



SULPHUR SPRINGS

INDEPENDENT SCHOOL DISTRICT

SSISD AUDITORIUM FACILITY USE AGREEMENT

This Facility Use Agreement (“Facility Use Agreement” or “Lease”) is made and entered into by and between **SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT**, an independent school district organized under the laws of Texas, with its central administrative office located at 631 Connally Street, Sulphur Springs, Texas 75487 (“LESSOR”), and _____ (“LESSEE”). In consideration of the mutual covenants and agreements set forth in this Facility Use Agreement, and other good and valuable consideration, Lessor leases to Lessee, and Lessee leases from Lessor [PREMISES] Lessor does hereby, grant unto Lessee the right to use and occupy the following the premises located at 1200 Houston St., Sulphur Springs, Texas to be used for the specified purpose, namely _____ and for no other purpose without the express written consent of Lessor. The premises subject to this Facility Use Agreement are referred to as "the premises" or "the leased premises." 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 (<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=672&code=GKD#localTabContent>) are a legal and binding part of this contract.

ARTICLE I – TERM

- 1.1 **Term of Lease.** The term of this Lease shall commence upon _____ (“Effective Date”). The term of this lease shall commence as of the Effective Date and, unless terminated sooner in accordance with the express terms of this lease and shall continue until _____ (“End Date”). Lessee agrees that it will complete a SSISD Auditorium Reservation Request before executing this contract and that the SSISD Auditorium Reservation Request will be attached hereto as Exhibit A.
- 1.2 **Early Termination.** Lessor and Lessee shall have the right to terminate this lease at any time prior to the Effective Date or during the Lease Term by providing sixty (60) days' written notice to the non-terminating party.

ARTICLE II – RENT AND CONSIDERATION

- 2.1 **Rental Fees.** Lessee agrees to pay to Lessor \$500 Deposit due at least one month prior to Effective Date and required for secured date on calendar. Payment of all Rental Fees due within 10 business days of the End Date. Failure to timely pay Rental Fees will result in cancellation of this agreement.
- 2.2 **Payment Address.** 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 within 10 business days of the End Date. Any rent involving percentages will be determined immediately after the event.
- 2.2.1 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 as Exhibit B. The BALANCE and any additional costs owed under Article VI will be presented for payment in the form of an INVOICE sent to Lessee at the address listed in this agreement.
- 2.2.2 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 thirty (30) days 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.

ARTICLE III – USE OF PREMISES

- 3.1 **Permitted Use.** Lessee shall operate the leased premises for the following: _____.
- 3.2 **Access.** Lessee will have access to the premises _____. Lessee may request access to non-leased space owned by Lessor, pursuant to facility use agreements and facility use fees, on a case-by-case basis, subject to Lessor's primary use.
- 3.3 **Waste, Nuisance, or Illegal Uses.** Lessee shall not use, or permit the use of, the premises in any manner that results in waste of the premises or constitutes a nuisance. Lessee shall not use, or permit the use of, the premises for any illegal purpose. Lessee, at its expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies and all of Lessor's policies and regulations concerning the use of the premises.
- 3.4 **Responsibility for Missing Equipment.** 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.

ARTICLE IV – MAINTENANCE AND SURRENDER

- 4.1 **Lessor Maintenance.** Lessor shall, at its own expense and risk, maintain the roof, foundation and exterior walls of the premises and building in good condition. Additionally, Lessor shall maintain the leased premises (including all electrical, plumbing, heating, air conditioning, windows, store fronts, doors, fire extinguishing equipment, etc.) and keep them reasonably free from waste or nuisance throughout the lease term and any extension of that term.
- 4.2 **Lessee Maintenance.** Lessee shall, at its own expense and risk, maintain the leased premises in good condition throughout the course of its use of the premises.
- 4.3 **Surrender.** 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 Effective Date. At the termination of the lease, Lessee shall surrender and deliver the leased premises to Lessor in as good a state of repair and condition as they were in at the time Lessor delivered possession to Lessee, reasonable wear and tear excepted.

ARTICLE V - INSURANCE AND INDEMNITY

- 5.1 **Property Insurance.** Lessor shall maintain policies of insurance covering loss of or damage to the premises in accordance with its normal practices.
- 5.2 **Liability Insurance.** Lessee, at its own expense, shall provide and maintain in force during the term of this lease liability insurance, naming Lessor as an additional insured, with a waiver of subrogation in

Lessor's favor, with one or more insurance companies authorized to transact business in Texas including Lessee's self-insurance trust and approved by Lessee in these amounts:

5.2.1 One Million Dollars (\$1,000,000) for general liability,

5.2.2 One Million Dollars (\$1,000,000) for products/completed operations, and

5.2.3 One Million Dollars (\$1,000,000) for each occurrence.

5.3 Remedy for Failure to Provide Insurance. Lessee shall provide Lessor with certificates of all insurance required by this article at least thirty (30) days prior to the Effective Date. If Lessee does not provide such certificates before the Effective Date, or if Lessee allows any insurance required under this article to lapse, Lessor will terminate this lease immediately and Lessee will forfeit their deposit.

5.4 Hold-Harmless Clause by Lessee. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Lessee's business on the leased premises or from their use of the leased premises, or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the leased premises. In case of any action or proceeding brought against Lessor by reason of such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor. Lessee agrees that Lessor has not waived its sovereign immunity by entering into and performing its obligations under this lease.

ARTICLE VI – FEES

6.1 Security Fees. 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.

6.2 Merchandise Fees. Lessee, entertainer, or entertainer representative sells merchandise at the event, SSISD shall receive 20% of gross. Please see SSISD Facility Policy Use for details.

6.3 Music Franchise Fees. If 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.

6.4 Janitorial Fees. Lessor shall furnish, at Lessee's expense (\$150), janitorial services before and after the scheduled event.

ARTICLE VII – GARBAGE AND WASTE REMOVAL

7.1 Waste Removal. Lessee will be responsible for removal of its garbage and waste, if any, from the premises at regular intervals during the Term.

ARTICLE VIII – ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

8.1 Alterations. Lessee shall not make any structural alterations, additions, or improvements to the leased premises without the prior written consent of Lessor.

8.2 Property of Lessor. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed in the premises by Lessee, upon termination of the lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessor shall repair any damage to the premises caused by such removal.

ARTICLE IX – DAMAGE OR DESTRUCTION OF PREMISES

- 9.1 **Notice to Lessor.** If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.
- 9.2 **Total Destruction.** If the leased premises should be totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, this lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of receipt of written notification to Lessor.
- 9.3 **Partial Destruction.** If the leased premises should be damaged by fire, tornado, or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) working days, this lease shall not terminate. If partial destruction of the leased premises occurs in the final sixty (60) days of the lease term, Lessor need not rebuild or repair the premises. If Lessor elects not to rebuild or repair the premises, and the leased premises are unusable in whole or in part following such damage, Lessee may elect to terminate the lease or to continue the lease with the rent for the remainder of the lease period adjusted equitably.

ARTICLE X – DEFAULT

- 10.1 **Default by Lessee.** If Lessee fails to pay all fees before the Effective Date, or remains in default of any other condition of this lease for a period of fifteen (15) days after receipt of written notice from Lessor, Lessor may, with sixty (60) days written notice to Lessee, terminate this lease, or in the alternative, Lessor may reenter and take possession of the premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the premises, or any part of the premises, for all or any part of the remainder of the lease term to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure. Lessee has a right to cure said default within the fifteen (15) day period.
- 10.2 **Default by Lessor.** If Lessor defaults in the performance of any material term, covenant, or condition required to be performed by it under this agreement and remains in default after thirty (30) days' notice and a reasonable opportunity to cure, Lessee may terminate this lease by giving at least thirty (30) days' written notice to Lessor of such intention. The lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the 30-day period. Lessor has a right to cure default within the thirty (30) day period.
- 10.3 **Waiver of Breach.** A waiver by either Lessor or Lessee of a breach of this lease by the other party does not constitute a continuing waiver of any subsequent breach of the lease.

ARTICLE XI – ASSIGNMENT AND SUBLEASE

- 11.1 **Sublease.** 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.

ARTICLE XII – MISCELLANEOUS

- 12.1 **Publication before Execution.** 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."

- 12.2 **Right to Refuse.** Lessor has the right to refuse further lease dates with Lessee, its associates or representatives.
- 12.3 **Sale of Concessions.** 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.
- 12.4 **Cancellations.** 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.
- 12.5 **Right to Refuse Entry.** Lessor, at all times, reserves the right to refuse entry to or to eject an objectionable person or persons for the building and premises.
- 12.6 **Capacity.** 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.
- 12.7 **Fire Hazards.** 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.
- 12.8 **No Offset in Fees.** 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.
- 12.9 **Lessee Responsibility for Guests, Employees, and Agents.** 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.

ARTICLE XIII-APPLICABLE LAW AND REMEDIES

- 13.1 **Applicable Law.** 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 requirement of the Police and Fire Departments and other municipal authorities of the City of Sulphur Springs.
- 13.2 **Legal Construction.** In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

- 13.3 **Prior Agreements Superseded.** This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.
- 13.4 **Parties Bound.** This agreement shall be binding upon, and inure to the benefit of the parties to this lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.
- 13.5 **Governing Law and Venue.** This agreement shall be construed under, and in accordance with the laws of the State of Texas. Venue, in the event of suit, is the court of appropriate jurisdiction in Hopkins County, Texas.
- 13.6 **Dispute Resolution.** All disputes arising from this Agreement shall be subject to mediation to resolve all disputes and claims prior to the filing of any legal action.
- 13.7 **Amendment.** No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this lease.
- 13.8 **Rights and Remedies Cumulative.** The rights and remedies under this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
- 13.9 **Attorney's Fees.** If, as a result of a breach of this lease by either party, the other party employs an attorney or attorneys to enforce its rights under this lease, then the prevailing party will be entitled to seek recovery of its attorney's fees, pursuant to Texas Civil Practice and Remedies Code Chapter 38.
- 13.10 **Force Majeure.** Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as performance is delayed or prevented by force majeure, which shall mean acts of God, pandemics, epidemics, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.
- 13.11 **Time of Essence.** Time is of the essence of this agreement.
- 13.12 **Independent Contractors.** Nothing in this lease is intended or in any way shall be construed to create any form of partnership, joint venture, or agency relationship between the parties. The parties expressly disclaim any intention of any kind to create any such partnership, joint venture, or agency relationship between themselves.

The undersigned Lessor and Lessee execute this Facility Use Agreement on the _____ day of _____ 2024.

LESSOR:
 SULPHUR SPRINGS
 INDEPENDENT SCHOOL DISTRICT

LESSEE:

By: _____
 Dr. Philip Dick,
 Fine Arts Director
 SSISD Auditorium Management

By: _____

