

**TEXAS RANGER HALL OF FAME &
MUSEUM
KNOX CENTER RENTAL AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

THIS AGREEMENT, made and entered into by and between the City of Waco, a municipal corporation of the State of Texas, acting by and through its Texas Ranger Hall of Fame & Museum Director, hereinafter called Lessor and, the Lessee as identified in page 7 of this Agreement.

WITNESSETH:

- 1. Right to Use Facility:** That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by Lessee of all such covenants and agreements, the Lessor does hereby grant unto the Lessee the right to use and occupy the John Knox Texas Ranger Memorial Center ("Center"), a part of the Texas Ranger Hall of Fame and Museum ("Museum"). Lessee is to use the Center for the purposes indicated and for no other purpose without the written consent of the Lessor for the terms indicated.

- 2. Payment of Rental Fee:** Lessee hereby covenants and agrees to pay to Lessor, at its office in the Texas Ranger Hall of Fame and Museum, the amounts specified in section 44 of this Agreement for the use of the John Knox Texas Ranger Memorial Center space plus any additional charges for tables, chairs or other services or equipment. Lessor reserved the right to cancel an event in the event that established payment schedules are not met, credit card charges are declined or disputed or personal checks are returned. If Lessee fails to make any payment, Lessor reserves the right to terminate this Agreement and all payments previously paid will be forfeited. Lessee may be billed all costs of collection, including attorney's fees. Additionally, Lessee will not be leased any portion of the Museum in the future until all past due sums are paid.

- 3. Method and Manner of Payment:** It is agreed that Lessee shall upon execution of this Agreement, pay the room rental fee by cash, check or accepted credit card. The total remaining event balance in cash, check or accepted credit card will be paid not later than two weeks prior to use of said facilities. Failure to pay this remaining event balance may result in cancellation of this Agreement at the option of the Lessor. If the Lessee, being entitled to possession hereunder, fails for any reason to take possession of or use the Center, without the written consent of Lessor, no refund shall be made and any payment(s) made to Lessor shall be taken by Lessor and the full sum called for by this Agreement, including any disbursements or expenses incurred by Lessor in connection therewith, shall be payable by the Lessee to the Lessor. This may include table and chair charges if room(s) were already set up. It is further agreed that the retention of any such payments made by the Lessee to the Lessor shall not be considered as penalty, but shall constitute liquidated damages to offset cost to prepare the Center from use and lost revenue from potential rental to another.

- 4. Return of Room Fee & Payments:** If unforeseen circumstances create a conflict between the Lessee's use of the Center and use of the Center by the Texas Rangers, the Texas Department of Public Safety or the City of Waco, these entities shall be given priority. On such an occasion, the Lessee's room rental fee and payments shall be returned and the Lessee's use of the Center for the date in conflict shall be denied. Notice of such a conflict and return of payments to Lessee shall be accomplished at least 60 days in

advance of the Lessee's intended date of use.

- 5. Denial of Use:** The City of Waco and the Texas Ranger Hall of Fame and Museum reserve the right to deny use of the facility to individuals or organizations that (a) violate, or advocate the violation of the civil rights of citizens, (b) conduct or advocated illegal activity, or (c) violate commonly accepted museum standards as codified in the most recent edition of *Code of Ethics for Museums* published by the American Association of Museums. The City of Waco and the Texas Ranger Hall of Fame and Museum further reserves the right to remove from the Center any such individuals or organizations; in the event of the exercise of this authority, Lessee waives all claims for damages on that account.
- 6. Removal of Objectionable Persons:** Lessor reserves the right at all times to require the event coordinator(s), officers, agents, volunteers and all other employees of Lessee organization to eject any objectionable person or persons from the Center and the grounds of the Texas Ranger Hall of Fame and Museum. In the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against Host, its agents, servants and employees on account thereof.
- 7. Use of Facility:** Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the Center herein above specifically described for the purpose and for the term stated herein, including corridors necessary to accommodate patrons, and Center restroom conveniences.
- 8. Sales Permitted and Prohibited:** Sales of antiques, firearms, artwork and craft items are allowable only if: (a) they are sponsored by a club or organization holding an IRS 501(c)(3) or other United States Internal Revenue Service nonprofit or governmental designation and (b) the majority of commissions and/or proceeds benefit a nonprofit club or government organization and not an auctioneer or promoter. Any auctions or sales may be declined at the discretion of the Director of the Texas Ranger Hall of Fame and Museum to protect the professional reputation and standards of the institution. No rummage, flea market or garage type sales are permitted. The decision of the Texas Ranger Hall of Fame and Museum Management in this respect is final.
- 9. Removal of Certain Merchandise:** The Director of the Texas Ranger Hall of Fame and Museum may require Lessees engaged in sales activities to remove merchandise deemed to be (a) in violation of local, state or federal laws, or (b) which is offered for sale in a manner or circumstance which violates commonly accepted museum standards as codified in the most recent edition of *Code of Ethics for Museums* published by the American Association of Museums. The decision of the Texas Ranger Hall of Fame and Museum Management in this respect is final.
- 10. State Liquor Regulations:** Except as provided in this Agreement, the Lessee will not allow beer, wine, or any liquors of alcoholic content to be given away, sold, or used upon said premises neither in violation of the rules and regulations promulgated by Lessor nor in violation of any law of the State of Texas regulating the use of alcoholic beverages. No alcoholic beverages may be brought into Knox Center by either the person named on the contract, or by any patron attending the event. Donated alcoholic beverages are not allowed in Knox Center under any circumstances. Service of alcoholic beverages will not be allowed to begin without security as required in item #35 of this rental agreement. Security is required for all events where alcohol is being served.
- 11. Dispensing of Liquor and Food:** Alcoholic beverages may be dispensed only by caterers who employ certified servers and who also possess all adequate and necessary state and local alcoholic beverage dispensing permits and liability insurance. Caterers will not dispense or serve any alcoholic beverages without security present as required by item #35 of this rental contract. Only caterers possessing required

county health permits and licenses and liability insurance may dispense food. Approval of caterers rests with the Texas Ranger Hall of Fame and Museum.

12. Caterer's Liability Insurance: All caterers must carry a minimum of \$500,000 liability insurance and possess a County Health Certificate, in addition to each employee utilized at the Center must possess a Food Handler's Certificate. The Texas Ranger Hall of Fame and Museum must approve all caterers.

13. Interruption of Services: Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights, or air conditioning due to the failure of any of this equipment to operate or function properly through no fault or act of Lessor.

14. Indemnity and Hold Harmless. Lessee agrees to indemnify, defend, and hold Lessor harmless from any and all claims of every kind, which may be asserted against Lessor arising from or incident to the use of the facility, or arising during the use of the facility, including failure of the plumbing, lighting, heating and air-conditioning systems. Lessee accepts full responsibility or liability for personal injuries, loss of or damage to Lessor's possessions or personal property.

15. Fire or Damage to Building Preventing Completion of Lease: In case the Center covered by this Agreement, or the building of which such Center is a part be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this contract by Lessor impossible, then the terms of this contract shall end and Lessee shall be liable to pay for use 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.

16. Insurance: Lessee shall keep in full force and effect during the terms of this agreement insurance in the following types and minimum amounts:

Comprehensive General Liability including premises/operations, personal injury, and product/liquor liability in such instances where food/liquor is served.

Property Damage: \$1,000,000 per occurrence \$1,000,000 aggregate

Bodily Injury: \$250,000 per person \$500,000 aggregate

Workers' Compensation is statutory if Lessee retains employees.

All insurance policies will name the Texas Ranger Hall of Fame and Museum as additional or co-insured. All insurance policies shall be subject to the examination and approval of the City of Waco for their adequacy as to form and content, form of protection, and insurance company. Lessee shall furnish to the Texas Ranger Hall of Fame and Museum at least two weeks in advance of the event policy endorsements or copies of the policies, plainly and clearly evidencing such insurance.

17. Rights of Lessor During Lease: Lessor, through its Texas Ranger Hall of Fame and Museum Management, security personnel, employees and other designated representatives, shall have the right at any time to enter any portion of the Center herein before described for any purpose whatsoever and the entire building shall at all times be under the charge and control of the Texas Ranger Hall of Fame and Museum Management. The keys to the Center shall remain in possession of the Lessor or Texas Ranger Hall of Fame and Museum Management but during periods covered by this Agreement, the entrances and exits of the Center shall be locked or unlocked under the direction of the Lessee in accordance with the terms of this contract and in compliance with all fire codes.

18. Lessee Occupancy of Center: Lessee renting the facility for an evening event may decorate or occupy the facility after 8 am the day of the function. All events must terminate no later than midnight the day of the function or earlier as specified by Texas Ranger Hall of Fame and Museum Management. Lessor accepts no responsibility for the property or possessions of the Lessee. Lessee must remove all possessions at the stated event termination time as stated on the event application (unless Lessor agrees in writing to a

different time frame), at which time Lessee's right of access to the Center terminates. Property remaining following the event will be considered abandoned. At the discretion of the Lessor, such property may be placed outside the building, discarded or claimed by the Lessor to the extent allowed by Texas law.

- 19. Obstruction of Traffic:** Neither the halls nor ramps of the Center or the adjacent Texas Ranger Hall of Fame and Museum, nor the sidewalks, entrances, exhibit galleries or lobbies thereof shall be obstructed by Lessee nor used for any other purposes than egress or regress, and Lessee will not permit any chairs, equipment, displays, or other items to be or remain in such passageways, and will keep such passageways clear at all times except as agreed to within this contract.
- 20. Parking:** Parking vehicles in a manner which blocks entrances, driveways, or the landscaped grounds of the Texas Ranger Hall of Fame and Museum is prohibited. Parking on the grass around the Center is prohibited in accordance with state cemetery laws. Parking is permitted only in the areas specified in the illustration on the Parking Map designated as "Parking Areas." Vehicles parked outside of the specified areas, or in such a manner as to impede traffic or create a safety hazard are subject to towing at the expense of the vehicle owner.
- 21. Fire or Animal Hazards:** Lessee shall not bring or permit anyone to bring into said Center or keep therein anything that will increase the fire hazard or the rate of insurance on the building or any property herein. Lessee shall not bring or permit any person to bring into said Center any animals, except for service animals, or any other property of any kind, without the consent of the Texas Ranger Hall of Fame and Museum Management and shall not place or put up any decorations without the consent of the Texas Ranger Hall of Fame and Museum Management. Lessor reserves the right at any time to require Lessee to remove from the Center any animals, furniture, fixtures, wiring, exhibits, or other things placed therein without the consent of the Lessor.
- 22. Construction and Decoration:** Lessee will not cause or permit any nails, tacks, staples, tape, adhesive, or other things to affix decorations, signs, or any other objects to any part of the exterior or interior of any part of the property. Lessee will not cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof, nor do, nor permit to be done anything which will damage or change the finish or appearance of the building or the furnishings thereof. Construction or painting will not be allowed on the premises. Hay, real rose petals, straw, dirt, rice, confetti, glitter, birdseed and other similar items may not be used and are not permitted in any part of the facility. Smoke machines as well as candles and lanterns with flammable components or parts are prohibited. Non-flammable, electrical candles may be used in the Center. Lessee will pay the cost of repairing any and all injury and damage which may be done to the building or any of the fixtures, furniture or equipment thereof by any act of Lessee or any of Lessee's employees or agents or anyone visiting the building upon the invitation of Lessee including the patrons of the attraction or function for which Lessee is hereby renting the Center herein above described. It is expressly agreed that the Texas Ranger Hall of Fame and Museum Management shall determine whether it is one for which, under the terms of the Agreement, Lessee is to be held responsible.
- 23. Hanging Items and Lighting:** Lessor must approve the method of hanging of any signs, posters or decorations prior to their hanging. Lessee is responsible for hanging all pre-approved decorations and assumes all liability for any personal injuries or property damage resulting from said signs, posters, or decorations. Lessee may not hang any items from light fixtures, exit signs, air conditioners, air supply ducts, return air grills or diffusers. Lessee may not remove or move any ceiling tile for the purpose of hanging decorations. Lessee may not obstruct or cover any exit lights or fixtures or obstruct or block the view of any security cameras in the Center. Lessee may not plug any lighting circuit or extension into any exit, light fixture or socket unless approved in advance by Lessor. Minimum lighting is required for Museum security cameras.

- 24. Fire and Safety Codes:** Lessee and the decorator or other agents hired by Lessee must comply with applicable local, state and national fire and safety codes. Lessee must not allow any open flames in the Center. Lessee must not bring any gasoline, kerosene, coal oil or any other flammable substances or incendiary components or devices into the Center. Decorations used by the Lessee must be of approved, flame-resistant materials.
- 25. Sanctioning of Event:** Lessee shall not imply that Lessee's function is sanctioned by the City of Waco or the Texas Ranger Hall of Fame and Museum in print, electronic or broadcast form unless authorized. Lessee may not advertise the Texas Ranger Hall of Fame and Museum telephone number unless so authorized.
- 26. Compliance with Laws and Ordinances:** Lessee shall comply with all laws of the United States, and of the State of Texas, all ordinances or other regulations of the City of Waco, and all rules and requirements of the Police and Fire Departments. Lessee will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements. If the attention of Lessor is called to any such violation on the part of said Lessee, or of any person employed by or admitted to the said Center by said Lessee, Lessee will immediately desist from and correct such violations. Lessee shall be responsible for any damages arising from violating these laws, ordinances, rules or requirements. Lessee further agrees that no performance, exhibition or entertainment shall be held which is in violation of any law, including state obscenity laws.
- 27. Posting of Advertisements:** Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front, or on any part of said building, except upon the regular billboards, provided by the Lessor therefore, and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibition to be given in said Center.
- 28. Occupancy Limits:** Lessee shall not admit to the Center a larger number of persons than the seating capacity for fire code thereof will accommodate, or can safely or freely move about in said area, and the decision of the Texas Ranger Hall of Fame and Museum Management in this respect shall be final.
- 29. Lessee's Property:** Lessor assumes no responsibility whatsoever for any property placed in or on said Center, and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said Center under this Agreement. Lessee must receive or make arrangements with a transfer company for the receipt of shipments of exhibits, equipment or other items. Lessor will not accept shipments directly unless arranged in advance with the Texas Ranger Hall of Fame and Museum Management. An additional charge for this service will be billed at an amount to be agreed upon between the parties in advance.
- 30. Event Application:** Information pertaining to the function shall be provided on the "Knox Center Event Application."
- 31. Taxes:** Lessee will pay any and all taxes incurred in connection with the performance, exhibition or event. Lessee is solely responsible and will pay all tax liability due to sales made at trade shows or other exhibitions.
- 32. Other Matters:** Any matter not herein expressly provided for shall rest solely within the discretion of the Texas Ranger Hall of Fame and Museum Management.

- 33. Lessee's Presence During Events:** A representative of Lessee approved by the Texas Ranger Hall of Fame and Museum Management shall remain on the premises during the term hereof and until the public has left the Center.
- 34. Copyright and Trademark:** Lessee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said events. Lessee agrees to indemnify and hold harmless Lessor from all damages, costs and expenses in law or equity for or on account of the use of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Lessee, or its contestants and exhibitors, in connection with this Agreement. Lessee is solely responsible for and will pay all fees due resulting from the performance of licensed music or from the use of pre-recorded licensed music.
- 35. Security Personnel:** Security arrangements must be made through the McLennan County Sheriff's Office, please see service providers list. All after hour events, weekend events, and events with alcoholic beverage service required security. Please contact the Knox booking agent for the required number of security officers needed for your event. Lessee must arrange for security hours and payment, independent of Texas Ranger Hall of Fame and Museum Management, and must provide Management notification of all security arrangements at least two weeks prior to the event date. Security must be in place for events at least 30 minutes prior to event start time and remain in place at least 30 minutes after event end time. Failure to have required security may result in the delay or cancellation of the event. Additional security, or security at other events, may be required at the discretion of the Director of the Texas Ranger Hall of Fame and Museum. Lessee is responsible for paying all costs for security personnel.
- 36. Smoking and Controlled Substances:** Smoking (including electronic cigarettes) or the use of controlled substances is prohibited within the Center, its restrooms and kitchen area. The area is posted and individuals in violation of this City ordinance will be removed from the premises.
- 37. Arrangement of Room:** The arrangement of tables and chairs will be done by the staff of the Texas Ranger Hall of Fame and Museum. Lessee agrees to meet with the Physical Plant Manager at least two weeks in advance of event to agree upon final arrangement of tables and chairs, public address system and other features of the Center. Changes to the agreed upon arrangement less than three days prior to the event will be subject to additional charges.
- 38. Subleasing:** Lessee agrees not to lease, sublease, nor assign his right, title, or interest under this Agreement to any other person, entity, group, association or anyone else without prior written consent of the Lessor.
- 39. Termination of Events by Midnight:** All events must be concluded by midnight (12 a.m.) unless permission is granted, and an additional extended hour fee is paid by the Lessee to the Texas Ranger Hall of Fame and Museum. Knox Center will close no later than 1 a.m. at which time the Texas Ranger Hall of Fame and Museum security personnel will promptly lock the facility.
- 40. Noise Levels:** Music and general sound at dances and/or concerts must be kept to levels compatible with the mixed use of the adjacent park. Failure to keep music or sound within limits acceptable to the Lessor may, at the sole discretion of the Lessor, require immediate vacation and closure of the Center, forfeiture of all fees and denial of future requests for bookings. The decision of the Texas Ranger Hall of Fame and Museum in this respect shall be final.
- 41. Other Agreements:** The Lessor and Lessee agree that this written Agreement supersedes any oral agreement that may have been made between the parties.

42. Governance of Agreement: This Agreement is governed by the laws of the State of Texas. The obligations and undertakings of each of the parties to this Agreement shall be performable at Waco, McLennan County, Texas.

43. Cancellations: Cancellations must be submitted in writing. If cancellation occurs within 30 days of signing this contract, the room rental fee and payments will be returned to Licensee. After 30 days, the Licensee forfeits reimbursement of the room rental fee and any payments made to the Licensor.

44. Changes to the Rental Agreement: All changes must be submitted in writing. Request to change event date must be submitted in writing 30 days prior to the event. Request to change event date requires a new application and rental agreement signed by both parties. Request to change event date can only be approved if facility is available. Room rental fees and payments from original contract will transfer with new contact and date if the new approved rental date is within a year of the original event date. If transfer cannot occur cancellation policies will go into effect.

45. Modifications: There will be no modifications to this agreement except for state agencies.

46. Fees: The Lessee agrees to pay the Lessor at the Texas Ranger Hall of Fame and Museum the amount, in cash, check or accepted credit card, of \$ 550.00 for rental of the facility on Monday through Thursday and/or \$750.00 for rental of the facility on Friday through Sunday plus any and all applicable fees for the day _____ of _____, 20____ through the day _____ of _____, 20____. The total amount due at the signing of this contract is \$ _____.

The total remaining event equipment balance is due by 4 p.m. at the Knox Center Booking Office two weeks prior to the event on the day _____ of _____, 20_____.

The Lessee is responsible for contracting and paying any security personnel as well as catering services and insuring that said caterers remit 10% of the catering fees to the Texas Ranger Hall of Fame and Museum.

IN WITNESS THEREOF, Lessor and Lessee have executed this Agreement.

LESSOR:
CITY OF WACO, TEXAS

LESSEE (print/type name):

BY: _____
Director, Texas Ranger Hall of Fame and Museum

BY: _____

Telephone: _____

Date Signed: _____

Date Signed: _____