



CITY OF PORT ARANSAS
Municipal Harbor
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SERVICE DESCRIPTION AND FEE SCHEDULE RENTAL OF FACILITIES AT ROBERTS POINT PARK

Basic Daily Fee: This fee represents the basic daily charge for use of the MAIN PAVILION for a sixteen (16) hour period on the day of the event. The sixteen hour period will commence at 8:00 am and ends at 12 midnight. The fee includes the use of the pavilion. Bar-b-q grills located adjacent to the pavilion, picnic tables, area around and behind the pavilion and the set up, use and clean-up of plastic tables, chairs, and ashtrays may also be available upon request. Sound equipment, including wireless microphone and speakers, is available for an additional charge.

Please do not use tacks, nails or staple guns to attach tablecloths, decorations or banners. You may use tape and zip ties.

Alcohol served: If alcohol is to be served, an Alcohol Beverage Use Addendum shall be executed and attached to this lease. If a registration fee is charged that covers alcoholic drinks or alcoholic drinks will be sold, Lessee is responsible for obtaining a Temporary Alcoholic Beverage Permit from the Texas Alcoholic Beverage Commission in Corpus Christi for however many days the event is held.

\$100.00 Clean-up Deposit: Lessee is responsible for general clean-up of area (removal and disposal of trash and other refuse from pavilion and area. Strip tables of any coverings, clean any paper, trash, cans, cups, etc on floor. All trash should be placed in containers provided and/or placed in the dumpster on the opposite side of the Harbor Masters Office. Deposit will be refunded upon satisfactory performance. **If Lessee fails to complete the general clean-up, the deposit will not be refunded.**

I understand and agree to the terms and conditions stated above.

Lessee

Date

CITY OF PORT ARANSAS
PUBLIC FACILITY LEASE

STATE OF TEXAS δ
COUNTY OF NUECES δ

CITY OF PORT ARANSAS

This lease agreement is made and entered into on the _____ day of _____, 20__ at Port Aransas, Nueces County, Texas, by and between the City of Port Aransas, a municipal corporation hereinafter called "Lessor" and _____ hereinafter called "Lessee."

I. DEMISE

Lessor hereby leases to lessee, and lessee hereby leases from lessor the public facility described in the Public Facility Service Description and Fee Schedule attached and hereto and made part of this document.

II. TERM

The term of this lease shall be that period described on the attached Public Facility Service Description and Fee Schedule.

III. STANDARD SERVICES AND ITEMS PROVIDED BY LESSOR

Lessor shall, during the term of this lease, provide at Lessor's expense, services and items shown on attached Public Facility Service Description and Fee Schedule.

IV. BASIC RENTAL AND HOLDING OVER

As consideration for the use of the Facility and provisions by Lessor of the Standard Services and Items set forth under Paragraph III hereof basic rental and holding over rental shall be charged and payable by Lessee to Lessor as follows:

For the basic of the Facility, Lessee shall pay to Lessor the sum of \$_____, for the rental of the facility, and \$_____ as a deposit payable upon execution of lease. The remaining sum of \$_____ shall be payable before the term of the lease upon demand. In the event Lessee uses the facility prior to or holds beyond the expiration of the term hereof, i.e., prior to or beyond the time and date stated on the attached Facility Service Description and Fee Schedule, such use shall be deemed a tenancy at will terminable by Lessor without notice to Lessee, and as holdover rental, therefore, Lessee shall pay to Lessor to sum of \$10.00 per hour for each hour Lessee is in possession prior to or after the term of this lease. Such holdover rental shall be payable upon demand.

Signed as Accepted: _____

V. SPECIAL ITEMS AND SERVICES

The consideration to be paid for the provision for any other special services or items shall be the amount stated in the Port Aransas Public Facility Service Description and Fee Schedule.

VI. SECURITY FOR SUMS DUE

A. Security Deposit

- 1) Lessee has the day deposited with Lessor the sum of \$_____, receipt of which is hereby acknowledged by Lessor, as security for the full and faithful performance by Lessee of all terms, conditions and covenants of this lease on Lessee's part to be performed and kept. The receipt by the City in full of the above stated sum in money of the United States or certified funds constitutes a condition, precedent to the validity of this lease. Lessee has no reservation and no lease until said sum is received by the City as aforesaid. Lessee shall not be entitled to any interest, if any, earned on said deposit.
- 2) If at any time, Lessee shall be in default of payment of rent herein reserved or any portion thereof, or any sums expressly constituting rent hereunder, Lessor may appropriate and supply any portion of the security deposit as may be deemed necessary to the payment of the over due rent or other sums expressly constituting rent hereunder.
- 3) If at any time Lessee should fail to pay for the repair or replacement of any damaged property that Lessee is required to pay for pursuant to the terms hereof, then Lessor may appropriate and apply any portion of the security deposit that may be reasonably necessary to pay for such repairs or replacement.
- 4) If on termination this tenancy for any reason, Lessee does not leave the Facility in a reasonably clean condition, then Lessor may appropriate and apply any portion of the security deposit as may be reasonably necessary to put the Facility in such clean condition.
- 5) If at any time Lessee shall be in default in payment of any such other sums due hereunder, Lessor may appropriate and apply any portion of the security deposit as may be necessary to pay such sums.

B. Lien on Property and Receipts

- 1) To secure the payment of all unpaid rental fees, and any and all other sums due and payable to Lessor under the provisions of this contract, Lessor is hereby given first and paramount lien against ticket office receipts and all property of Lessee upon the premises of the Lessor, which lien shall not be in lieu of and shall not in any way effect the statutory Lessor's lien given by law, but shall be cumulative thereto. To enforce the lien hereinabove expressly granted, Lessor may place its representative in the box office to supervise advance and current sales of all tickets

Signed as Accepted: _____

and may retain in its possession all sums of money received from these sources or any other sources deducted therefrom any sums deemed necessary by Lessor's City Manager or Public Facilities Director to compensate Lessor for any damage to Lessor's property occurring during Lessee's occupancy of the leased premises. After making such deductions, Lessor shall forthwith pay over any remaining sum to Lessee. Should any charges remain unpaid to (10) days after the termination of this agreement, Lessor shall have the power to sell any impounded property at auction, and to apply cash proceeds from such actions to the retirement of the unpaid charges. The remedy of this paragraph shall not be deemed exclusive, and the Lessor expressly reserves the right to exercise any and all further remedies, at law or in equity, which it may deem necessary to recover any unpaid sums under this agreement.

VII. DAMAGE TO FACILITY AND OTHER PROPERTY

- A. Lessee shall, upon vacation of the Facility, surrender the Facility in as good order and condition as existed at the start, acts of God, and ordinary wear and tear expected. Lessee shall not injure, mar, or in any manner deface said premises, and shall not cause or commit anything to be done whereby said premises or equipment therein shall be in any manner injured, marred, or defaced. Lessee will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building or equipment, and will not make or allow to be made, any alterations of any kind therein. No bills, signs or other articles shall be taped, pasted or nailed or otherwise attached to the interior walls, exterior walls or any other portion of said premises without approval of Lessor.
- B. Lessee shall be responsible for any and all damage to the Facility or to other public property rented hereunder or located in, on or about the Facility caused during the term of this lease or during any period of holding over or cause, directly, or indirectly, by activities connected with Lessee or Lessee's use of the Facility or such other property. The need for repair and replacement of such damaged property shall be determined by Lessor. Lessee shall pay on demand all reasonable costs of repair and replacement for such damaged property.

VIII. CONDITION OF FACILITY WITH RESPECT TO CLEANLINESS DUTY TO CLEAN

The facility shall be in reasonably clean condition at the time of commencement of the term of this lease. Lessee shall at the expiration of the term of this lease surrender the Facility in a reasonably clean condition.

Signed as Accepted: _____

IX. TERMINATION OF LEASE-DEFAULT

- A. Lessee may terminate this lease for any cause or without cause by giving to the Lessor a minimum of three (21 days) notice and Lessee shall, in that even, be entitled in refund of all sums of money previously paid under this lease.
- B. Lessor may terminate this lease for any cause or without cause, and without liability to Lessee for any damages sustained or costs or expenses incurred by Lessee, by giving ninety (90) days notice to Lessee, and in the event said termination is without fault of Lessee, all sums or money previously paid hereunder by Lessee to Lessor shall be refunded to Lessee.
- C. If Lessee defaults in the payment of any rentals or other sums due hereunder, or if Lessee defaults in or breaches any other lease covenants, this lease, at the option of Lessor, may be terminated and the relationship of the parties shall be the same in all respects as if said term had fully expired, and Lessor may reenter and hold the same, remove all persons therefrom, and resort to legal proceedings to obtain such possession, and Lessee shall pay the full amount of said rental and other sums as herein agreed to be paid.

X. INDEMNIFY AND HOLD HARMLESS

- A. Lessee shall defend, indemnify and hold harmless Lessor, its agents and employees from any and all claims, demands, causes of action, costs, liabilities in law or in equity of every kind and nature whatsoever, directly or indirectly resulting from or caused by the use and/or occupation of the Facility by Lessee, including but not limited to causes of action or claims based on damages to or loss of any other causes of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for this agreement. This obligation of Lessee to defend, indemnify and hold harmless shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs, and expenses caused, or alleged to have been caused, by any negligent or other act of Lessor, its agents or employees.
- B. Lessee will indemnify and hold harmless Lessor for any loss for damage to property and from any claim or costs related to claims from any third party for loss or damage to property on the premises during the time covered by this agreement.

XI. MISCELLANEOUS

- A. Compliance with Laws, Regulations and Rules
 - 1) Lessee shall comply with laws, ordinances and regulations adopted or established by federal, state, or local government agencies, as well as all facility rules and regulations provided by

Signed as Accepted: _____

Lessor, and will require its agents, guests, invitees, licenses and employees to do so. Lessee shall obtain and pay for all necessary permits and licenses. Nothing will be presented, used or sold that is contrary to law or prohibited by ordinances of the City of Port Aransas. Any items sold at the event must be advertising the event or corresponding to the event.

- 2) Lessee shall conduct its activities with regard to public safety, and will heed applicable regulations and requests by governmental agencies responsible for public safety. All portions of the sidewalks, entries, doors, corridors, passageways, and all ways of access to public utilities on the premises shall be kept unobstructed by Lessee. Lessee shall not bring onto the premises anything likely to endanger any person on the premises, or to constitute a hazard to property thereon without prior approval of Lessor.
- 3) If Lessor has good cause to believe that any person on the premises is in violation of Federal, State, or Local law, ordinance or regulation, Lessor may eject or cause to be ejected any such person or persons.

- B. Public Safety/Termination of Event. Lessor shall retain the right to interrupt or terminate any event when, in the sole judgment of the Lessor, such an act is necessary in the interest of public safety.
- C. Discrimination. The City of Port Aransas does not discriminate on the basis of sex, race, creed, national origin, handicapped status or veteran's status in the employment or the provision of services and will not discriminate for those same reasons against any person relative to admission or privileges offered to or enjoyed by the general public.
- D. Seating and Crowd Capacity. Lessee shall not exceed the capacity of the Facility as posted by the Lessor.
- E. Catering. Catering, as approved in advance by the Lessor, may be performed by any reputable caterer. The caterer must comply with all alcoholic beverage laws as they apply to the Facility. The name of the caterer must be supplied to the Lessor by the Lessee no less than fifteen (15) days prior to the commencement of the term of this lease.
- F. Contracts with Performers. Lessee assures Lessor that it has a valid contract with the performers who will put on the show, if any, and upon request, shall submit a copy of the contract to the Lessor.
- G. Assignment, Subletting, Acts Affecting Lessor's Insurance. Lessee shall not assign this lease or suffer any use of said premises other than that herein specified, or let or sublet the same, or suffer any article to be brought into or act done on said premises which increases the premium on the policy or policies of insurance held by the Lessor on its buildings of which said premises are a part of which violates the term of such policy.

Signed as Accepted: _____

- H. Lessor/Lessee Status. Lessee and Lessor stipulate that in the entering of this lease they are not in any way partners, or joint venturers but are to each other Lessor and Lessee, respectfully and occupy that status only.
- I. Time of Essence. Time is of the essence with respect to any and all covenants, conditions, and promises made herein, including, but not limited to, any and all covenants and obligations and promises to pay sums of money hereunder.
- J. Place of Money Payment. All sums of money payable hereunder are payable at the office of Lessor, City of Port Aransas, City Hall, Port Aransas, Nueces County, Texas.
- K. Attorney's Fees, Costs and Expenses. Should it become necessary or proper to Lessor to retain an attorney to enforce its right hereunder or to collect any sum of money due hereunder, Lessee shall pay Lessor's reasonable costs, expenses and attorney's fees.
- L. Abandoned Items. Lessor reserves the right after the termination of the term of this lease, to remove from the building all effects remaining therein and to store the same wherever Lessor sees fit in its name, or at its option in the name of Lessee, but at the cost, expense and sole risk of the Lessee and Lessor shall not be liable in any way to Lessee by reason of so removing and storing any such effects.
- M. Security. Lessee agrees to have on hand at all times sufficient police forces as shall in the opinion of Lessor, be required to maintain law and order and protect person and property. Unless otherwise agreed in writing and executed by Lessee and Lessor, any and all security personnel shall be employees of and paid by Lessee at the prevailing wage.
- N. Minors. Minors shall be permitted to attend events during which alcoholic beverages are being served if and only if they are accompanied by their parent, guardian, or adult spouse.
- O. Lessor Access. Lessee shall permit Lessor and Lessor's agent to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the property of Lessor.
- P. Alcohol Use. Lessee represents to Lessor that alcoholic beverages (check one) shall _____, or shall not ____ be used, sold or consumed in, on, or about the Facility during the term of this lease. Lessor shall have the right to terminate this lease without notice to Lessee in the event Lessee misrepresents herein that alcohol will not be used, sold, or consumed. If "shall" is checked, Lessor and Lessee shall execute the Alcohol Use Addendum which shall be a part of this contract.
- Q. Insurance. Lessor carries insurance to protect itself against loss. This insurance does not cover Lessee. Lessee, if it desires insurance, must secure its own.

Signed as Accepted: _____

R. Section. Headings. Titles. The section heading and titles in this lease are intended to facilitate subject matter location and shall not be constructed as a limitation of any of the terms or conditions or covenants expressed in said lease.

I acknowledge that I have read the above and foregoing Lease Agreement, that I have authority to contract for the Lessee, and that I will be present at the Facility and on the leased premises at the time of and during the event.

Lessee: _____ (name or organization)

By: _____ (person responsible)

Title: _____ (if applicable)

CITY OF PORT ARANSAS, TEXAS

Lessor: _____ Date: _____

Facility: _____ Date & Time of Event: _____

Security Arrangement w/ _____

Alcoholic Beverage Permit Copy received: _____

CITY OF PORT ARANSAS
SECURITY POLICIES/ALCOHOL ADDENDUM
FOR CITY OWNED FACILITIES
(to accompany Lease Agreement)

City owned facilities include Roberts Point Park, the beach within the Port Aransas city limits, the Community Center, and the Civic Center.

Lessee agrees to have on hand at all times sufficient police forces (either Nueces County Constables from Precinct 4, or the Port Aransas Police) as shall in the opinion of the Lessor, be required to maintain law and order and protect person and property. Unless otherwise agreed in writing and executed by Lessee and Lessor, any and all necessary personnel shall be employees of and paid by Lessee at the prevailing wage. The following rules and regulations shall apply to security personnel:

1. Lessee shall be responsible for supplying no less than one licensed and bonded security officer per event, if alcohol is NOT to be served and the event is NOT open to the public. In the case where alcohol IS served, lessee shall provide one security officer per every 125 people up to 500 person capacity and one security officer for every 200 after the 500 capacity.
2. Lessee shall be responsible for security officers to be present in uniform.
3. Lessee shall be responsible for security officers remaining stationary for too long in any one section of the facility. Security officers shall be responsible for insuring the safety of person and property in all areas leased to Lessee.
4. Lessee shall be responsible for security officers to be present at all times that the facility is open at event time and until such time that the event is terminated. At the time the event is over, the security officers shall notify the Port Aransas Police Department that the even has ended.
5. Minors shall not be permitted to attend events where alcoholic beverages are being served unless they are accompanied by a parent, guardian or adult spouse.
6. Lessee shall make provisions for suitable identification check, by the officers at the entrance to the facility to assure that each person entering is of legal age for public consumption of alcoholic beverages.
7. All beverages shall be served or sold in either cans or cups, no glass containers will be allowed.
8. If alcoholic beverages are to be sold through a registration fee or legal tender during the event, Lessee is responsible for obtaining a Temporary Alcoholic Beverage Permit from the Texas Alcoholic Beverage Commission in Corpus Christi. No other alcoholic beverages may be bought in or out of the Civic Center facility.
9. Management should be notified immediately of any incidents and/or accidents occurring in or around the facility.
10. Lessee shall comply with laws, ordinances, and regulations adopted or established by federal, state or local governmental agencies, as well as all facility rules and regulations provided by Lessor, and will require its agents, guests, invitees, licenses, and employees to do so. Lessee shall obtain and pay for all necessary permits and licenses. Nothing shall be presented, used or sold that is contrary to law or prohibited by ordinances of the City of Port Aransas.

Lessor shall have the right to terminate this event without notice to the Lessee in the event Lessee misrepresents herein that alcohol will not be used, sold, or consumed.

I acknowledge that I have been provided a copy of the City of Port Aransas Security Policies for city owned facilities. I also understand that it is my responsibility to provide the required officers and that I can employ any certified peace officer working within the jurisdiction of Port Aransas.

Facility

Date & Time of Event

Signature of Lessee as accepting the terms stated above

Signature of Lessor