Lessee shall not bring or permit any person to bring into said building or premises any animals or any other property of any kind, without the consent of the Civic Center Director and shall not place or put up any decorations without the consent of the Civic Center Director. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, equipment or other things placed therein without the consent of Lessee.

20. **FIRST AID** Any event that estimates 1000 or more participants, lessee is to provide certified first aid personnel during the event time. An approved list of EMT's is available or the lessee can choose an outside source as long as a 30-day written notice is given (See Contractors Requirements). Lessee assumes total responsibility for the qualifications and actions of first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with the Waxahachie Civic Center before close of business day.

21. **HANDING OR POSTERING.**

(a) Lessee will not cause or permit any nails or other things to be driven into any portion of any building in the Civic Center, nor any signs to be affixed either to the exterior or interior thereof or to any property thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the Civic Center or the furnishings or equipment thereof, or the adjoining city owned parking areas, nor do, nor permit to be done anything which will damage or change the appearance of any building or the furnishings thereof. Lessee shall pay the cost of repairing any and all injury and damage which may be done to the said buildings or any of the fixtures, or furnishings, or equipment thereof by any act of Lessee or any of its employees or agents or anyone visiting the premises upon the invitation of the Lessee including all patrons of the attraction or function for which Lessee is hereby renting the premises hereinabove described. It is expressly agreed that the Civic Center Director shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this agreement, Lessee is to be held responsible. The decision of the Civic Center Manager shall be final.

(b) If in connection with the purpose or use for which Lessee is renting the premises any of the permanent seats, any portion of the stage, or floor, or ceiling tiles, or other furnishings or fixtures are moved or removed, Lessee agrees to pay the cost of replacing the same and putting them back in the same condition and place as they were before such removal.

(c) Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards, or printing of any description, inside or in front, or on any part of any Civic Center Building, except upon any regular billboard or similar area provided by the Lessor therefor, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards, or printing of any description upon said billboards or similar areas as relate to the performance or exhibition to be given in the said premises; and Lessee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters, or card or printing of any description objected to by said Lessor or its Civic Center Director.

22. **LICENSES AND LAWS.** Lessee shall comply with all laws of the United States, and the State of Texas, all ordinances of the City of Waxahachie and all rules and requirements of the Ellis County Sheriff's Department, City Police and Fire Departments, or other county or municipal authorities in Ellis County and the City of Waxahachie, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on the hereinabove described premises during the term of this agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of Lessee is called to any such violation on the part of said Lessee, or of any person employed by or admitted to said premises by said Lessee, such Lessee will immediately desist from and correct such violations.

23. BROADCASTING. No Lessee shall broadcast or telecast or authorize or permit to be broadcast or telecast from the hereinabove described premises or any Civic Center property or the adjoining city owned parking lots over any radio or television system any part of any event or program or speech of whatsoever nature, until and unless the Civic Center Director shall grant his written permission therefor. Written permission will not be required for radio or television stations to tape or film segments of the performance, event, program or speech for news reporting purposes.

24. POLICE PROTECTION. Lessee shall furnish salaried security personnel for such police protection as may be required by the Civic Center Director during the occupancy of such Lessee, and if any Lessee fails or refuses to furnish salaried security guards for police protection satisfactory to the Civic Center Director, the Civic Center Director may furnish same and charge the cost thereof to Lessee.

25. LOST ARTICLES. The Civic Center Manager or his representative shall have the sole right to collect and have the custody of articles left in the premises hereinabove described by persons attending any performance, exhibition, or entertainment given or held in the premises, and the Lessee or any person in the Lessee's employ shall not collect nor interfere with the collection or custody of such articles.

26. STORAGE. Lessor assumes no responsibility whatsoever for any property placed in or on said premises, and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to persons or property that may be sustained by reason of the occupancy of said premises under this agreement; and all watchmen or other protective service desired by the Lessee must be arranged for by special arrangement with the Civic Center Director.

27. ILLEGAL PERFORMANCE. Lessee hereby agrees that no performance, exhibition or entertainment shall be given or held in the premises herein described which is illegal, indecent, obscene or immoral, and should any such exhibition or performance or any part thereof be deemed by the Civic Center Director to be illegal, or indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities then the said Civic Center Director on the part of the Lessor, shall have the right to demand of Lessee that he immediately delete such portions of the production as have received such criticism, or to rewrite or have changed the said attractions so that it will not be publicly offensive and the Lessee agrees immediately upon receipt by it of such notice to make such changes.

28. ADVERTISEMENTS. Lessee shall not circulate or publish or cause to be published or circulated any advertisement, tickets, placard, or other written or printed matter wherein Lessor's name or the Civic Center is mentioned or referred to without first having obtained written consent and approval of the Civic Center Director.

29. Lessee will not sell or allow beer, wine, or any liquors of alcoholic content to be sold, given away or used upon said premises without the prior written consent of Lessor, and then only in accordance with the rules and regulations promulgated by Lessor or its Civic Center Director and in compliance with the laws of the State of Texas regulating the sale and use of alcoholic beverages.

30. RULES AND REGULATIONS. Lessee and its agents, employees and contractors shall abide by and conform with all of the provisions of the City of Waxahachie, and all Federal, State or County laws, statutes ordinances, resolutions or regulations which are applicable to the use and occupancy of the premises under this lease or the conduct by Lessee of its operations hereunder.

31. DEFAULT, CURE, ACCELERATION. The Lessee covenants that if it shall fail to pay any installment of rent or any part thereof at the times above specified or fails to perform any other covenant contained herein, or if Lessee shall make an assignment for the benefit of creditor or if a petition shall be filed to have it adjudicated a bankrupt, whether voluntary or involuntary, or if an execution issue against Lessee and it shall fail to procure a stay thereof within thirty (30) days after the entry of same or otherwise fail to satisfy a judgment against it then and in such event this lease, at the option of the Lessor, shall cease and terminate and Lessor may, but shall not be required to, lease the premises to others. In the event of such termination, the entire unpaid portion of the total rental as set forth in Article II of this lease shall thereupon immediately become due and payable. It is specifically provided and agreed, however, that the failure of Lessor to enforce any or all of its remedies in the event of one breach or repeated breaches by Lessee of any of the provisions of this lease shall not constitute or be deemed to be a waiver by Lessor of any such remedies in the event of additional breaches or violations by Lessee.

32. ATTORNEYS' FEES. Lessee agrees to pay ten (10) percent attorneys' fees on any amount payable by it under any part of this entire agreement which may be collected by suit.

IN WITNESS WHEREOF, said City of Waxahachie, a city in the State of Texas, acting through its Civic Center Director, Lessor, and \_\_\_\_\_, Lessee have caused these presents to be signed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF WAXAHACHIE, LESSOR

\_\_\_\_\_

Lessee

by \_\_\_\_\_

by \_\_\_\_\_

Waxahachie Civic Center Director