



## LEASE AGREEMENT FOR LINWOOD GILLILAND COMMUNITY ROOM & KITCHEN

This agreement is made and entered into by and between the City of Lake Dallas (“City”) and the Lessee to enable Lessee to use and occupy the Linwood Gilliland Community Room and/or Community Kitchen at Lake Dallas City Hall at 212 Main Street, Lake Dallas, Texas, on the terms and conditions set forth herein.

1. Grant. City hereby grants Lessee permission to utilize the Linwood Gilliland Community Room and/or Community Kitchen (the “Contract Premises”) and incident portions of Lake Dallas City Hall to conduct its event or program in the manner and during the term hereinafter specified.
2. Contract Premises. For purposes hereof, the Contract Premises shall mean that portion of City Hall described and marked as the Linwood Gilliland Community Room and/or Community Kitchen and necessarily includes the use of the parking lot, public hallways, and bathrooms of the building at 212 Main Street. The leased premises do not include access to or the use of any other part, room, hallway, or facility at the City Hall. Lessee shall have exclusive use of the Contract Premises on the date and for the times specified on the Reservation Form in order to conduct its event. Lessee shall have no right or access to the Contract Premises at any other time.
3. Protection Against Accident to Employees and the Public. The Lessee shall at all times exercise reasonable precautions for the safety of employees, participants and others on or near the Contract Premises and shall comply with all applicable provisions of federal, state, and municipal safety laws.
4. Release, Indemnification and Waiver. Lessee assumes full responsibility for all injury, damages and losses that may arise, directly or indirectly, from Lessee’s event and the conduct of Lessee’s agents, employees, guests and invitees. The City of Lake Dallas shall not be liable to Lessee, its employees, members, participants, spectators, customers or other persons or entities for any damage or loss to person or property caused by any act, omission or negligence of Lessee or its members, participants, employees, spectators or agents. Lessee shall defend, indemnify and hold harmless the City and its officers, agents, and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, breaches of contract, demands, suits, judgments and costs, including reasonable attorney’s fees and expenses, of any kind or nature in any way arising out of or resulting from the performance of this Agreement, Lessee’s use of City property, equipment or facilities, or caused by any act, omission or negligence of the Lessee, its officers, agents, employees, contractors, subcontractors or invitees.
5. Policies and Procedures; Laws and Ordinances. The Lessee shall at all times observe and comply with all federal, state, and local laws, ordinances, codes, regulations and all facility policies and procedures, and any changes or amendments thereto made following the effective date of this Agreement, which in any manner affect the Lessee or its operations or programs, and shall indemnify, defend and hold harmless the City from and against any claim arising from the violation of any such laws, ordinances, codes, regulations, policies and procedures, whether by the Lessee, its agents or employees, its guests and invitees.

6. Restrictions on Use. The use of the Contract Premises by Lessee and Lessee's agents, employees, guests and invitees, shall be subject to the following restrictions:
  - (a) Lessee shall at all times comply with the Policies and Procedures applicable to the Contract Premises.
  - (b) Use of the Fryer in the Community Kitchen is prohibited.
  - (c) Maximum occupancy limits shall not be exceeded at any time.
  - (d) Lessee shall at all times conduct its activities hereunder in a safe, wholesome, diligent and efficient manner. **No alcoholic beverages** shall be permitted or consumed on the premises.
  - (e) Lessee shall not cause or permit any illegal activity to be conducted upon the Contract Premises.
  - (f) Lessee shall affix no signs to the exterior portion of the Contract Premises. Lessee shall affix no signs to the interior of the Contract Premises without the prior written consent of the City.
  - (g) Lessee shall make no changes or structural alterations to the Contract Premises without prior written consent of the City. Lessee shall be responsible for any damages to the Contract Premises resulting from use or occupancy thereof by Lessee, its agents, servants or invitees.
  - (h) Lessee shall not allow the use of pyrotechnics for special effects purposes, and shall not use or employ any device or equipment or engage in or permit any activity that may cause or present, directly or indirectly, an unreasonable or foreseeable risk of harm, injury, damage or loss.
7. Reservation of Rights. The City of Lake Dallas, acting in the interest of public safety and on behalf of the City of Lake Dallas reserves the right to cancel any activity and at any time may require Lessee to meet other reasonable conditions as the need arises.
8. Termination. Notwithstanding and foregoing, the City shall have the right to terminate this Agreement at any time, for convenience with or without cause and without penalty, upon thirty (30) days written notice to Lessee, or immediately for any inappropriate behavior. Lessee shall have the right to terminate this agreement in accordance with the terms to the Facilities Use Guidelines applicable to the Contract Premises. In no event, however, shall any such termination give rise to any claim or cause of action against the City by Lessee, whether for lost profits, costs, overhead, or otherwise.
9. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, and the exclusive venue for any legal proceedings or cause of action involving or under this Agreement shall be in the courts of proper jurisdiction of Denton County, Texas.
10. Assignment and Subletting. Lessee agrees to retain control and to give full attention to the fulfillment of this Agreement, and that this Agreement will not be assigned, franchised or sublet without the prior written consent of the City.
11. Hindrances & Delays. No claims shall be made by the Lessee for damages resulting from hindrances or delays from any cause during the progress of any portion of the operations or activities embraced in this Agreement.

12. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Each signatory to this Agreement represents that he/she has the requisite authority to sign this Agreement in the capacity stated.

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| <p style="text-align: center;"><b>***<u>PROHIBITED ACTS</u>***</b></p> <p style="text-align: center;"><b>NO USE OF COMMUNITY KITCHEN FRYER</b></p> <p style="text-align: center;"><b>NO ALCOHOLIC BEVERAGES ON CITY PROPERTY (Lake Dallas Municipal Code Sec. 14-94)</b></p> <p style="text-align: center;"><b>NO SMOKING IN BUILDING</b></p> <p style="text-align: center;"><b>NO DAMAGE TO CITY PROPERTY</b></p> |
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13. Lessee acknowledges receipt of Policies & Procedures with Lease Agreement. EXECUTED in single or multiple originals on the date indicated below.

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

Lessee (Print Name): \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

ACCEPTED:

CITY OF LAKE DALLAS

By: \_\_\_\_\_

Title: \_\_\_\_\_