

**CONTRACT FOR RENTAL OF PROPERTY
VAN INDEPENDENT SCHOOL DISTRICT
549 EAST TEXAS STREET VAN, TX 75790
903.963.8710**

THE STATE OF TEXAS

§
§

COUNTY OF VAN ZANDT

§

This contract (the "Contract" or "Agreement") is made and entered into this ____ day of _____, 20____ by and between VAN INDEPENDENT SCHOOL DISTRICT, acting by and through its duly authorized representative (the "District" or "Lessor"), and _____, (the "Lessee").

1. **Identification of Facility, Purpose, and Term.** Upon the terms and conditions and in consideration of the covenants and agreements expressed herein, the Lessor does hereby grant upon the Lessee the right to use and occupy the following described space and premises in the Van Independent School District, Van Zandt County, Texas:

- Van High School Cafeteria
- Van Junior High North Gymnasium
- Van Middle School Library
- Van ISD Auditorium
- Van ISD Innovation Hut Training Room
- Parking Lot
- Van ISD's unlocked, outdoor recreational facilities (List specifically in "Other")
- Other: _____

The VISD facility will be used solely for the following event / activity / purpose: _____
_____.

Term of use under this Contract:

- _____ (am/pm) and terminating at _____ (am/pm) on _____, 20____.
- _____ (am/pm) and terminating at _____ (am/pm) on _____, 20____.
- _____ (am/pm) and terminating at _____ (am/pm) on _____, 20____.
- _____ (am/pm) and terminating at _____ (am/pm) on _____, 20____.

2. **Consideration.** Lessee hereby covenants and agrees to pay to Lessor, for the use of the leased facility:

- a. The sum of _____ (\$_____).
- b. Additional charge(s), set forth and described as follows: _____

_____.

Charges may vary for profit versus non-profit purposes.

Payment of the total amount of said rent and any such additional charges(s) shall be made upon the signing of this Contract. In the event this Contract is not fulfilled, through no fault of Lessor, the deposit will be forfeited at the option of the Lessor. Cancellation by Lessee must be made seventy-two (72) hours prior to the scheduled event date to qualify for possible deposit refund. 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, and/or materials furnished to or loaned to Lessee. Lessor reserves the right to refuse rental and access to District facilities unless and until full payment is received. Should schools be

closed because of bad weather or other unilateral decision of the District, facilities will not be opened and payment(s) received for such scheduled date(s) will either be refunded or applied to alternate date(s).

3. **General Terms and Conditions.** This agreement is made and entered into upon the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to and with the Lessor to keep and perform.

a. **Performance, Choice of Law, and Venue.** Every obligation of either party to this contract shall be fully performed in Van Zandt County, Texas. This Contract is governed by Texas law, without regard to any choice of law provisions therein. Venue for any action related to this Contract shall be proper in the courts of Van Zandt County, Texas.

b. **Utilities.** 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 Lessor and all janitor services deemed necessary 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.

c. **Force Majeure.** In case the premises leased under this Contract, or the building of which such premises are a part, is destroyed or damaged by fire, wind, flood, cause of nature, act of terrorism, act of God, or any other cause outside control of Lessor, or if any other casualty or unforeseen occurrence or other causes herein specified renders the fulfillment of this Contract by Lessor impossible, then the term of this contract shall end and Lessee shall be liable to pay the specified lease expense or rent only up to the time of such termination. Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

d. **Entry and Access by District.** Lessor, through its designated representatives, shall have the right at any time to enter any portion of the premises or building leased under this Contract for any purpose whatsoever; and the entire building, including the premises expressly covered by this Contract, shall at all times be under the charge and control of Lessor. The keys to the premises shall remain in possession of the Lessor, but during the Term covered by this Contract, the appropriate entrances and exits of the premises shall be locked or unlocked under the direction of Lessee in accordance with the terms of this Contract.

e. **Fuel, Lighting, and Machinery Prohibited.** Lessor will furnish electricity and lights as provided herein. No gasoline, oil, or other flame-based lights or other electrical equipment are permitted. No engine, generator, or other motor machinery (other than standard automobiles used for arrival and departure) shall be operated on District premises without written consent of Lessor.

f. **Abandonment of Lessee Property.** 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 whenever 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 Lessee on account of so removing and storing any such effects. For such additional period beyond the Term of this Contract as any effects of Lessee may so remain in the building, Lessor shall be entitled to charge the sum per day which is provided as the payment to be made for time of moving in and out of said premises.

g. **Conduct of Participants and Provision of Police.** Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to leased premises or to any portion of District property or buildings by the consent of Lessee, or by or with the consent of Lessee's employees, or any person acting for or on behalf of Lessee. Lessee agrees at its expense to provide at all times sufficient police presence to maintain order and protect the property, the sufficiency of and type of police force to meet the approval of Lessor.

h. **Warranty of Purpose.** Lessee shall represent the exact purpose for which the premises are being leased in this Contract or incorporated addenda, and any misrepresentation shall be grounds for immediate cancellation by Lessor.

i. **Insurance.** If the use for which property is rented is of a type that causes an increase in any insurance premium(s) paid by Lessor, Lessee shall, in addition to the payment of rental set forth, pay all such amounts of

increase. Additionally, Lessee shall provide proof of insurance meeting the following minimum requirements to Lessor prior to occupancy of the leased facility:

- **Commercial general liability:**
 - Liability limits of at least \$1,000,000.00 per occurrence and \$2,000,000 policy aggregate.
 - Occurrence form.
 - Additional Insured Endorsement for both “ongoing” and “products / completed operations” which applies in favor of Van ISD, its elected officials, employees, and agents.
 - Waiver of Subrogation Endorsement, which applies in favor of Van ISD, its elected officials, employees, and agents.
 - 30-Day Notice of Cancellation.
 - The policy must be primary and non-contributory.
 - The insurer must maintain a rating of “A-VI” or better, as determined by the A. M. Best Company.
 - The District reserves the right to determine the acceptability of a carrier independent of its rating, on a case-by-case basis.

The District reserves the right and sole authority to increase the insurance requirements contained herein based upon the type of activity to be held at the District facility. Failure to provide proof of insurance sufficient to District will result in immediate termination of this Contract and Lessor’s refusal to allow occupancy by Lessee.

j. **Removal of Items from Premises.** Lessor reserves the right at all times to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, and/or other things placed therein or permitted to be placed therein by lessee without such consent and to terminate this contract without notice or damage to Lessee.

k. **Decorations, Alterations, and Modifications to Facility.** No decorations shall be placed in or on the building, walls, and/or corridors, nor shall any advertising signs be supported by nails, tacks, screws, and/or pressure-sensitive tape on walls or woodwork without approval of the Lessor. All decorations shall be of non-flammable materials and shall conform to the regulations and ordinances of the City of Van.

l. **Facility Damage, Indemnification, and Hold Harmless.** The Lessee shall be liable for all damage to buildings and equipment, reasonable wear and tear excepted, and agrees to indemnify and hold harmless Lessor from any and all claims and/or suits arising out of injury (including but not limited to death) to any person, or damage to any property resulting from use of leased facility.

m. **Food, Drink, and Tobacco Use.** It is understood and agreed that in no event will Lessee, or its agents or guests, bring into or onto the property, premises, or building of Lessor any food, prepared or unprepared, or beverages (including alcoholic beverages) of any kind, without the prior written consent of Lessor. If food is to be served, Lessee must use a caterer approved by the Lessor. Smoking or tobacco use, as well as alcohol, is prohibited in and on all school property, pursuant to District policy.

n. **Concessions and Other Sales.** Unless otherwise expressly stated to the contrary in this Contract, Lessor reserves the sole and exclusive right to offer for sale on, in, or about the premises covered by this Contract any soft drinks, food, souvenirs, and/or other merchandise of any sort.

o. **Compliance with Laws and Policies.** Lessee shall comply with all laws of the United States and the State of Texas, all ordinances of the City of Van, all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Van, and all written policies of Van Independent School District, and will obtain and pay for all required 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, policies or requirements. If Lessor becomes aware of any violation on the part of Lessee, or of any person employed by or admitted to the leased facility by Lessee, the Lessee will immediately desist from and correct such violation.

p. **Disclaimer of Responsibility for Third Party Property.** Lessor assumes no responsibility whatsoever for any property placed in or on leased facility, and Lessee hereby expressly releases and discharges Lessor from any and all liabilities for any loss, injury, and/or damages to persons or property that may be sustained by reason

of the occupancy of leased premises under this Contract. All watchmen or other protective service desired by Lessee must be arranged for by special agreement with Lessor prior to occupancy.

q. **Assignment.** Lessee shall not assign this agreement or any part thereof, nor suffer any use of leased facility other than herein specified, without the prior written consent of Lessor.

r. **Recovery of Attorney Fees.** Lessee agrees to pay actual attorney's fees on any account payable by Lessee under any part of this Contract which may be collected by suit.

s. Any matter requiring a decision not herein expressly provided for shall rest solely within the discretion of Lessor.

4. **Incorporation of District Policies.** All applicable written policies of the Van Independent School District are hereby incorporated into this Contract.

5. **Other Documents.** Additional incorporated addenda or documents must be listed below and attached to this Contract:

_____.

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Contract on this ____ day of _____, 20_____.

Van Independent School District (Lessor)

_____ (Lessee)

By: _____

By: _____

(Address)

(Telephone Number)