



## **ELECTRIC LIGHT WATER COMMUNITY CENTER**

**715 30<sup>TH</sup> STREET**

### **RENTAL AGREEMENT AND LICENSE – COMMUNITY EVENT**

1. **LICENSED PREMISES.** The City of Galveston, subject to all of the terms and conditions herein, hereby grants to Licensee a non-exclusive license to occupy and use the following areas of the **Electric Light Water Community Center** at 715 30<sup>th</sup> St, Galveston, Texas (“Licensed Premises”). Licensee accepts the Licensed Premises for use “as is” and with all faults and defects.
  
2. **Removal of Property and Clean Up.** Licensee shall remove all of their property and complete all clean up obligations immediately following the event and prior to the end of the Rental Period. Failure to do so may constitute the City of Galveston to elect, without waiving any other remedy it may have, to remove Licensee’s property from the Licensed Premises and to perform Licensee’s obligations hereunder, all at Licensee’s expense and without liability to the City of Galveston, its elected officials, agents or employees. Licensee agrees that the City of Galveston may, solely at its option and in addition to any other security given by Licensee pursuant to this agreement, maintain control of Licensee’s property until Licensee has paid all expenses incurred by the City of Galveston for the removal of Licensee’s property and/or trash and clean-up of the Licensed Premises. Licensee also agrees that the City of Galveston is not a bailee and is under no obligation to protect or maintain control of Licensee’s property or the property of any of Licensee’s guests, invitees, agents, employees or otherwise, for any period of time (before, during or after the Rental Period), and if left on the premises after the rental period the City may dispose of the property in any way it sees fit without any liability.
  
3. **FEES AND ACCESS.** The Licensed Premises may be occupied and used by the Licensee during the Rental Period of up to ten (10) hours. Licensee shall pay the rate of **\$ 20.00** for each City of Galveston (COG) staff member who shall be on the premises during the Rental Period (“Staff Fee”) and a clean-up fee in the amount of **\$ 500.00** (“Clean-Up Fee”).

4. **SECURITY DEPOSIT.** A **\$500.00 refundable deposit is requested by \_\_\_\_\_ along with the signed agreement.** Said deposit is refundable, minus a cancellation fee of \$100.00, on or before 5:00 pm on \_\_\_\_\_. Without in any manner limiting Licensee’s obligations herein, City of Galveston shall be entitled to apply any portion of the security Deposit towards the repair of any damages occurring to the **Electric Light Water Community Center** in connection with the Rental Period for which this license is granted, and to the payment of any Additional Charges incurred by Licensee hereunder. No portion of the Security Deposit shall be applied toward the Staff Fee or other Fee hereunder. Any portion of the Security Deposit not so applied will be returned to the Licensee within forty-five (45) days after the Rental Period.
5. **ADDITIONAL CHARGES.** The City of Galveston will have four (4) weeks after the date of the Rental Period to provide notice to the Licensee if the City of Galveston believes there will be Additional Charges due to extensive damages not covered by the Security Deposit occurring at the **Electric Light Water Community Center** in connection with the Rental Period for which this license is granted. Any Additional Charges due the City of Galveston hereunder shall be due and payable within thirty (30) days after the giving of notice thereof to the Licensee sufficiently detailing damage.
6. **HEATING AND AIR CONDITIONING.** Heating and air conditioning in season will be maintained during the scheduled Rental Period and will be turned on prior to the Rental Period, at such time as determined by the representative of the City of Galveston present, in order to provide reasonable climate control during the Rental Period. Reasonable climate control according to the United States Energy Code is cooled to at least 78° Fahrenheit during the warmer summer months and warmed to at least 68° Fahrenheit during the cooler winter months.
7. **FACILITIES.** The furniture, photographs, accessories and fixtures are considered the property of the City of Galveston and may not be removed without prior arrangement. The City of Galveston will remove any furniture and movable displays specifically specified in the Rental Agreement under the Additional Agreements found in Section 16 prior to the Rental Period. You will have access to some tables and chairs for INDOOR USE ONLY in the **Electric Light Water Community Center**. Specific use of tables and chairs for the **Electric Light Water Community Center** on the floor plan must be requested within 30 days of the Rental Period. **THE CITY OF GALVESTON DOES NOT SUPPLY TABLE LINENS OR TABLEWARE.**
8. **RISK OF LOSS.** The delivery and storage of Licensee’s property at the Rental Property, or if left after the Rental Period at any location the City chooses shall be at the Licensee’s sole risk and expense. For purposes of this Section 8, “Licensee’s property” shall include any property delivered or brought onto the Rental Location by Licensee’s guests, invitees, agents or employees, or at the direction of Licensee whether or not known by Licensee.
9. **SECURITY.** For ALL events, the City of Galveston requires that the Licensee arrange for, at their own expense, certified police officers, in the ration of one police officer per one hundred (100) people with a minimum of one police officer. In no event will the City

of Galveston be liable for damages resulting from Licensee's failure to provide proper security. The Security Deposit will be forfeited if security is not present. **THE CITY OF GALVESTON RESERVES THE RIGHT TO STOP ANY EVENT IN NON-COMPLIANCE OF THIS AGREEMENT.**

10. **PARKING.** Parking available at the Community Center, is public parking, **therefore it is NOT SOLELY FOR THE BENEFIT OF THE CITY OF GALVESTON OR THE CITY OF GALVESTON LICENSEE.**
11. **USE OF CITY OF GALVESTON'S PERSONAL PROPERTY.** The City of Galveston has on, or about the Licensed Premises, certain personal property for its own use. Said personal property is not intended for use by the Licensee or their guests and the City of Galveston does not warrant or represent that said property is safe and suitable for use. Any use of said property by the Licensee or their guests, whether known or unknown to the City of Galveston, is at the sole risk of the Licensee and the Licensee's guests.
12. **CONDITION OF LICENSED PREMISES.** The city of Galveston does not warrant or represent that the Licensed Premises is safe, healthful or suitable for the purposes for which it is permitted to be used under the terms of the license.
13. **INDEMNIFICATION BY LICENSEE. LICENSEE AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF GALVESTON, TEXAS, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS ARISING FOR THE CONDUCT OR MANAGEMENT OF THE LICENSEE'S ACTIVITIES ON THE LICENSED PREMISES, OR FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM ANY ACT OF NEGLIGENCE OF LICENSEE, ITS AGENTS, CONTRACTORS, LICENSEES, OR FOR THE ACTS OR OMISSIONS OF LICENSEE OR ACTS OR OMISSIONS OF OTHERS UNDER THE LICENSEE'S SUPERVISION OR CONTROL RELATED TO THE USE OR OCCUPANCY OF THE LICENSED PREMISES, INCLUDING INGRESS THERETO OR EGRESS THEREFROM OR NEGLIGENCE OF LICENSEE, ITS AGENTS CONTRACTORS, LICENSEES, OR INVITEES IN OR ABOUT THE LICENSED PREMISES.**

**IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST THE CITY BY REASON OF ANY SUCH CLAIM. LICENSEE, UPON NOTICE FROM THE CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.**

**THIS AGREEMENT IS BINDING UPON AND IS TO INURE TO THE BENEFIT OF THE PARTIES, THEIR SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES.**

14. **INSURANCE REQUIRED.** Licensee agrees to show evidence of liability insurance, at its own expense, for the benefit of itself. Liability insurance for property damage or personal injury or death, arising as a result of Licensee's occupation of the Licensed Premises, shall be in the amount, not less than one million (\$1,000,000.00) and shall name the City as an additional insured or loss payee, as the case may be and shall provide at least ten (10) days written notice to the City prior to cancellation or modification. Licensee shall provide the City with a copy of all insurance policies required by this Agreement. Any and all of Licensee's vendors occupying the premises is required to comply with this insurance requirement.
15. **ALCOHOLIC BEVERAGEES. Please refer to #19 ADDITIONAL AGREEMENTS:** The Licensee shall not sell alcoholic beverages or spirits except upon furnishing to the Executive Director of Parks and Recreation and Community Outreach all permits and licenses required by the state of Texas Alcoholic Beverage Commission ("TABC"). Licensee shall not provide alcoholic beverages to persons under the age of 21 and anyone serving alcoholic beverages MUST be licensed by the TABC.

Please be aware that if alcohol is being served, the Licensee shall provide the City of Galveston with a copy of a liquor liability insurance policy issued with a minimum of \$1,000,000.00 in coverage naming the City of Galveston as an additional insured.

All arrangements for the issuance of said licenses and permits shall be made by the Licensee directly with the Texas Alcoholic Beverage Commission office at 4403 Hwy. 3, Dickinson, Texas 77539. **NON-COMPLIANCE WITH THIS SECTION SHALL RESULT IN THE AUTOMATIC FORFEITURE OF THE SECURITY DEPOSIT. THE CITY RESERVES THE RIGHT TO STOP ANY EVENT IN NON-COMPLIANCE OF THIS AGREEMENT.**

16. **DECORATIONS.** Anything that may damage any part of the historical structure, that attracts rodents, or is difficult to clean is strictly prohibited. This would include items such as, but not limited to, nails, screws, staples or tape on any floor, wall, window, window sill, door or ceiling; sparklers; flames, including candles; birdseed; confetti (paper or metallic); glitter; sand; dance powder; or smoke machines. **THESE ITEMS ARE STRICTLY FORBIDDEN ON THE ELECTRIC LIGHT WATER COMMUNITY CENTER premises.** No sparklers or flames are allowed on the **Electric Light Water Community Center** premises. Acceptable material includes flower petals, potpourri, bubbles (exterior), flameless candles, and floral wire. All items must be cleaned up from the Licensed Premises. Balloons are prohibited inside of the building. Exceptions to the rule must be agreed to in writing and are made solely by the Executive Director of Parks and Recreation and Community Outreach. **FAILURE TO COMPLY WITH THESE REGULATIONS WILL RESULT IN THE AUTOMATIC FORFEITURE OF THE SECURITY DEPOSIT.**
17. **CANCELLATION BY THE CITY OF GALVESTON.** In the event of a power failure, or casualty or damage to the Licensed Premises of the **Electric Light Water Community Center**, the City of Galveston may relocate the Licensed Premises to a reasonably

comparable location owned and operated by the City of Galveston or the City of Galveston may cancel this agreement with or without further obligation to the Licensee, except for the return of the aforesaid Security Deposit and any Fee. In the event that public authorities recommend the evacuation of all or part of Galveston Island, or should weather or other conditions warrant, the City of Galveston may cancel this agreement with or without any further obligation to the Licensee, except for the return of the aforesaid Security Deposit and any Fee.

18. **MISCELLANEOUS.** It is agreed between the City of Galveston and the Licensee that this license is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The making, execution and delivery of this agreement by the Licensee has been induced by no representatives, statements, warranties or other agreement other than those herein expressed. This agreement embodies the entire understanding of the parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties. The Licensee agrees that he does not and shall not claim at any time interest or estate of any kind or extent whatsoever in the Licensed Premises, by virtue of the license, its occupancy or use hereunder. The furnishing of a copy of this agreement shall not constitute an offer by the City of Galveston. This agreement shall become effective upon execution by both parties.
19. **CLEAN UP.** The “Clean-Up Fee” is \$500.00, in addition to the Staff Fee. The Staff Fee does include clean up services based on a reasonable cleaning schedule. If the cleanup requires special attention, the cost of the additional service will be withheld from the Security Deposit at the rate charged by the cleaning contractor.

**THE LICENSEE IS RESPONSIBLE FOR SEEING THAT ALL ITEMS BROUGHT INTO THE VENUE ARE REMOVED BY THE TIME THE RENTAL AGREEMENT ENDS. ALL TRASH IS TO BE BAGGED AND LEFT OUTSIDE IN THE TRASH RECEPTACLES OR REMOVED FROM LICENSED PREMISES.**

**FAILURE TO COMPLY WITH ALL CLEAN UP REQUIREMENTS WILL RESULT IN THE AUTOMATIC FORFEITURE OF THE SECURITY DEPOSIT.**

20. **ADDITIONAL AGREEMENTS.** Licensee agrees that:

No additional tables or chairs will be provided.

A Texas Alcoholic Beverage Commission (TABC) certified bartender is required for all events serving alcoholic beverages.

One certified police officer per 100 guests’ minimum, is required.

Any additional services or amenities would need to be supplied by the “Licensee” and is subject to the approval of the City.

21. **NO SMOKING. SMOKING IS STRICTLY FORBIDDEN ANYWHERE WITHIN THE “ELECTRIC LIGHT WATER COMMUNITY CENTER” AND WITHIN 50 FEET OF ANY ENTRANCE OR EXIT. NON-COMPLIANCE SHALL RESULT IN AN AUTOMATIC FORFEITURE OF THE SECURITY DEPOSIT.**
22. **APPLICABLE LAW.** This agreement shall be construed in accordance with the law of the State of Texas and venue for any cause of action which arises hereunder shall be Galveston County, Texas.
23. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
24. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
25. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the City or Licensee.
26. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by City under this Agreement will be deemed to be a waiver of any other breach by Licensee, nor shall it affect Licensee’s duties, obligations, and liabilities hereunder.
27. **NO ASSIGNMENT.** Licensee agrees not to sublease the Community Center or to assign this Agreement.
28. **RIGHT OF INSPECTION.** Licensee shall permit the City, its agents, representatives, or employees to enter into or on the Community Center premises at any time for the purpose of inspection.
29. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this License Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

30. **NOTICE.** Any notice required or permitted under this License Agreement or under state law shall be delivered to the City at:

\_\_\_\_\_

And to the Licensee at:

\_\_\_\_\_

Executed on this \_\_\_\_\_.

**CITY OF GALVESTON**

BY: \_\_\_\_\_

Designated representative of  
**Electric Light Water Community Center**

**LICENSEE**

BY: \_\_\_\_\_