



## TOWN OF LITTLE ELM RENTAL AGREEMENT

Facility (check one):  Community Center  Pavilions (LE Park)  Amphitheater (LE Park)

THIS RENTAL AGREEMENT, executed in duplicate, is made on (date) \_\_\_\_\_  
by and between Town of Little Elm (hereinafter "Lessor"), whose address is 100 W. Eldorado  
Parkway, Little Elm, Texas 75068, and \_\_\_\_\_  
(hereinafter "Lessee"), whose address is \_\_\_\_\_

### WITNESS THAT

#### 1. Premises, Terms, and Rental.

Facility to be leased:  Community Center (107 Hardwicke Lane, Little Elm)  
 Pavilions (Little Elm Park, Little Elm)  
 Amphitheater (Little Elm Park, Little Elm)

Lessee intended use: \_\_\_\_\_  
\_\_\_\_\_

Date(s) of Use: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Rental Fee: \$ \_\_\_\_\_ (per hour or per day fee)

Total of Fee: \$ \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

Grand Total: \$ \_\_\_\_\_  Cash  Check # \_\_\_\_\_  Credit Card

2. Indemnity. Except as to any negligence of the Lessor, arising out of roof and structural parts of the building, Lessee will protect, indemnify, and save harmless the Lessor from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or afflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises during the term of the lease, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof, by the Lessee or any person claiming through or under the Lessee.

3. Requirement to Comply with Ordinance and Laws. Lessee agrees to make no unlawful use of the leased premises, and agrees to comply with all valid regulations, city ordinances, and laws of the State of Texas and the federal government, including, but not limited, fire regulations, zoning regulations, and any other laws of any governmental agency. **In accordance with Town ordinance, all music and loud activities must be stopped by 10:00 PM or Lessee will be subject to a fine – no exceptions.**

4. Lessee to Insure Its Own Property. Lessee agrees to keep its personal property, including any machinery, equipment, paraphernalia, costumes, clothing, scenery, trunks, exhibit materials, musical instruments and cases, and any other personal property brought and/or used on the premises by Lessee or any person acting under Lessee's direction reasonably insured against hazards and casualties, this is, fire and those items usually covered by extended coverage. Lessor shall not be responsible for any loss or damage to any of such property for any cause of whatever nature or of any kind.

5. Lessee Duty of Care and Maintenance. Lessee shall, after taking possession of said premises and until the termination of this lease and the actual removal from the premises, at its own expense, keep said premises in a reasonably clean and serviceable condition. Lessee will not allow trash of any kind to accumulate on the lease premises or on the surrounding walkways and stairways, and will place said items in the trash receptacles provided therefore. Lessee agrees that upon the termination of this lease, it will surrender, yield up and deliver the premises in good and clean condition. No adhesive tape, screws, nails, or any attachment devices will be used on any part of the structure including inner and outer walls, stage apron, rails, steps, and doors. Appropriate and acceptable displays may, with permission of Lessor, be attached by rope or cord in an agreed upon manner.

6. Termination of Lease and Defaults of Lessee. This lease shall terminate upon the expiration of the leased term as describe in this agreement. Upon default in payment of rental herein or upon any other default by Lessee in accordance with the terms and provisions of this lease, this lease may, at the option of Lessor, be canceled and forfeited. In case suit is instituted by Lessor to enforce compliance with any term of this agreement, Lessor shall be entitled to reasonable attorney fees and court costs incurred in the enforcement of this agreement, in addition to any damages provided for by this agreement or in accordance with law.

7. Misrepresentation as Grounds for Termination of Lease. Any misrepresentation made by Lessee, its agents or employees, in obtaining this lease agreement shall be grounds for immediate cancellation and termination of the lease by Lessor without any recourse on the part of Lessee or liability on the part of Lessor to Lessee.

8. Lessor's Agent on Premises. Lessee acknowledges that Little Elm Police Officers or Peace Officers must be in attendance as specified in paragraph one above prior to alcohol beverages being served and will remain on-duty until all persons have vacated the premises. Lessee agrees to pay a charge for the attendance of said Police Officers as specified in the written description of charges which has been submitted to Lessee as described in paragraph 1. In the rental of the Little Elm Community Center, located at 107 Hardwicke Lane, there is no alcohol permitted, whatsoever.

9. Miscellaneous. Each and every term and condition of this agreement shall extend to and be binding upon the respective successors and assigns of the parties. None of the terms and conditions of this lease shall in any manner be modified, waived or abandoned, except by a written instrument duly signed by Lessor and Lessee. This lease contains the entire agreement of the parties, and there are no other promises, understandings or agreements except as specifically set forth in this agreement.

10. Costs and Cancellations.

	<input type="checkbox"/> <b>Community Center</b>	<input type="checkbox"/> <b>Amphitheater</b>	<input type="checkbox"/> <b>Pavilions</b>
Rental Fee (due and payable at time of reservation)	<input type="checkbox"/> Resident: \$25/hour - \$100 min. and \$200 max. <input type="checkbox"/> Non-Resident: \$50/hour - \$200 min. and \$400 max. <input type="checkbox"/> Not-for-profit in LE: \$25 per day for a max. of 2 days (Ord. No. 714 Sec. 11.G.3) <input type="checkbox"/> Community/Civic Group: \$0 per 1-month rental Monday-Thursday only. \$25 per day, per party for a max. of 2 days	<input type="checkbox"/> Resident: \$50/hour – \$200 min. and \$400 max. <input type="checkbox"/> Non-Resident: \$75/hour – \$300 min. and \$600 max.	<input type="checkbox"/> Resident: \$20/hour – 2-hour minimum OR \$150/day <input type="checkbox"/> Non-Resident: \$30/hour – 2-hour minimum OR \$200 per day <input type="checkbox"/> Community/Civic Group Resident: \$10/hour – 2-hour minimum OR \$75/day <input type="checkbox"/> Community/Civic Group Non-Resident: \$20/hour – 2-hour minimum OR \$100/day
Deposit (due and payable at time of reservation)	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200	<input type="checkbox"/> \$100
Cancellation (refund)	<b>&gt; 30 days – 100% refund</b> <b>&lt; 30 days – forfeit deposit</b> <b>&lt; 7 days – 100% forfeit of fee and deposit</b>	<b>&gt; 30 days – 100% refund</b> <b>&lt; 30 days – forfeit deposit</b> <b>&lt; 7 days – 100% forfeit of fee and deposit</b> <b>Weather cancellation \$50</b>	<b>&gt; 30 days – 100% refund</b> <b>&lt; 30 days – forfeit deposit</b> <b>&lt; 7 days – 100% forfeit of fee and deposit</b> <b>Weather cancellation \$50</b>
Payments: Cash, checks, money orders, or credit cards are accepted. In the case of a check being written, deposit will not be processed for refund until at least 10 days after the date of the check. This will allow the check to clear the bank before a deposit is refunded. Please allow 2 – 3 weeks after rental date to receive refund, by mail.			

11. The Lessor hereby acknowledges that they have reviewed and understand the regulations as set forth in Ordinance Numbers 714, 245, 272 and 259, regarding park regulations.

IN WITNESS WHEREOF, the parties have duly executed this lease in duplicate on the date stated above.

(LESSOR) TOWN OF LITTLE ELM

By: \_\_\_\_\_

Title: Parks & Recreation – Senior Administrative Assistant

Mailing address: 100 W. Eldorado Parkway, Little Elm, Texas, 75068

Physical address: 101 Hardwicke Lane, Little Elm, Texas 75068

Phone: (972) 731-3296

(LESSEE)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**KEY AGREEMENT (COMMUNITY CENTER ONLY)**

Key #	Location	Issued Date	Return Date
	Community Center		

I, the undersigned, acknowledge receipt of the key designated above. I also agree not to loan, transfer, give possession of, misuse, modify, or alter the above key. I further agree not to cause, allow or contribute to the making of any unauthorized copies of the above key.

I understand and agree that violation of this agreement may rend me responsible for the expenses of a relock for the affected areas.

I further understand that my deposit for the rental will not be returned until the key is returned, in person, to the Town of Little Elm, 101 Hardwicke Lane, Little Elm, Texas 75068.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_