

SSISD Auditorium Lease Agreement

This agreement is made and entered into between Sulphur Springs ISD (SSISD), acting by and through the Sulphur Springs High School (SSHS), hereinafter referred to as LESSOR, and

_____, hereinafter referred to as LESSEE.

In consideration of mutual promises, covenants and agreements herein contained, LESSOR and LESEE agree:

1. Lessor does hereby, grant unto Lessee the right to use and occupy the following described space and premises located at 1200 Houston St., Sulphur Springs, Texas to be used for the specified purpose, and for no other purpose without the express written consent of Lessor, for the specified date(s) below, and for the specified time(s) noted in the SSISD Auditorium Reservation Request. Lessee further agrees that any other Special Condition or Options listed as an Attachment(s) to this agreement and the published SSISD Facility Use Policies are a legal and binding part of this contract.

Place of Engagement: SSISD Auditorium, 1200 Houston St. Sulphur Spring, Texas

Type of Engagement: _____

Leasing Date(s)/Time(s): _____

SSISD Facility Use Policies: COMMUNITY RELATIONS - NONSCHOOL USE OF SCHOOL FACILITIES
Found at
<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=672&code=GKD#localTabContent>

Required Payments: \$500 Deposit due at least one month prior to event and required for secured date on calendar. Payment of all Rental Fees due 7 days prior to event.

2. Lessee hereby agrees to pay to Lessor, at its office at SSHS, 1200 Connally St. Sulphur Springs, Texas, for the use of described space and premises. Payment in full is due a minimum of 7 days prior to the event. Any rent involving percentages will be determined immediately after the event.
 - a. Total estimated cost for the event, based upon information provided by Lessee and the published rates of the SSISD Auditorium, is itemized in the form of an ESTIMATE included with this agreement. The BALANCE and any additional costs will be presented for payment in the form of an INVOICE.
 - b. Lessee hereby agrees to deposit with the Lessor a booking deposit in the amount of \$500 that shall be applied to the rental of the above described space and premises a minimum of one month prior to the event. Deposit will be refunded if canceled by the Lessee sixty (60) days prior to the event. Lessee agrees that if signed agreement and booking deposit are not received 30 days prior to event, this agreement will become null and void and Lessor has the option to reserve above listed premises and services for other interested parties.
3. Lessee shall not assign this agreement, nor shall Lessee sublet any part of the above described space and premises without the express written consent of SSISD Auditorium Management. Lessee and all attendees of the event shall be restricted to the area rented.

4. Lessee shall not, by any means or methods, publish or publicize this event prior to the complete execution of this contract. Should Lessee fail to comply, Lessor may cancel the date and will not be held liable. Lessee shall be sure that all event publicity states the venue location as, "SSISD Auditorium"
5. Lessor has the right to refuse further lease dates with Lessee, its associates or representatives.
6. Lessor reserves the right to sell on, in and about the premises, if Lessee chooses not to, any food, soft drinks, souvenirs or other merchandise. When SSISD concession or any other commercial concession are in use for any event, no person(s) may bring any food to sell or give away. If Lessee chooses to have an event catered, caterers will pay SSISD 10% of gross. Please see SSISD Facility Policy Use for details.
7. Lessor shall furnish, at Lessee's expense (\$150), janitorial services before and after the scheduled event.
8. Lessee utilizing facility via series of regular events may have any and/or all future contracted events canceled by Lessor should Lessee cancel any on scheduled event. Cancellation(s) will be determined at SSISD Auditorium Management's discretion.
9. Lessor, at all times, reserves the right to refuse entry to or to eject an objectionable person or persons for the building and premises.
10. Lessee shall not admit to the premises a larger number of persons than the maximum seating capacity (1250) nor allow a larger number than can safely and freely move about in said areas. The halls, ramps to the facility, sidewalks, entrances or lobbies shall not be obstructed by lessee at any time nor shall be used for any other purposes than ingress or egress. Lessee shall not permit any chairs or moveable seats to be placed in or remain in the passageways and passageways shall be kept clear at all times.
11. Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything that will constitute a fire hazard or increase the rate of insurance on the building or any property therein. Lessor reserves the right at any time to require Lessee to remove from the premises any animal(s), furniture, fixture(s), wiring, exhibit(s), or other items placed therein without the consent of Lessor or otherwise deemed to be a hazard.
12. Lessee agrees that no credit of any amount will be made by Lessor on account of termination, deletion or shortening of event hours due to weather, acts of God, or any other reason for stopping or limiting event hours and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.
13. Lessee hereby assumes full responsibility for the character, acts or conduct of all persons admitted to the premises or to any other portion of the premises by Lessee, its agents, employees or other representatives. 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 occasioned by or in connection with the use of the premises caused by any source whatsoever.
14. Lessee hereby assumes full responsibility for the disappearance of or damage to any and all equipment stored on, in or around accessible area of the rented space, regardless of any reason or explanation of the disappearance or damage. Lessee will at all times provide proper care and use of the rented facility and all SSISD equipment. Lessee also assumes full responsibility for protecting school property and equipment, or other school property used by Lessee. Lessee will pay SSISD an amount equal to the cost to repair damages to the facility including the cost to replace or repair any damaged or missing equipment. If the damaged facility and/or equipment cannot be repaired to acceptable quality as determined by the Auditorium Management, the Lessee agrees to pay the actual replacement cost.

15. Lessee is responsible for restoring the facility to its original state after use. No equipment may be removed, or other alterations made to facility without specific written authorization of the Auditorium Management at least one week before the scheduled use.
16. Lessor shall furnish, at Lessee's expense (\$45 per hour during event hours), sufficient uniformed security to maintain order and protect persons and property on the premises. Lessee will be responsible for paying said security immediately following the event.
17. If Lessee, entertainer, or entertainer representative sells merchandise at the event, SSISD shall receive 20% of gross. Please see SSISD Facility Policy Use for details.
18. Music Franchise Fees must be paid by Lessee directly to Lessor if Lessee is not licensed by ASCAP/BMI. Please see SSISD Facility Policy Use for details.
19. Lessee shall comply with all laws of the United States, the State of Texas, SSISD Policies, and Hopkins County as well as all ordinances of the City of Sulphur Springs and all rules and requirements of the Police and Fire Departments and other municipal authorities of the City of Sulphur Springs.
20. Any unenforceable or invalid provision(s) within this contract shall not affect any other provision, and this contract shall be construed as if the unenforceable or invalid provision(s) was not contained herein. At all times the laws of the State of Texas will govern this contract. Lessee agrees that in the event of any litigation, the Courts of Hopkins County will have sole jurisdiction in all matters relating to this contract.
21. This agreement will supersede any and all other agreements between the parties with respect to the subject matter hereof.

BY SIGNATURE, LESSEE AFFIRMS RECEIVING A COPY OF SSISD AUDITORIUM RESERVATION REQUEST (includes SSISD AUDITORIUM FEE SCHEDULE), SSISD AUDITORIUM TECHNICAL REQUEST FORM AND THE SSISD FACILITY USE POLICIES.

All parties are in agreement and signatures are affixed hereto.

Philip Dick, SSISD Fine Arts Coordinator and
SSISD Auditorium Management

Lessee

Date

Date

Lessee Name: _____

Address: _____

Phone#: _____

Email: _____