



**YAMBOREE EVENT CENTER
181 Bob Glaze Dr.
GENERAL LEASE AGREEMENT / RULES/REGULATIONS
East Texas Yamboree Association
P.O. Box 1378
Gilmer, Texas 75644**

This agreement exists between the East Texas Yamboree Association (ETYA), hereinafter called Lessor, and the Lessee responsible for the event and the rented facilities.

That, upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed, Lessor does hereby, grant unto Lessee the right to use and occupy the following described space and premises located in the Yamboree Event Center, to wit: _____ to be used for the purpose of a _____ and no other purpose without the written consent of Lessor for a term to commence at 8:00 A.M. the _____, herein after called "leasing date", and terminating at 11:59 P.M. on the _____.

BUILDING DEPOSIT \$ _____ **DEPOSIT REFUNDED \$** _____ **Date** _____
ALCOHOL DEPOSIT \$ _____
RENTAL FEE \$ _____
ADDITIONAL FEES \$ _____

RULES AND REGULATIONS

Lessee hereby covenants and agrees to pay to Lessor, at the Yamboree Offices, Gilmer, Texas for the use of said premises. Lessee agrees that all amounts are due and payable by **CASH, CASHIER'S CHECK OR MONEY ORDER**, in Gilmer, Upshur County, Texas. **ALL RENTAL FEES ARE DUE NO LATER THAN TWO WEEKS PRIOR TO EVENT.**

DEPOSIT AND CONFIRMATION: The deposit is due at the time of booking and is confirmed with a signed lease agreement, and a \$300.00 security deposit. An additional deposit for alcohol is required in the amount of \$200.00. The deposit **cannot** be shared by more than one party. Under no circumstances may the Lessee sub-lease any part of the Yamboree Event Center.

RIGHT OF REFUSAL: The East Texas Yamboree Association reserves the right of refusal or modification in whole or in part; for any event up to the designated time(s) of said event.

CANCELLATIONS: All cancellations of contracted events must be submitted in writing to the East Texas Yamboree Association, PO Box 1378, 106 Buffalo, Gilmer, TX 75644. Cancellations made more than 30 days before use will receive a full refund of deposit and advanced payments. Cancellations made less than 30 days before use will forfeit deposit and advanced payments.

CLEAN UP: Lessee must remove everything brought into the facility immediately after the event. *The ETYA reserves the right to charge a fee of \$25.00 per day from Lessee's security deposit for items not removed.* Items remaining after 72 hours become the property of the East Texas Yamboree Association (unless prior arrangements are made with East Texas Yamboree Event Center Manager). Lessee shall leave the facility in the same clean condition in which it took possession. If the facility is found not to be in the same clean condition as when Lessee took possession, Lessee will forfeit Lessee's

total security deposit. No food or trash will be left anywhere in the building or on the grounds. Lessee is responsible for removing all trash to the outside dumpster immediately after the event is over.

RENTAL PAST MIDNIGHT: If an event runs **past midnight**, an **additional fee of \$50 for each half-hour** will be assessed to Lessee.

DECORATING: Any decorating prep using power tools or other un-affixed items on the outside premises must first have the approval of the East Texas Yamboree Association Event Center Manager. If lessee wishes to decorate at a time other than leased time, lessee must pay the decorating rate. **Decorating at a time other than leased time can only be done if it does not interfere with another event. IMPORTANT...**The Yamboree Event Center does not provide accessories such as tape, extension cords, scissors, utensils, staplers, etc. **ABSOLUTELY NO STAPLES, SCOTCH TAPE, NAILS, TACKS, PUSH PINS, ETC. MAY BE USED IN ANY PART OF THE YAMBOREE EVENT CENTER TO SET UP OR DECORATE. ALL DECORATIONS SHOULD BE FREE STANDING.** Only votive candles in a holder twice the size or tea light candles can be used in the Yamboree Event Center. No spray painting is allowed inside the building. No basic painting or spray painting on the grass or any hard surfaces is allowed on the outside area of the building or parking lots (**DO THIS AT OWN YOUR PLACE**). Throwing rice, confetti, birdseed or rose petals is prohibited anywhere on or in the Yamboree Event Center premises. Absolutely no pyrotechnics are allowed.

MUSIC FRANCHISE FEE: ASCAP/BMI fees will apply to Lessee in any instance where licensed music is played for the general public, whether paid or free attendance. Lessee shall be responsible directly to ASCAP/BMI for any and all applicable fees.

BOOTH SET UP: Lessee must provide booths and set up securely.

MIST or SMOKE MACHINES: Mist or smoke machines will only be permitted when prior notice of two weeks is given to the Yamboree Event Center Manager. The device must be put in place and used only by a **licensed and insured** technician. The Yamboree Event Center Manager, Fire Chief or Fire Marshall are the only persons allowed to bypass the smoke detectors and must notify the Fire Department and current alarm company before doing so.

ALCOHOL DEPOSIT: See the attached alcohol policy of the East Texas Yamboree Association for the Yamboree Event Center. A deposit of \$200.00 is required if alcohol is served.

ANIMALS: Absolutely no pets or other animals allowed in any part of the Yamboree Event Center except those assisting the handicapped. Lessee will be responsible for compliance by anyone attending event.

MOTORIZED VEHICLES: Vehicles, motorcycles, dirt bikes or ATVs are not allowed inside the Yamboree Event Center with the exception of displays, deliveries or repairs.

SPECIAL CONDITIONS:

Yamboree Event Center personnel are not responsible for meeting delivery people, DJ's, sound and light operators, concessionaires, or any other persons hired by Lessee. No, Yamboree Event Center staff member, nor affiliated worker, is available to Lessee to assist in loading, unloading, decorating, etc. Lessee may hire off duty staff/affiliated workers at their own expense.

Absolutely **no smoking** in the Yamboree Event Center. It is the responsibility of the Lessee to enforce this rule. Designated smoking areas are established outside, and the receptacles must be used.

Inflatables may be used with all responsibilities falling upon the Lessee.

Absolutely no water slides, etc. are allowed in any part of the Yamboree Event Center or on any part of the property.

Absolutely no pyrotechnics are allowed.

Under no circumstances may the Lessee sub-lease any part of the Yamboree Event Center.

This agreement is made and entered into upon the above rules and the following express covenants and conditions:

- a. The security deposit will be refunded within ten (10) business days after the event, once the premises have been checked for damages. In the event of damages, the East Texas Yamboree Association Director will present a list of damages to the City Manager's office for cost assessment. If more than the security deposit is necessary to cover the damages, Lessee will be responsible for making full restitution.
- b. The balance of this lease agreement is due two weeks prior to occupancy. It is agreed that Lessor may cancel this agreement at any time prior to (30) days before the leasing date. Lessor will refund all monies paid on this lease to the Lessee.
- c. Lessor shall furnish, at Lessor's expense, all heat, water and lights necessary for Lessee's use.
- d. A lease utilizing facility via a series of regular events may have any and/or all future contracted events cancelled by Lessor should lessee cancel any one scheduled event. Cancellation will be determined at the Yamboree Event Center Manager's discretion.
- e. Unless otherwise specified in writing, the Yamboree Event Center Manager shall be privileged to schedule other similar events both before and after the dates of this contract without notice to Lessee. In all cases the Yamboree Event Center Manager's discretion will be in the best interest of Lessor.
- f. Lessor always reserves the right to eject any objectionable person or persons from the building and premises. In the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the East Texas Yamboree Association, the Yamboree Event Center Manager, its officers, members and employees on account thereof.
- g. In case the premises or the building of which such premises are a part shall be destroyed or damaged by fire or other cause, or if any other casualty or unforeseen occurrence or other causes shall render the fulfillment of this agreement by Lessor impossible, the term of this agreement shall end and Lessee shall be liable to pay rent only up to the time of such termination, and lessee hereby waives and releases any claim for damages or compensation on account of such termination.
- h. Lessor reserves the right after the termination of the time for which the premises are rented to remove from the building all effects remaining therein. Lessor shall not be liable in any way to Lessee on account of removing said effects.
- i. **LESSEE SHALL AGREE TO RELEASE AND HOLD YAMBOREE EVENT CENTER, EAST TEXAS YAMBOREE ASSOCIATION, OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEESS FREE AND HARMLESS FROM ALL CLAIMS AND LIABILITY FOR DAMAGES TO ANY PERSON OR PERSONS FOR INJURIES TO ANY PERSON OR PROPERTY OCCASIONED BY OR IN CONNECTION WITH THE USE OF THE PREMISES CAUSED BY ANY SOURCE WHATSOEVER. LESSEE HEREBY ASSUMES FULL RESPONSIBILITY FOR THE CHARACTER, ACTS, OR CONDUCT OF ALL PERSONS ADMITTED TO THE PREMISES OR TO ANY PORTION OF THE PREMISES BY LESSEE, ITS AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES. LESSEE AGREES, AT ITS EXPENSE, TO HAVE ON HAND AT ALL TIMES SUFFICIENT POLICE, STAGEHANDS AND OTHER PERSONNEL TO MAINTAIN ORDER AND PROTECT THE PERSONS AND**

PROPERTY ON THE PREMISES. THE SUFFICIENCY AND TYPE OF POLICE PRESENT SHALL BE SUBJECT TO THE APPROVAL OF THE YAMBOREE EVENT CENTER DIRECTOR.

- j. Lessee thereof shall obstruct neither the halls nor ramps of said building or premises, or the sidewalk, entrances or lobby. Lessee shall not permit any chairs or moveable seats to be or remain in the passageways, such passageways shall be kept clear at all times.
- k. Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything, which will increase the fire hazard or the rate of insurance on the building or any property therein. No decorations shall be put up without the consent of the Yamboree Event Center Manager. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring exhibits or other items placed therein without the consent of the Yamboree Event Center Manager.
- l. Lessee shall not cause or permit any nails or other things to be driven into any portion of the building, or shall any signs be affixed to the exterior thereof. There shall be no changes, alterations, repair, painting or staining of any part of the building or the furnishings thereof. Lessee shall pay the cost of repairing all damage which is done to the building, fixtures, furniture or furnishings thereof by Lessee, its agents, servants, employees or anyone present on the premises upon the invitation of Lessee including the patrons of the event or function taking place therein. It is expressly agreed that the Yamboree Event Center Manager shall determine whether any such damage has been done, the amount thereof and the responsibility of the Lessee.
- m. Lessee shall not admit to the premises larger number of persons than the seating capacity thereof or a larger number than can safely move about in said areas.
- n. Lessee shall comply with all laws of the United States of America and the State of Texas, all ordinances of the East Texas Yamboree Association and all rules and requirements of the Police and Fire Departments or other municipal authorities of the East Texas Yamboree Association.
- o. At all times the laws of the State of Texas will govern this contract and the courts of Upshur County, Texas will have sole jurisdiction in all matters relating to this contract.

LESSEE, BY HIS/HER SIGNATURE ACKNOWLEDGES RECEIPT OF A COPY OF THE YAMBOREE EVENT CENTER RENTAL RATES, GENERAL RULES AND REGULATIONS, WHICH BY REFERENCE ARE HEREIN MADE A PART OF THIS LEASE AGREEMENT.

Witness our hands in triplicate this ___ day of _____, 20__

By: _____
East Texas Yamboree Association

By: _____
LESSEE:
_____ Printed Name
_____ Address

_____ Phone
_____ Email

**ALCOHOL POLICY OF THE EAST TEXAS YAMBOREE ASSOCIATION
FOR THE YAMBOREE EVENT CENTER**

The East Texas Yamboree Association shall allow the serving and consumption of alcoholic beverages under the following terms and conditions.

1. During any public or private event, in which alcohol has been made available by the sponsor of the event, alcoholic beverage consumption shall be permitted within the building of the Yamboree Event Center only. There will be no alcohol consumption by any person upon the Yamboree Event Center property other than within the Yamboree Event Center building.
2. During any public or private event, in which alcohol has been made available by the sponsor of the event, said sponsor shall not be permitted to serve alcoholic beverages to persons under the age of twenty-one (21).
3. During any public or private event, in which alcoholic beverages have been made available by the sponsor of the event, the sponsor shall be required to retain, and have present at all times during the event, a certified peace officer. There shall be a requirement that there shall be one certified peace officer present during the event for every 75 people in attendance at the event. Any officer working such an event must be approved by the Chief of Police of the East Texas Yamboree Association, or the Assistant Chief of Police of the East Texas Yamboree Association. The rate for this service is determined by the Chief of Police or Assistant Chief of Police officer, to be paid directly to the officer (s).
4. In addition to these rules and regulations promulgated by the East Texas Yamboree Association, all event sponsors must abide by any and all regulations as set out by the Texas Alcoholic Beverage Commission.

Texas Alcoholic Beverage Commission
2800 Gilmer Road, Suite 4, Longview, TX 75604, 903-759-7828
<http://www.tabc.state.tx.us>

RESPONSIBLE PARTY

DATE