

# *The Palladium*

729 Austin Avenue

Waco, Texas 76701

## **RENTAL AGREEMENT**

THIS AGREEMENT, made and entered into by and between the Management of The Palladium, hereinafter called Lessor, and the Lessee as identified in page 6 of this Agreement.

### **WITNESSETH:**

1. **Right to Use Facility:** That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by Lessee of all such covenants and agreements, the Lessor does hereby grant unto the Lessee the right to use and occupy The Palladium, 729 Austin Avenue, Waco, Texas 76701, hereinafter "Hall" on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. Lessee is to use the Hall for the purposes indicated and for no other purpose without the written consent of the Lessor for the terms indicated.
2. **Payment of Rental Fee:** Lessee hereby covenants and agrees to pay to Lessor the amounts specified in section 32 of this Agreement for the use of the Hall plus any additional charges for other services or equipment. In case of failure to pay any sum due to the Lessor within thirty (30) days after use of the facility, Lessee may be billed all costs of collection, including attorney's fees. Additionally, Lessee will not be leased any portion of the facility in the future until all past due sums are paid.
3. **Method and Manner of Payment:** It is agreed that Lessee shall upon execution of this Agreement, pay a nonrefundable deposit equal to ½ of the room rental fee by cash, check, or credit card. The total remaining event balance in cash, check, or credit card will be paid not later than two weeks prior to use of said facilities. Failure to pay this remaining event balance will result in a twenty five dollar (\$25) a day late fee and could also result in cancellation of this Agreement at the option of the Lessor. If the Lessee, being entitled to possession hereunder, fails for any reason to take possession of or use the Hall, without the written consent of Lessor, no refund shall be made and any payment(s) made to Lessor shall be taken by Lessor and the full sum 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. It is further agreed that the retention of any such payments made by the Lessee to the Lessor shall not be considered as penalty, but shall constitute liquidated damages.
4. **Denial of Use:** The Lessor reserves the right to deny use of the facility to individuals or organizations that conduct or advocate illegal activity. The Lessor reserves the right to remove from the Hall any such individuals or organizations; in the event of the exercise of this authority, Lessee waives all claims for damages on that account.
5. **Removal of Objectionable Persons:** Lessor reserves the right at all times to require the ushers, gatemens, ticket takers and all other employees of Lessee and the right, with its agents or servants, including its security personnel, to eject any objectionable person or persons from the Hall; and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against Lessor, its agents, servants and employees on account thereof. Lessee shall hire and pay the salaries of all employees required in connection with the event or attraction including the salaries of security personnel. Based upon the information provided, the Lessor will determine the minimum number of security personnel required.
6. **Use of Facility:** Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the Hall herein above specifically described for the purpose and for the term aforesaid.
7. **Dispensing of Liquor:** Functions that include the serving of alcoholic beverages shall be conducted under the laws of the State of Texas and regulations of the Texas Alcoholic Beverage Commission. The Lessor will not be responsible for intoxicated guests. The Lessee will be held liable and be responsible for providing transportation for an intoxicated guest.
8. **Dispensing of Food:** Facilities exist in the Hall for the preparation and serving of food. Cooking of food is not permitted. Those who are seeking the use of the facilities for the purpose of serving food are required to make known to the Lessor the persons who will be responsible for the preparation and serving of the same at least two weeks prior to use of the Hall.
9. **Interruption of Services:** 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 the failure of any of this equipment to operate or function properly through no

fault or act of Lessor. **Fire or Damage to Building Preventing Completion of Lease:** In case the Hall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this contract by Lessor impossible, then the terms of this contract shall end and Lessee shall be liable to pay for use 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.

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11. **Rights of Lessor During Lease:** Lessor, through its employees and other designated representatives, shall have the right at any time to enter any portion of the Hall for any purpose whatsoever and the entire building shall at all times be under the charge and control of the Lessor. The keys to the Hall shall remain in possession of the Lessor, but during periods covered by this Agreement, the entrances and exits of the Hall shall be locked or unlocked under the direction of the Lessee in accordance with the terms of this contract and in compliance with all fire codes.
12. **Lessee Occupancy of Hall:** Lessee renting the facility for an event may decorate or occupy the facility after 9 am the day of the function; the lease will terminate no later than midnight the day of the function or earlier as specified by this Agreement. Lessee must remove all possessions as soon as the event is over. In no case may materials or decorations be left after the event without prior written approval from Lessor. All food, drinks, decorations, or other articles left in the facility after the event will be deemed abandoned, and will be disposed of immediately. Lessor shall not be liable in any way to Lessee on account of so removing and disposing of such articles. For such additional period beyond the term of this Agreement that any articles of Lessee may so remain in the building, Lessor shall receive \$25 (twenty five dollars) per day as payment for moving items in and out of the Hall.
13. **Obstruction of Traffic:** The stairs, halls, sidewalks and entrances of the Hall shall not be obstructed by Lessee nor used for any other purposes than egress or regress, and Lessee will not permit any chairs, equipment, displays, or other items to be or remain in such passageways, and will keep such passageways clear at all times except as agreed to within this contract.
14. **Fire or Animal Hazards:** Lessee shall not bring or permit anyone to bring into the Hall or keep therein anything that will increase the fire hazard or the rate of insurance on the building or any property herein. Lessee shall not bring or permit any person to bring into the Hall any animals, except those used to assist individuals with disabilities, or any other property of any kind, without the consent of the Lessor and shall not place or put up any decorations without the consent of the Lessor. Lessor reserves the right at any time to require Lessee to remove from the Hall any animals, furniture, fixtures, wiring, exhibits, or other things placed therein without the consent of the Lessor.
15. **Construction and Decoration:** Lessee will not cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed to the exterior thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof, nor do, nor permit to be done anything which will damage or change the finish or appearance of the building or the furnishings thereof. Lessee is expected to perform reasonable cleanup in all areas utilized after the event, failure to do so will result in a \$100 (one hundred dollar) cleanup fee. Construction or painting will not be allowed on the premises without the consent of the Lessor. Lessee will pay the cost of repairing any and all injury and damage which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of Lessee's employees or agents or anyone visiting the building upon the invitation of Lessee including the patrons of the attraction or function for which Lessee is hereby renting the Hall herein above described. It is expressly agreed that the Lessor shall determine whether it is one for which, under the terms of the Agreement, Lessee is to be held responsible.
16. **Hanging Items:** Lessor must approve the method of hanging of any signs, posters or decorations prior to their hanging. Lessee is responsible for hanging all decorations and assumes all liability for any personal injuries or property damage resulting from said signs, posters, or decorations. Lessee may not hang any items from light fixtures, air conditioners, air supply ducts, return air grills or diffusers. Lessee may not obstruct or cover any exit lights or fixtures. Lessee may not plug any lighting circuit or extension into any exit, light fixture or socket unless approved in advance by Lessor. Lessee may hang items from existing hooks provided for that purpose in the ceiling. Fire and Safety Codes: Lessee and the decorator or other agents hired by Lessee must comply with applicable local, state and national fire and safety codes. Lessee must not allow any open flames in the Hall, unless enclosed in glass. Lessee must not bring any gasoline or other flammable substances into the Hall. Decorations used by the Lessee must be of approved, flame-resistant materials.

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18. **Sanctioning of Event:** The name of The Palladium may not be used in any manner by an organization or individual as anything other than a location on invitations, notices, etc. To define the location, list as: The Palladium, 729 Austin Avenue, Waco, Texas 76701.
19. **Compliance with Laws and Ordinances:** Lessee shall comply with all laws of the United States, and of the State of Texas, all ordinances of the City of Waco, and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Waco, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements and if the attention of Lessor is called to any such violation on the part of said Lessee, or of any person employed by or admitted to the Hall by said Lessee, such Lessee will immediately desist from and correct such violations. Lessee shall be responsible for any damages arising from violating these laws, ordinances, rules or requirements. Lessee further agrees that no performance, exhibition or entertainment shall be held which is in violation of any law, including state obscenity laws.
20. **Occupancy Limits:** Lessee shall not admit to the Hall a larger number of persons than the seating capacity for fire code thereof will accommodate, or can safely or freely move about in said area, and the decision of the Lessor in this respect shall be final.
21. **Lessee's Property:** Lessor assumes no responsibility whatsoever for any property placed in the Hall, and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of the Hall under this Agreement. Lessee must receive or make arrangements with a transfer company for the receipt of shipments of exhibits, equipment or other items. Lessor will not accept shipments directly unless arranged in advance. An additional charge for this service will be billed at an amount to be agreed upon between the parties in advance.
22. **Collection Expenses:** Lessee agrees to pay court costs and reasonable attorney's fees on any amount owed by the Lessee under any part of this entire agreement which is in default and may be collected by legal processes.
23. **Event Application:** Information on the function shall be provided on the "The Palladium Event Application."
24. **Lessor's Presence During Events:** The Lessor or a representative approved of by the Lessor shall have access to the premises during the term hereof and until the public has left the Hall.
25. **Smoking and Controlled Substances:** Smoking or the use of controlled substances is prohibited within the Hall, its restrooms and kitchen area. Individuals in violation of this City ordinance will be removed from the premises.
26. **Arrangement of Room:** The arrangement of tables and chairs will be the sole responsibility of the Lessee, unless special permission is granted in writing by the Lessor. Lessee agrees to meet with the Lessor at least two weeks in advance of the event to get approval of the final arrangement of tables and chairs and other features of the Hall to ensure their compliance with safety rules and regulations.
27. **Subleasing:** Lessee agrees not to lease, sublease, nor assign his right, title, or interest under this Agreement to any other person, entity, group, association or anyone else without prior written consent of the Lessor.
28. **Termination of Events by Midnight:** All events must be concluded by 11pm and the associated cleaning finished by midnight unless special permission is granted in writing by the Lessor. The Lessor will promptly lock the facility at midnight.
29. **Noise Levels:** Music and general sound at dances and/or concerts must be kept within levels specified by the Lessor. Failure to keep music or sound within limits acceptable to the Lessor may, at the sole discretion of the Lessor, require immediate vacation and closure of the Hall, forfeiture of all fees and denial of future requests for bookings. The decision of the Lessor in this respect shall be final.
30. **Other Agreements:** The Lessor and Lessee agree that this written Agreement supersedes any oral agreement that may have been made between the parties.

31. **Fees:** The Lessee agrees to pay the Lessor at The Palladium the amount, in cash, by check or by credit card, of \$1,500 for daily rental of the facility Sunday through Thursday, \$2,000 for Friday rentals, or \$2,500 for Saturday rentals, plus any and all applicable fees. One half of the room rental fee is payable upon execution of this Agreement as a nonrefundable deposit. The total remaining event balance, including the \$200.00 security deposit, is due at least two weeks prior to the scheduled event. Lessees are responsible for contracting and paying any catering services.

IN WITNESS THEREOF, The Palladium acting by and through its Management, Lessor, and

\_\_\_\_\_, Lessee, have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LESSEE \_\_\_\_\_