

RENTAL CONTRACT

Texas Artist Museum
3501 Cultural Center Drive
Port Arthur, Texas 77642

EVENT DATE: _____

EVENT START TIME: _____

EVENT END TIME: _____

NATURE OF EVENT: _____

LESSEE: Name: _____

Address: _____

Phone: _____

ALTERNATE Name: _____
CONTACT

Address: _____

Phone: _____

CATERER Name: _____

Address: _____

Phone: _____

Contract completed by: _____

Date: _____

| | | |
|-----------------------------------------------|----------|-------|
| Deposit (to be paid in advance) | \$200.00 | _____ |
| Base Rent (per four-hour block) | \$350.00 | _____ |
| Each additional hour exceeding contract limit | \$50.00 | _____ |
| TOTAL DUE | | _____ |

\$200.00 Refunded if NO DAMAGE AND Checklist is complete

CONTRACT STIPULATIONS

1. Rental will not be guaranteed until deposit is received
2. Rental fee balance due ten (10) days prior to rental date.
3. Full refund of \$200.00 deposit if rental cancelled thirty (30) days prior to event.

I have read and understand the entire contract (Contract Stipulations, Definitions, Clauses and Covenants, and Museum Rental Clean-up Checklist).

Lessee signature_____

Lessee printed name_____

Lessor signature_____

Texas Artist Museum board member

Office Use Only

| Payment Due | Date | Amount | Amount | Balance | Received |
|-------------|----------|--------|----------|---------|----------|
| Date | Received | Due | Received | Due | By |
| | | | | | |
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NOTES:

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3. Throw rice or birdseed, blow bubbles, or any other pre- or post-reception favor inside the building.
4. Use smoke machine, dance wax, or apply any other substance to the floor, walls, or ceilings.
5. Create a nuisance.
6. INTRFERE WITH, REMOVE, TOUCH, OR ALTER ANY ARTWORK.
7. Use the premises in any way that is extra hazardous, would increase insurance premiums, or void insurance on the building.
8. Permanently alter the premises.
9. Allow smoking in any part of the building.
10. Assign this lease or sublease any portion of the premises without Lessor's written consent.
11. Allow children to run inside museum.
12. Pull tables and chairs across the floor (they should be picked up and moved).
13. Serve or consume alcohol, unless a security guard has been hired by Lessee. NO EXCEPTIONS!

LESSOR AGREES TO:

1. Lease to Lessee the premises for the entire term beginning on the commencement date and time, and ending on the termination date and time agreed upon.
2. Provide access to tables, chairs, kitchen facilities, and bathroom facilities.
3. Provide normal utility service connections to the building.
4. Return the Damage Deposit to Lessee, less itemized deductions, if any, within thirty (30) days after completion termination of the lease.

LESSOR AGREES NOT TO:

1. Interfere with Lessee's possession of the premises as long as Lessee is not in default.

LESSOR AND LESSEE AGREE TO THE FOLLOWING:

1. Abatement-Lessee's covenant to pay rent and Lessor's Covenant are independent, except as otherwise provided. Lessee will not be entitled to abate rent for any reason.
2. Alterations: Any physical additions or improvements to the premises made by Lessee will become the property of Lessor. Lessor may require that Lessor, at termination of this lease and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the Event Date.
3. Damage Deposit: If Lessee defaults, Lessee may use the Damage Deposit to pay arrears of rent, repair any damage or injury, or pay any expense or liability incurred by Lessor as a result of the default.
4. Attorney's Fees: If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
5. Entire Agreement: This lease is the entire agreement of the parties, and there are not oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

6. Amendment of Lease: This lease may be amended only by an instrument in writing signed by Lessor and Lessee.
7. Limitation of Warranties: THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
8. Notices: Any notice required permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changes by written notice delivered as provided herein.
9. Abandoned Property: Lessor may retain, destroy, or dispose of any property left on the premises at the end of the term.

I have read and understand the entire Contract (Contract Stipulation, Definitions, Clauses and Covenants, and Museum Rental Clean-up Checklist).

Dated this _____ day of _____.

Lessee Printed Name

Lessee Signature

TAMS representative