

CITY OF PHARR RENTAL AGREEMENT

PHARR EVENTS CENTER

TODAYS DATE:	SEPTEMBER 6, 2018
RESERVED DATE:	OCTOBER 3, 2018
BALANCE DUE DATE:	SEPTEMBER 28, 2018
EVENT TIME:	7:00 AM – 3:00 PM
DECORATION TIME:	OPEN
EVENT NAME:	2018 HIDALGO COUNTY HEALTH & WELLNESS EXPERIENCE

- 1. PAYMENT OF RENTAL:** The full rental amount and security fee must be paid at least 30 days prior to reserve date. Failure to pay as required may be result in immediate cancellation. **Transfers of rental dates are not permitted.**
- 2. DEPOSIT:** A deposit of 25% is required to reserve the Pharr Events Center and is applied to the full rental amount.
- 3. CANCELLATION REFUNDS:** Deposit refunds are allowed only if cancellation occurs no later than thirty (30) days prior to event.
- 4. SECURITY PERSONNEL:** Activities involving dancing, amplified music, selling or serving of alcoholic beverages, or the consumption of alcoholic beverages, will require a minimum of three qualified Pharr Police Officers. The city will determine the number of City of Pharr Police Officers required to secure the Premises during all functions. For security information, please contact Lieutenant Abram Robles at 402-4388. The office is located on 1900 S. Cage. The city reserves the right to require City of Pharr Police Officers at any time.
- 5. DECORATIONS:** The Lessee shall not post, or permitted to be posted, any signs or anything upon the Premises which may tend to injure or in any manner deface the Premises. The Lessee shall not permit nails, hooks, adhesive fasteners, tape, staples, tacks, or screws, to be inserted or installed on any part of the building or Premises. Motor vehicles, livestock, and equipment which may damage the integrity of the convention center floor, walls, ceiling, or any other surface or structure is prohibited.
- 6. ICE AND BEVERAGES:** Catering services which include food, punch or ice tea will be permitted by the Lessee through 8 p.m. Alcoholic beverages such as beer and wine-coolers, and soft-drinks of any kind such as coca cola, sprite, etc., are not allowed to be taken by guests into the Pharr Events Center. The City of Pharr provides a concessionaire who is responsible for this service. Should the caterer continue serving after 8 p.m., the city concessionaire will have the option of discontinuing their services and no other food or beverages will be allowed to be taken by guests into the Pharr Events Center.
- 7. RENTAL HOURS:** Rental hours from Sunday through Friday consist of 8 a.m to 1 p.m., 8 a.m to 7 p.m., and 1 p.m to 12 midnight, and 8 a.m. to 1 p.m. and 1 p.m. to 1 a.m. on Saturdays.
- 8. TABLE AND CHAIR ARRANGEMENTS:** The City of Pharr will provide Lessee with a standard table and chair arrangement. A deviation from the original table and chair design must be prepared and submitted by the lessee one month prior to Event.
- 9. NON SMOKING FACILITY:** As per Article VI, section 62-181 and 62-182, of the City of Pharr's Code of Ordinances, smoking is not permitted in any indoor or enclosed city-owned facility.
- 10. TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice prior to the scheduled and reserved Event. If either party default (the Defaulting Party), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees as may be allowed pursuant to Section 271.153 of the Texas Local Government Code. A subsequent determination by a court of law

of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this Agreement. Venue shall be agreed to in Hidalgo County, Texas.

- 11. **INDEMNIFICATION:** It is agreed that the party reserving the facility shall agree to protect, defend, hold harmless and indemnify the City, any member of its departments, Board of Commissioners, its officers, employees and agents, and its insurers, from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgement, liens, court orders, and damages brought by third parties, invitees, vendors, and any person related to the event or transactions arising from the event.
- 12. Legal compliance, it is agreed that the party reserving the facility shall use the facility only for the intended purpose and shall comply at all times with local ordinance and state laws. It is the Lessee's responsibility to become familiar with concessions and booking information prior to scheduling the Event.
- 13. **By signing below, I understand that I am responsible for payment in full for South Star Security, Pharr P.D and Melharts Music. These fees are entirely apart from Pharr Events Center rental fees.**
- 14. **By signing below, I understand that I may not bring any food, water, sodas or any other food product that is available at the Pharr Events Center concession stand into the building.**

This Agreement shall be governed by and construed in accordance with the laws of Texas, and venue/jurisdiction shall lie exclusively in Hidalgo, County Texas.

In the event of an emergency, please feel free to call the office at (956) 402-4500 (Monday through Friday 8:00 am to 5:00 pm) or contact Gary Rodriguez (cell) 956-342-0536.

AGREED:

PRINTED NAME: _____

SIGNATURE: _____
(LESSEE)

PRINTED NAME: CITY OF PHARR

SIGNATURE: _____
(LESSOR)

EVENT SUMMARY:

2018 HIDALGO COUNTY HEALTH & WELLNESS EXPERIENCE

RENT: \$ 3,000.00

PD: N/A @ \$35.00 AN HOUR \$ N/A

SECURITY: 3 @ \$16.00 AN HOUR \$ 384.00 **(PENDING)**

CONCESSIONS STAFF N/A @ \$11.00 PER HOUR \$ _____ **(PENDING)**

CUSTODIAN STAFF N/A @ \$11.00 PER HOUR \$ _____ **(PENDING)**

Mike Escaname

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Friday, September 7, 2018 2:48 PM
To: Mike Escaname
Cc: eddie.olivarez@hchd.org; Ricardo Salinas
Subject: Re: Request for Review - City of Pharr Rental Agreement

Mike,

I have reviewed the agreement with the City of Pharr **and approve as to form.**

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 292-7619 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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