





- 6) **Down Payment.** Twenty five Percent (25%) of the total Associated Fee or Five Hundred Dollars and 00/100 (\$500.00), whichever is greater (hereinafter defined as the "Initial Deposit"), is to be paid upon Lessee's execution of this Agreement. If the Event is canceled by Lessee less than thirty (30) days prior to the Event Date, the Initial Deposit shall be forfeited to the Lessor as liquidated damages.
- 7) **Payment in Full.** Payment in full is due no later than thirty (30) days in advance of the Event Date. In the event that payment in full is not received thirty (30) days in advance of the Event Date, a fifty dollar (\$50.00) late fee will be added to the total balance due. The Center does, however, reserve the right to cancel any Event in which payment in full is not received thirty (30) days in advance of the Event Date.
- 8) **Cancellations.** Cancellations by Lessee must be made in writing and delivered to the Center. For any cancellations by Lessee made more than thirty (30) days prior to the Event Date, the Center shall retain a one hundred dollar (\$100.00) administrative fee for such cancellation.
- 9) **Additional Charges.** Additional charges may be applied for additional time usage, services, accommodations, equipment or materials utilized at the Premises. Lessee shall be responsible for payment of all costs related to repair any damage to Premises or replacement of any damaged or destroyed furnishing, equipment, chairs, partitions, portions of the floor, etc caused during Lessee's utilization of the Premise pursuant to this Contract.
- 10) **Non-Profit Groups.** Charitable non-profit groups shall receive a special rental rate so long as the 501(c) form is presented specifying that the Lessee is (or is affiliated with) a non-profit organization. Presentation of the nonprofit paperwork must be made upon execution of this Contract.
- 11) **Limitation of Use.** Lessee may use the Premises for the purpose mentioned above and for no other purpose without the prior written consent of Director for the term of use specified above. The Lessee's use of the Premises shall be limited to the time periods stated above, including load-in of equipment, rehearsals, performance(s), and load-out of equipment. Any use of the Premises by Lessee outside of the above stated time periods may require Lessee to pay Additional Charge(s) as determined by the Director.
- 12) **Use of Lessor's Pre-Approved Vendors.** Lessee shall only be permitted to utilize vendors for services at the Premises (to include, but not limited to catering services, beverage services, rental equipment, rental supplies, etc) from Lessor's list of pre-approved vendors. Upon presentation of this Agreement, Lessor shall provide Lessee with a current copy of Lessor's pre-approved vendors. Lessee may select any vendor from the pre-approved list and shall independently contract with such vendor for the desired services.
- 13) **Building/Seating Capacity.** No Event shall exceed the designated capacity as determined by the City of Edinburg's Fire Marshal.
- 14) **Compliance with Regulations and Laws.** Lessee, its officers, employees, agents, and contractors (collectively referred to in this Section as "Lessee") shall use the Premises in compliance with all procedures, rules and regulations of the Center ("Center Rules"). Such Center Rules are subject to change at the Lessor's sole and absolute discretion. Lessor shall provide Lessee with advance notice of changes in such Center Rules that relate to Lessee's use of the Premises. Lessee, at Lessee's sole expense, shall also: (a) comply with all laws, ordinances, and regulations of federal, state and municipal authorities having jurisdiction over the Premises; and (b) comply with any reasonable directive or order of the Lessor, its Director, officers, employees and agents.
- 15) **As Is Condition.** The Premises are being leased to Lessee "as is" and Lessor makes no warranty of any kind, expressed or implied, with respect to the Premises. Without limiting the generality of the preceding sentence, it is expressly agreed that Lessor makes no warranty as to the marketability, habitability or fitness for any particular purpose of the Center.
- 16) **Control of Premises.** Lessor retains the right to: (a) control the management of the Center; (b) enforce all necessary and proper rules for the management and operation of the Center; and (c) to control the sale or distribution of tickets available from the Center, including restricting the number of tickets that any one person may purchase. Lessor, through its Director, policemen, firemen, and other representatives, has the right at any time to enter any portion of the Premises to ensure that Lessee is in compliance with the terms of this Agreement and the Center Rules. For security reasons, backstage access shall be restricted to performers, artists, stagehands and official representatives of Lessee designated in writing by Lessee and delivered to the Director not later than the earliest hour stated above for Lessee's use of the Premises. All other Lessee guests, patrons, invitees and the Event audience are restricted to the Center common areas and the Primary Venue(s) of the Premises under lease to Lessee. Green Rooms may be used as a private area for receiving Lessee's VIP guests with the prior written approval of the Director.

17) **Decorations.**

- a. Decorations, signs or banners of any kind are not permitted. Any tape, hooks, nails, screws, pins, glue, staples, or other fasteners may not be attached to any surface.
- b. Helium balloons, streamers, glitter or confetti are not allowed on the premises.
- c. The Director reserves the right at any time to require Lessee to remove from the premises any furniture, fixtures, wiring, exhibits, equipment or other things placed without the previous consent.
- d. No display or exhibit shall be installed or operated as to interfere with access to or with the visibility of any required exit or exit sign, nor shall any display block access to fire equipment.
- e. Open flame of any sort is not permitted. Candles, votive candles, torches or similar items are not allowed.

18) **Smoking.** Lessee shall not cause or permit anyone to smoke or use tobacco products in or around the Premises. The Center is a smoke free environment.

19) **Firearms/Handguns.** Lessee shall not cause or permit any person, including a person licensed by the State of Texas to carry a concealed handgun, to carry or possess a handgun or firearm while on the Premises.

20) **Lessor Control of Content.** Lessor retains the exclusive right to approve any Event, conference, exhibition, performance or entertainment that Lessor determines, in the Lessor's sole discretion, is offensive, inappropriate, unsafe or unsuitable. Lessor retains the right to terminate this Agreement without prior notice to Lessee in the event that Lessee's conduct or use of the Premises is determined in Lessor's sole discretion to be offensive, inappropriate, unsafe or unsuitable, or if the Event fails to substantially meet its advertising expectations or claims, or violates Event content or Event restrictions agreed upon by the parties.

21) **Food and Beverage.** Lessee shall not cause or permit any food and beverage in the auditorium or lobby of the Center. In the event that Lessee desires food and/or beverages to be served at any Event at Center, Lessee shall utilize Lessor's list of authorized vendors who may perform such services at Center. Lessee shall select a desired vendor from Lessor's list and Lessee shall coordinate and/or contract for such services directly with such selected vendor. Center may, upon reasonable notice, require documentation of the selected vendor services with Lessee. Lessee, its employees, contractors, invitees, exhibitors, agents and guests shall not bring any food, whether prepared or unprepared, or beverages of any kind, including alcoholic beverages, into the Center without the prior consent of the Director.

22) **Alcoholic Beverages.** Any service, sale, possession or use of alcoholic beverages shall comply with the Texas Alcoholic Beverage Code, as amended, and any applicable local law and Center Rules. In the event that Lessee's Event will involve alcohol (whether sold or donated), Lessee shall be responsible for obtaining (or causing Lessee's selected vendor's to obtain) all permits and/or certified bartenders required by the City of Edinburg Health Department and/or Texas Alcoholic Beverage Commission, if applicable. Lessee shall not offer for sale or provide in any way any alcoholic beverages without obtaining (or causing Lessee's selected vendor's to obtain) an off-premise liquor permit required by Texas Alcoholic Beverage Commission.

23) **Novelties.** Lessee shall not sell or offer to sell any tapes, records, CD's, shirts, souvenirs, merchandise or other novelties, without the prior approval of Director. The location, size, and placement of tables and displays for Lessee's approved novelties shall be determined by the Director

24) **Personnel and Services.**

- a. Lessor reserves the sole and exclusive rights to designate and/or approve the vendor(s) to perform certain required and necessary services and functions at the Center, including, but not limited to, ticket sellers, ushers, security, audio and light system technicians, electricians, valet parking services, emergency and custodial services. Any person employed by or contracted with Lessee to provide such services shall at all times maintain a neat, clean appearance and conduct themselves in a polite, courteous, and professional manner. Lessee shall remove and replace any employee, or contractor, that fails to meet such standards immediately upon request from Director.
- b. The Center employs technicians to operate and oversee the use of all technical and AV equipment. The Lessee will not attempt to operate any of the equipment including the projectors, screens, sound equipment, the lighting equipment and the rigging/curtain system. The Director will use technicians with whom he deems qualified and will supervise all aspects of the Event.
- c. If the Lessee has trained technicians who travel with the production, they may choose to use their own artistic personnel subject to prior approval by Director and with supervision from the staff at the Center.

25) **Removal of Disorderly Persons.** Lessor retains the right to eject and remove, or cause Lessee to eject or remove, from the Premises any of Lessee's employees, representatives, agents or contractors who are loud, boisterous, unprofessional, disorderly or discourteous, and to eject or remove any person, guest, invitee or patron of Lessee who are loud, boisterous or disorderly from the Center, and Lessee does hereby waive and indemnify and hold harmless Lessor, its agents, officers, employees, representatives and contractors from any and all claims for damages against Lessor, its agents, employees, representatives and contractors arising from such ejection or removal. Lessee and its guests do not reserve the right to reserve seats when general admission seating is in effect without the prior written consent of the Director.

26) **Alterations.** Lessee shall not make or permit to be made any alterations, additions, improvements or changes (including painting and decorating) to the Center, or to any equipment or furnishings thereof, without the prior written approval of the Director. Lessee, at Lessee's cost and expense, shall repair, reconstruct or replace any damaged or destroyed portion of the Center, Center equipment or furnishings, caused by any act or omission of Lessee its employees, agents, representatives, contractors, licensees or invitees including the patrons of the Event or pay to Lessor, the costs of such repair, reconstruction or replacement, as determined by the Director. The Director, shall, in Director's sole discretion, determine whether and to what extent any damage or destruction has occurred, and the reasonable cost of repair, replacement or reconstruction thereof. The Director shall notify Lessee in writing of such determination, which shall be final unless, within ten (10) days after Lessee's receipt of such determination, Lessee gives written notice to the Director of Lessee's desire to appeal such determination to Center Administration, stating the specific reasons and grounds upon which Lessee considers the Director's decision incorrect. No other reasons or grounds shall be considered by Center's Administration other than that stated in the notice of appeal. The decision of Center Administration shall be final.

27) **Release and Indemnification.** To the extent allowed under the Constitution and the Laws of the State of Texas, THE LESSEE COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE LESSOR AND THE EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF LESSOR, INDIVIDUALLY AND COLLECTIVELY, FORM AND AGAINST ANY AND ALL COSTS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON LESSOR, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO LESSEE'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF LICENSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB-LESSEE OF LESSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. LESSEE SHALL PROMPTLY ADVISE LESSOR IN WRITING OF ANY CLAIM OR DEMAND AGAINST LESSOR OR LESSEE KNOWN TO LESSEE RELATED TO OR ARISING OUT OF LICENSEE'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT LESSEE'S COST. LESSOR SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING LESSEE OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION 27, IS AN INDEMNIFY EXTENDED BY LESSEE TO INDEMNIFY, PROTECT AND HOLD HARMLESS LESSOR FROM THE CONSEQUENCES OF LESSOR'S OWN NEGLIGENCE, EXCLUDING WHERE THE CAUSE OF THE INJURY, DEATH OR DAMAGE WAS A CONSEQUENCE OF LESSOR'S SOLE NEGLIGENCE UNDER THIS AGREEMENT. LESSEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF LESSOR AND IN THE NAME OF LESSOR, ANY CLAIM OR LITIGATIONS BROUGHT AGAINST LESSOR AND IT EMPLOYEES, OFFICERS, DIRECTORS OR REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY AS SET FORTH ABOVE.

28) **Continuous Shows/Intermissions.** Lessee shall provide intermissions of up to twenty (20) minutes each in duration if the Event is of a continuous duration of more than two hours, when required by the Director.

29) **Advance Opening.** Unless otherwise approved in writing by the Director, if Lessee stages a public performance, the doors for the Event shall be unlocked and unfastened at least one hour prior to the first official hour of the Event, and shall be open no later than one half hour in advance of the Event (or earlier if deemed necessary by the Director).

30) **Abandoned Property.** Lessor reserves the right and Lessee does hereby agree that Lessor may store, dispose of or remove at Lessee's risk and expense, any Lessee property left in the Premises after the termination of this Agreement; and Lessor shall not be liable in any way to Lessee on account of such action. Lessee shall be liable for all costs and expenses incurred by Lessor in such disposition, including reasonable charges for storage.

31) **Care of Premises.** Lessee, at Lessee's own cost and expense, shall from the Event Start Time to the Event End Time, keep and maintain the Premises in a good state of repair, reasonable wear and tear excepted. Upon termination, Lessee shall surrender and deliver the Premises to Lessor in as good a state of repair and condition as the Premises was in when Lessor delivered possession of the Premises to Lessee, reasonable wear and tear excepted.



32) **Internet Usage.** Usage of wireless internet in the Center is available to Lessee at no additional charge.

**33) Insurance.**

- a. Lessee, at the discretion of the Center, shall secure, at its own expense and provide the Center with evidence that it has, comprehensive general liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00);
- b. All insurance and certificate(s) of insurance shall name the Lessor, its officers, agents and employees as additional insured(s) as to all applicable coverage;
- c. All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas;
- d. A certificate of insurance evidencing the required insurance shall be submitted no later than thirty (30) days prior to the Event Date.
- e. If Lessee fails to maintain the aforementioned insurance, Lessor may obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; however, procuring of said insurance by Lessor is an alternative to other remedies Lessor may have, and is not the exclusive remedy for failure of Lessee to maintain said insurance. In addition to any other remedies Lessor may have upon Lessee's failure to provide and maintain any insurance or policy to the extend and within the time herein required, Lessor shall have the right to order Lessee to stop work/services hereunder, and/or withhold any payment(s) which may become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.
- f. Nothing herein contained shall be construed as limiting, in any way, the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractors' performance of the services covered under this Agreement.

34) **Non-Discrimination.** Lessee, its agents and employees agree not to discriminate on account of race, color, religion, national origin, gender, or handicapped condition in the use of or admission to the Premises.

35) **Performance Quality.** Lessee hereby agrees that no activity, performance, exhibition or entertainment (attraction) shall be given or held or take place in the Premises herein described which is potentially dangerous to the public or which is illegal, indecent, obscene, lewd, or immoral and should any exhibition or performance or any part thereof be deemed by Lessor to be dangerous, illegal, indecent, lewd, immoral or in any manner offensive to persons of ordinary sensibilities, then Lessor shall have the right to demand of Lessee that Lessee immediately, upon receipt of such notice, make such changes.

36) **Abandoned Items.** Lessor shall have the sole right to collect and have custody of articles left in the Premises by persons attending any performance, exhibition, or entertainment given or held on the Premises. Lessee agrees to hold Lessor harmless from disposing of said articles not claimed within 48 hours after the end of the event.

37) **Cancellation by Lessor.** Violation by Lessee of any covenant, agreement or condition contained herein shall be cause for termination hereof by Lessor. In such case, Lessee forfeits any payment already made to Lessor and it entitled to a refund only if the canceled space is re-booked to another party. In addition, Lessor may likewise terminate this Agreement if the Lessee should, prior to the date of occupancy hereunder, violate any covenant, agreement, or condition in any other agreement which the Lessee might have for use of the Premises or should a court having jurisdiction over Lessee take its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act. Written notice of such cancellation will be given to the Lessee by Lessor. Lessee waives any and all claims for damages against Lessor resulting from such cancellation.

38) **No Waiver.** No waiver by Lessor of any default or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

39) **Impossibility of Performance.** If the Premises or any portion thereof be destroyed by fire or other calamity so as to prevent the use of the Premises for the purposes and during the periods specified in this Agreement or if the use of the Premises by Lessee shall be prevented by an act of God, strike, lockout, material or labor shortage, restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of Lessor, then this Agreement shall terminate. Lessor shall not be liable or responsible to Lessee for any damages caused thereby and Lessee hereby waives any claim against Lessor for damages by reason of such termination, except that any unearned portion of the Associated Fee due thereunder shall abate, or, if previously paid, shall be refunded by Lessor to Lessee. Further, in the event of an occurrence described above, Lessor reserves the right to relocate Lessor to an alternative space within the Premises which is suitable for the use of Lessee should such relocation become necessary. In the event of such relocation, this Agreement shall continue in full force and effect with the new location substituted for the old location. Lessor shall use its best efforts to avoid any unnecessary inconvenience to Lessee.

40) **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained herein.

41) **Notices.** Any notices required or appropriate under this Agreement shall be given in writing to Lessee at the address shown below, and to the Lessor, 118 Paseo del Prado, Edinburg, Texas 78539, Atten: Conference Center Director.

42) **Headings.** The paragraph headings contained herein are for convenience of reference and are not intended to defined, extend, or limit any provisions of this Agreement.

43) **No Assignment.** This Agreement is personal to Lessee. It is non-assignable and any attempt to assign this Agreement will terminate all rights and privileges herein granted.

44) **Governing Law.** This Agreement will be interpreted according to the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Hidalgo County, Texas. This Agreement is made and to be performed in Hidalgo County, Texas and is governed by the laws of the State of Texas.

45) **Entire Agreement.** This Agreement contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this Agreement, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written or contained.

Signature: By signing this Agreement, the Lessee hereby acknowledges that all terms and conditions, rules and regulations and schedules are understood and accepted.

**LESSOR:** DHR Real Estate Partners, Ltd .  
dba Edinburg Conference Center

**LESSEE:** \_\_\_\_\_

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

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

Printed Name: John Garza

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

Title: Facility Director

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

Date: 10/1/13

Date: \_\_\_\_\_

