

PC POLK COUNTY COMMERCE CENTER

EVENT CONTRACT

1017 North 59 Loop, Livingston, Texas 77351

(936) 933-5852

This Agreement, made and entered into this the _____ day of _____ 20__, by and between the Polk County Commerce Center, acting by and through its Board of Directors hereinafter called Lessor, and _____, hereafter called Lessee, and in consideration of the covenants and agreements herein expressed and the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby grant unto the Lessee the right to use and occupy the following described space, facilities and premises located in the City of Livingston, County of Polk, Texas, to wit: Rental Agreement as follows:

_____ Auditorium
_____ Large Meeting Room
_____ Catering Kitchen
_____ Other _____

TOTAL RENTAL FEES DUE: \$ _____

DAMAGE DEPOSIT: \$ _____

TYPE OF EVENT: _____

EVENT DATE AND HOURS OF RENTAL:

Lessee hereby covenants and agrees to pay to Lessor half of the lease fee upon signing of contract. The remaining payment is due sixty (60) days prior to the scheduled event. If an event is scheduled within (60) days of the scheduled event, full payment is due upon signature of contract.

The full amount of the lease fee will be refunded for any written cancellation made within sixty (60) days prior to the scheduled event. If written cancellation notice is given thirty (30) days prior to the scheduled event, the Lessee will forfeit half of the lease fee. The event is subject to cancellation should the payment not be made in a timely manner.

The Damage Deposit fee is due at the time the lease contract is signed. This is a separate fee to ensure that the premises are left in good condition and the terms of the contract are met, it is not payment towards the lease fee. Damage Deposits are refundable after the event, so long as no damage has been

done and all conditions of the contract have been met. In the event that the cost of repair for the damages exceeds the Lessee's Damage Deposit, the Lessee will be responsible for the additional cost of repairs.

Damage Deposits are refundable within thirty (30) days following the event, and will be mailed to the Lessee at the address indicated on the lease contract.

To the fullest extent permitted by law, Lessee shall indemnify Lessor, Lessor's agents, its affiliates, and the respective Directors, officers, agents, and advisors including attorneys, accountants, and experts (each such Person, and "Indemnatee") against, and defend and hold each Indemnatee harmless from any and all losses, claims, damages, penalties, liabilities and related expenses, including attorney fees for each Indemnatee, incurred by or asserted against any Indemnatee arising out of, in connection with, or as a result of the execution or delivery of this agreement, the performance by the parties to this agreement of their respective obligations, the failure of the Lessor to comply with any term of this agreement or any applicable law, any inaccuracy of any representation or breach of warranty in this agreement, and any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing whether based on contract, tort, or any theory and regardless of whether any Indemnatee is a party to this agreement. This indemnity shall extend to each Indemnatee notwithstanding the sole or concurrent negligence of any kind or character, including gross negligence or willful misconduct of an Indemnatee, or by reason of strict liability imposed without fault on any one or more of the Indemnitees.

Print Name

Date

LESSEE'S SIGNATURE

PLEASE LIST CONTACT INFORMATION BELOW:

ADDRESS: _____

PHONE AND EMAIL: _____

Approved: _____
Date

Debbie Mayes, Director
POLK COUNTY COMMERCE CENTER