



Lease Agreement

APPLICATION AND PERMIT FOR LEASE OF THE T2 ARENA

This agreement, made this _____ day of _____, 20____, between the T2 Arena, here after referred to as "ARENA", and _____, here after referred to as "LESSEE", whose information is as follows:

Name of Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____ Cell: (____) _____

Name of Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone:(____) _____ Fax: (____) _____ Cell: (____) _____

Contact Person: _____

Title of Contact: _____

Address: _____

City: _____ Fax: (____) _____ Cell: (____) _____

E-Mail: _____

Event Date (s): _____ Deposit: _____

_____ Deposit: _____

The following terms and conditions are hereby agreed as conditions of this Lease Agreement to protect the Owners, Directors and staff of T2 Arena. Failure to comply with this agreement in its entirety without written consent of the Arena Director will result in the forfeiture of all deposits, monies and future leases at the sole discretion of the Arena Director. T2 Arena reserves the right to modify, alter and/or cancel any agreement if deemed necessary by the T2 Board or Directors and Arena Director.

ARENA and LESSEE agree to the following terms and conditions:

1. The lease agreement must be fully executed by all parties and a copy provided directly to the Arena Director upon completion.
2. The Tin Top Arena Director has the sole discretion to refuse service and booking to any and all persons, entities or agents.
3. Rates:
 - A) Rates are set at a daily rate or eleven (11%) of gross receipts whichever is greater.
 - B) Lessee shall also be responsible for additional fees for set up and tear down. These additional fees shall be mutually agreed upon by all parties in advance.
 - C) Lessee shall be responsible for all taxes, if applicable. Further, Lessee shall be responsible for compliance with all City, County, State and Fire Marshall regulations for their event. Lessee acknowledges that they have reviewed such laws and ordinances prior to scheduling the event.
4. Deposit:
 - A) Lessee will submit a fifty (50%) deposit upon booking of the venue. Booking shall be at least (180) days prior to the event. Balance shall be paid a minimum of forty-eight hours prior to the start of the event. In the event the rental is based on gross receipts, this balance along with a complete accounting shall be paid within one hour of the events conclusion.
 - B) Any changes to these terms must be approved in writing by the Tin Top Arena Director.
5. Marketing:
 - A) Lessee shall be solely responsible for the marketing and advertisement to assure the success of their event. In no way shall the Arena be responsible for the success or failure of the event.
6. Concessions:
 - A) Unless otherwise agreed, the Arena will provide, maintain and staff the concessions and retain all sale proceeds. Any sales by outside sources are strictly prohibited.
7. Merchandise:
 - A) Merchandise sales rights are granted upon approval by the Arena Director, subject to an Arena commission fee of (15%) of all such sales. These sales shall be reported to the Arena Director and commission paid within one hour of the events conclusion.
8. Security:
 - A) Lessee agrees to provide _____ uniformed officers at a cost of \$_____per hour. Security will be present one hour prior to the start of the event and remain on premises until all parties have vacated the event property.
 - B) In the event alcohol sales are provided, additional security may be required at the discretion of the Arena Director. The payment of the additional security shall be paid as provided in Section 7a of this agreement.
9. Floor Plan/Event Schedule:
 - A) Lessee will provide the Arena Director a detailed floor plan at least 7) days prior to the event.
 - B) Any supplies not furnished by the Arena will be the sole responsibility of the Lessee.
10. Damages:
 - A) Lessee shall be responsible for any damages to Arena property. All displays, signage and exhibits must be approved in advance by the Arena director.

11. WARNING: UNDER TEXAS LAW, SECTION 87.003, LIMITATION ON LIABILITY:

A) The Lessee confirms that they are aware of this law governing which governs the limited liability incurred by the Event and Organizer of the event.

12. Indemnity/Insurance:

A) Lessee agrees that they will hold harmless and waive subrogation in favor of the Tin Top Arena in the event of any property damage, bodily injury or death resulting from their scheduled event. This indemnity includes bodily injury or death of all patrons and participants in the event. Lessee agrees to defend any such claims against the Arena, owners and directors as if the claim was a claim directly to the Lessee.

B) General Liability Insurance:

Comprehensive General Liability insurance shall be provided in the amount of \$1,000,000 per occurrence. Tin Top Arena, it's owners, directors, and staff shall be named as an additional insured and a waiver of subrogation shall be provided in favor of the Arena.

C) Worker's Compensation:

In the event of paid or volunteer employee's the Lessee shall provide for any Worker's Compensation statutory needs and provide a waiver of subrogation in favor of the Arena.

D) Any Lessee property on the Arena premises shall be the sole responsibility of the Lessee.

13. Cancellation/Reschedules:

A) Lessee agrees to provide the Arena director a written notice of cancellation and/or rescheduling prior to (90) days of the day of the event. In the event of cancellation during this allowed time all deposits shall be returned to the Lessee or applied to the rescheduled event.

Any matter not herein expressly provide for, shall rest solely within the discretion of the T2 Arena Board of Directors or appointed representatives.

Dated this _____ day of _____, 2015.

LESSEE (Signature)

LESSOR (Signature)

By _____ By _____