

**GILMER CIVIC CENTER
GENERAL LEASE AGREEMENT / RULES/REGULATIONS
City of Gilmer
P.O. Box 760
Gilmer, Texas 75644**

FILED
TERRI ROSS
COUNTY CLERK
2022 SEP 30 AM 11:43
UPSHUR COUNTY, TX
BY _____
DEPUTY

This agreement made and entered into this 15 day of AUG, 2022 by and between the City of Gilmer, hereinafter called Lessor, acting by and through the Director of the Gilmer Civic Center, and UPSHUR COUNTY ELECTION / JUDGE TODD TEFTELLER.

That, upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed, Lessor does hereby, grant unto Lessee the right to use and occupy the following described space and premises located in the Gilmer Civic Center, to wit: NORTH BUILDING, to be used for the purpose of a EARLY VOTING, and no other purpose without the written consent of Lessor for a term to commence at 8:00 A.M. the 24TH day of OCTOBER, 2022, herein after called "leasing date", and terminating at 11:59 P.M. on the 4TH day of NOVEMBER, 2022.

RENTAL FEE \$2700.00 (9 DAYS @ \$300 EA. OCT. 24-27 AND OCT. 31 – NOV. 4)
RENTAL FEE \$1500.00 (3 DAYS @ \$500 EA. OCT. 28-30TH)

RULES AND REGULATIONS

Lessee hereby covenants and agrees to pay to Lessor, at City Hall in Gilmer, Upshur County, Texas for the use of said premises. Lessee agrees that all amounts are due and payable by CASH, CASHIER'S CHECK OR MONEY ORDER, in Gilmer, Upshur County, Texas. **ALL RENTAL FEES ARE DUE NO LATER THAN TWO WEEKS PRIOR TO EVENT.**

DEPOSIT AND CONFIRMATION: The deposit is due at the time of booking and is confirmed with a signed lease agreement, and a \$300.00 security deposit. An additional deposit for alcohol is required in the amount of \$200.00. The deposit **cannot** be shared by more than one party. Under no circumstances may the Lessee sub-lease any part of the Gilmer Civic Center.

RIGHT OF REFUSAL: The City of Gilmer reserves the right of refusal or modification in whole or in part; for any event up to the designated time(s) of said event.

CANCELLATIONS: All cancellations of contracted events must be submitted in writing to the City of Gilmer, PO Box 760, 110 Buffalo, Gilmer, TX 75644. Cancellations made more than 30 days before use will receive a full refund of deposit and advanced payments. Cancellations made 15-30 days before use will forfeit deposit. Cancellations made less than 15 days before use will forfeit deposit and advanced payments.

TICKETS: Lessee is responsible for furnishing all tickets, and for advance and performance date sale of tickets. Lessee shall not, under any circumstances, print more tickets for any one performance than there are seats available, to wit, 424 numbered permanent seats and wheelchair spaces in auditorium; 681 retractable seats. The Gilmer Civic Center has a numbered seating chart available for Lessee's use in printing tickets.

CLEAN UP: Lessee must remove everything brought into the facility immediately after the event. Items remaining after 72 hours become the property of the Gilmer Civic Center (unless prior arrangements are made with Civic Center Director). The Gilmer Civic Center reserves the right to retain security deposit if property is not removed. Lessee shall leave the facility in the same clean condition in which it took possession. If facility is found not to be in the same clean condition as when Lessee took possession, Lessee will forfeit Lessee's total security deposit. No foodstuffs or trash will be left anywhere in the building or on the grounds. Lessee is responsible for removing all trash to the outside dumpster immediately after the event is over (in bags provided by the Gilmer Civic Center).

RENTAL PAST MIDNIGHT: If an event runs past midnight, an additional fee of \$150 for each half-hour will be assessed to Lessee. Half-hour increments will be billed for minutes between the half-hour.

TABLE COVERS: Table covers are required at all times. NO EXCEPTIONS.

DECORATING: Any decorating prep using power tools or other un-affixed items on the outside premises must first have the approval of the Civic Center Director. If lessee wishes to decorate at a time other than leased time, lessee must pay the decorating rate. **Decorating at a time other than leased time can only be done if it does not interfere with another event. IMPORTANT...**The Gilmer Civic Center does not provide accessories such as tape, extension cords, scissors, utensils, staplers, etc. **ABSOLUTELY NO STAPLES, SCOTCH TAPE, NAILS, TACKS, PUSH PINS, ETC. MAY BE USED IN ANY PART OF THE CIVIC CENTER TO SET UP OR DECORATE. ALL DECORATIONS SHOULD BE FREE STANDING.** Only votive candles in a holder twice the size or tea light candles can be used in the Civic Center. No spray painting is allowed inside the building. No basic painting or spray painting on the grass or any hard surfaces is allowed on the outside area of the building or parking lots (DO THIS AT OWN YOUR PLACE). Throwing rice, confetti, birdseed or rose petals is prohibited anywhere on or in the Civic Center premises. Absolutely no pyrotechnics are allowed.

SIGNAGE: No banners or signs will be permitted on the lawn or landscaped area. Flyers, posters, etc. must be approved by Gilmer Civic Center Director before being posted anywhere in the Gilmer Civic Center or on any part of the Gilmer Civic Center property.

MUSIC FRANCHISE FEE: ASCAP/BMI fees will apply to Lessee in any instance where licensed music is played for the general public, whether paid or free attendance. Lessee shall be responsible directly to ASCAP/BMI for any and all applicable fees.

BOND: Lessee may be required to submit a performance bond in the amount of the potential gross or entry amounts; or to maintain the same amount in cash in advance in a Gilmer Civic Center account. The bond must be secured prior to approval date and at the time contracts are signed.

BOOTH SET UP: Lessee must provide booths and set up securely.

FOYERS: The foyer is included with any rental, but when renting foyer, please see rental rate.

FLY SYSTEM: The system may be used with a base usage fee of \$100.00 and a \$200.00 deposit. It may ONLY BE OPERATED by personnel authorized by the Civic Center Director. Civic Center Director will provide Lessee a listing of authorized operators. Lessee will make payment directly to the operator at the fee agreed upon by the Lessee and authorized operator.

MIST or SMOKE MACHINES: Mist or smoke machines will only be permitted when prior notice of two weeks is given to the Gilmer Civic Center Manager. The device must be put in place and used only by a **licensed and insured** technician. The Gilmer Civic Center Manager, Fire Chief or Fire Marshall are the only persons allowed to bypass the smoke detectors and must notify the Fire Department and current alarm company before doing so.

SOUND SYSTEM/QUALITY: The Gilmer Civic Center Director or authorized representative, in the interest of patrons attending any performance, will have the FINAL SAY concerning loudness of sound at any event in the Gilmer Civic Center. **NO EXCEPTIONS.** Any lessee requesting use of in-house sound system or portable sound system must make arrangements with the Civic Center Director. Base usage fee of sound system(s) is \$150.00. **NO EXCEPTIONS.** The sound system(s) must be operated by personnel authorized by the Civic Center Director. Civic Center Director will provide Lessee a listing of authorized operators. Lessee will contract with and make payment directly to authorized sound system operator. Lessee will provide batteries for all cordless microphones used during rehearsals and performances.

LIGHTING: When using stage and front house lighting during rental, the Gilmer Civic Center Director is not responsible for adjusting the lighting, providing gels for lighting, or operating the light board. The light system must be operated by personnel authorized by the Civic Center Director. The Director will provide lessee a listing of authorized operators. Lessee will contract with and make payment directly to authorized lighting operator.

PROPS AND SCENERY: Props and scenery may remain in place as long as there are no other events that warrant striking. The Civic Center Director's decision on striking a set will be final. All props, scenery, etc. brought in by Lessee must be sprayed with fire proofing substance. Props and scenery must be removed immediately after rental (unless prior arrangements are made with Civic Center Director). *The Gilmer Civic Center reserves the right to charge a fee of \$25.00 per day from Lessee's security deposit for props and scenery not removed.*

GRAND PIANO: The grand piano on stage is available for use @ \$25.00 per day. Lessee is responsible for tuning charges. Tuner must be approved by Gilmer Civic Center Director. Lessee is responsible for any damage to grand piano during rehearsals and performance times. The grand piano shall not be removed from the stage area.

KEYBOARD: A keyboard is available for use @ \$25.00 per day. Lessee is responsible for any damages to keyboard during rehearsals and performance times.

CONCESSION FACILITIES: If concession area is part of any rental and Lessee may use any appliances available.

ALCOHOL DEPOSIT: See the attached alcohol policy of the City of Gilmer for the Gilmer Civic Center. A deposit of \$200.00 is required if alcohol is served (see above).

ANIMALS: Absolutely no pets or other animals allowed in any part of the Gilmer Civic Center except those assisting the handicapped. Lessee will be responsible for compliance by anyone attending event.

MOTORIZED VEHICLES: Vehicles, motorcycles, dirt bikes or ATV's are not allowed inside the Gilmer Civic Center with the exception of displays, deliveries or repairs. The carpet must be covered before entering the building.

SPECIAL CONDITIONS:

Gilmer Civic Center personnel are not responsible for meeting delivery people, DJ's, sound and light operators, concessionaires, or any other persons hired by Lessee. No Gilmer Civic Center staff member, nor affiliated worker, is available to Lessee to assist in loading, unloading, decorating, etc. Lessee may hire off duty staff/affiliated workers at their own expense.

Absolutely no sitting or standing on tables for any reason. If a table is broken the Lessee is responsible for replacement costs.

Absolutely no smoking in the Gilmer Civic Center. It is the responsibility of the Lessee to enforce this rule. Designated smoking areas are established and the receptacles must be used.

Absolutely no inflatable bounce houses, water slides, etc. are allowed in any part of the Gilmer Civic Center or on any part of the Gilmer Civic Center property.

Absolutely no pyrotechnics are allowed.

Under no circumstances may the Lessee sub-lease any part of the Gilmer Civic Center.

This agreement is made and entered into upon the above rules and the following express covenants and conditions:

- a. The security deposit will be refunded within ten (10) business days after the event, once the premises have been checked for damages. In the event of damages, the Civic Center Director will present a list of damages to the City Manager's office for cost assessment. If more than the security deposit is necessary to cover the damages, Lessee will be responsible for making full restitution.
- b. The balance of this lease agreement is due two weeks prior to occupancy. It is agreed that Lessor may cancel this agreement at any time prior to (60) sixty days before the leasing date. Lessor will refund all monies paid on this lease to the Lessee.
- c. Lessor shall furnish, at Lessor's expense, all heat, water and lights necessary for Lessee's use.
- d. A lease utilizing facility via a series of regular events may have any and/or all future contracted events cancelled by Lessor should lessee cancel any one scheduled event. Cancellation will be determined at the Gilmer Civic Center Director's discretion.
- e. Unless otherwise specified in writing, the Gilmer Civic Center Director shall be privileged to schedule other similar events both before and after the dates of this contract without notice to Lessee. In all cases the Gilmer Civic Center Director's discretion will be in the best interest of Lessor.
- f. Lessor reserves the right at all times to eject any objectionable person or persons from the building and premises. In the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the City of Gilmer, the Gilmer Civic Center, its officers and employees on account thereof.
- g. In case the premises or the building of which such premises are a part shall be destroyed or damaged by fire or other cause, or if any other casualty or unforeseen occurrence or other causes shall render the fulfillment of this agreement by Lessor impossible, the term of this agreement shall end and Lessee shall be liable to pay rent 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.
- h. Lessor reserves the right after the termination of the time for which the premises are rented to remove from the building all effects remaining therein. Lessor shall not be liable in any way to Lessee on account of removing said effects.
- i. **LESSEE SHALL AGREE TO RELEASE AND HOLD LESSOR FREE AND HARMLESS FROM ALL CLAIMS AND LIABILITY FOR DAMAGES TO ANY PERSON OR PERSONS FOR INJURIES TO ANY PERSON OR PROPERTY OCCASIONED BY OR IN CONNECTION WITH THE USE OF THE PREMISES CAUSED BY ANY SOURCE WHATSOEVER. LESSEE HEREBY ASSUMES FULL RESPONSIBILITY FOR THE CHARACTER, ACTS, OR CONDUCT OF ALL PERSONS ADMITTED TO THE PREMISES OR TO ANY PORTION OF THE PREMISES BY LESSEE, ITS AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES. LESSEE AGREES, AT ITS EXPENSE, TO HAVE ON HAND AT ALL TIMES SUFFICIENT POLICE, STAGEHANDS AND OTHER PERSONNEL TO MAINTAIN ORDER AND PROTECT THE PERSONS AND PROPERTY ON THE PREMISES. THE SUFFICIENCY AND TYPE OF POLICE PRESENT SHALL BE SUBJECT TO THE APPROVAL OF THE GILMER CIVIC CENTER DIRECTOR.**
- j. Lessee thereof shall obstruct neither the halls nor ramps of said building or premises, or the sidewalk, entrances or lobby. Lessee shall not permit any chairs or moveable seats to be or remain in the passageways, such passageways shall be kept clear at all times.

- k. Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything, which will increase the fire hazard or the rate of insurance on the building or any property therein. No decorations shall be put up without the consent of the Gilmer Civic Center Director. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring exhibits or other items placed therein without the consent of the Gilmer Civic Center Director.
- l. Lessee shall not cause or permit any nails or other things to be driven into any portion of the building, or shall any signs be affixed to the exterior thereof. There shall be no changes, alterations, repair, painting or staining of any part of the building or the furnishings thereof. Lessee shall pay the cost of repairing all damage which is done to the building, fixtures, furniture or furnishings thereof by Lessee, its agents, servants, employees or anyone present on the premises upon the invitation of Lessee including the patrons of the event or function taking place therein. It is expressly agreed that the Gilmer Civic Center Director shall determine whether any such damage has been done, the amount thereof and the responsibility of the Lessee.
- m. Lessee shall not admit to the premises larger number of persons than the seating capacity thereof or a larger number than can safely move about in said areas.
- n. Lessee shall comply with all laws of the United States of America and the State of Texas, all ordinances of the City of Gilmer and all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Gilmer.
- o. At all times the laws of the State of Texas will govern this contract and the courts of Upshur County, Texas will have sole jurisdiction in all matters relating to this contract.

LESSEE, BY HIS/HER SIGNATURE ACKNOWLEDGES RECEIPT OF A COPY OF THE GILMER CIVIC CENTER RENTAL RATES, GENERAL RULES AND REGULATIONS, WHICH BY REFERENCE ARE HEREIN MADE A PART OF THIS LEASE AGREEMENT.

Witness our hands in triplicate this 18 day of August, 2022.

By: Lisa Long
Gilmer Civic Center

By: UPSHUR COUNTY, TEXAS
LESSEE: TODD TEFTELLER Printed Name County Judge
P.O. Box 730 Address
GILMER, TX 75644
903 843-9003 Phone
todd.tefteller Email
@countyofupshur.com

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Witness our hands in triplicate this ___ day of _____, 20__

By: _____
 Gilmer Civic Center

By: UPSHUR COUNTY, TEXAS
 LESSEE: TODD TEFTELLER Printed Name COUNTY JUDGE
P.O. Box 730 Address
GILMER, TX 75644
903 843-9003 Phone
todd.tefteller Email
@countyofupshur.com

Gilmer Civic Center Rental Rates

THESE RENTAL RATES, ATTACHED TO THE LEASE AND PRESENTED TO THE LESSEE, ARE A LEGAL AND BINDING PART OF THE LEASE.


Full Facility	\$ 800/Mon-Thurs
Full Facility	\$1000/Fri-Sun
Auditorium/Banquet Room	\$ 450/Mon-Thurs
Auditorium/Banquet Room	\$ 650/Fri-Sun
Etex/Combined rooms (Appx. 5000 sq. ft.)	\$ 300/ Mon-Thurs
Etex/Combined rooms (Appx. 5000 sq. ft.)	\$ 500/ Fri-Sun
Auditorium with 424 fixed seats	\$ 250/Mon-Thurs
Auditorium with 424 fixed seats	\$ 450.00/Fri-Sun
Banquet Room (5700 sq. ft.)	\$ 250/Mon-Thurs
Banquet Room (5700 sq. ft.)	\$ 450/Fri-Sun
Etex Room (Appx. 3300 sq. ft.)	\$ 180/Mon-Thurs
Etex Room (Appx. 3300 sq. ft.)	\$ 300/Fri-Sun
FNB Meeting Room Appx. 900 sq. ft.	\$ 125/Mon-Thurs
	\$ 150/Fri-Sun
FNB Meeting Room Appx. 450 sq. ft.	\$ 75/Mon-Thurs
FNB Meeting Room	\$ 150/Fri - Sun
GNB Meeting Room Appx. 900 sq. ft.	\$ 125/Mon-Thurs
GNB Meeting Room	\$ 150/Fri-Sun
Courtyard (this rate for parking lot only)	\$ 125/Mon-Thurs
Courtyard (this rate for parking lot only)	\$ 175/Fri-Sun
Foyer (2000 sq. ft.)	\$ 200.00/Mon-Sun
Parking Lot or Outside areas (this rate for parking lot only)	\$ 300.00/Mon-Thurs
Parking Lot or Outside areas (this rate for parking lot only)	\$ 500.00/Fri-Sun
Day rehearsal/Decorating rate (Mon.-Fri. 8:00 a.m. - 4:30 p.m.)	\$ 150.00
Evening rehearsal/Decorating rate (Mon.-Fri. after 4:30 p.m.)	\$ 250.00
Sound system usage fee	\$ 100.00
Fly system usage fee (plus deposit)	\$ 100.00 + \$200.00 deposit
Piano/keyboard usage fee	\$ 10.00 per day
Tables 5 ft. round & 8 ft. rectangular (must be covered)	\$ 5.00 per table
Chairs	.50 cents per chair

ALCOHOL POLICY OF THE CITY OF GILMER
FOR THE GILMER CIVIC CENTER

The City of Gilmer shall allow the serving and consumption of alcoholic beverages under the following terms and conditions.

1. During any private event, alcoholic beverages may be made available by the sponsor of the event to the attendees of the event, upon prior approval by the Gilmer Civic Center Director. There shall be complimentary alcoholic beverages only, to be made available only by the sponsor of the event, with no sale of alcoholic beverages to be permitted at the event, and no 'BYOB' to be permitted at the event.
2. During any public event, sponsored by a charitable, religious, or civic organization, alcoholic beverages may be made available by the sponsor of the event to the attendees of the event, upon prior approval by the Gilmer Civic Center Director. There shall be complimentary alcoholic beverages only, to be made available only by the sponsor of the event, with no sale of alcoholic beverages to be permitted at the event, and no "BYOB" to be permitted at the event.
3. During any music concert event, alcoholic beverages shall not be permitted to be made available to the attendees of the event.
4. During any public or private event, in which alcohol has been made available by the sponsor of the event, alcoholic beverage consumption shall be permitted within the building of the Civic Center only. There will be no alcohol consumption by any person upon the Gilmer Civic Center property other than within the Civic Center building.
5. During any public or private event, in which alcohol has been made available by the sponsor of the event, said sponsor shall not be permitted to serve alcoholic beverages to persons under the age of twenty-one (21).
6. During any public or private event, in which alcoholic beverages have been made available by the sponsor of the event, the sponsor shall be required to retain, and have present at all times during the event, a certified peace officer. There shall be a requirement that there shall be one certified peace officer present during the event for each one hundred fifty (150) people in attendance at the event. Any officer working such an event must be approved by the Chief of Police of the City of Gilmer, or the Assistant Chief of Police of the City of Gilmer. The rate for this service is \$30.00 per hour for each officer, with a three (3) hour, \$90.00 minimum for each officer, to be paid directly to the officer (s).
7. In addition to these rules and regulations promulgated by the City of Gilmer, all event sponsors must abide by any and all regulations as set out by the Texas Alcoholic Beverage Commission.

Texas Alcoholic Beverage Commission
2800 Gilmer Road, Suite 4, Longview, TX 75604, 903-759-7828
<http://www.tabc.state.tx.us>

 8-15-2022
RESPONSIBLE PARTY DATE
UPSWUR COUNTY, TX
UPSWUR COUNTY, TX JUDGE

FILED
TERRI ROSS
COUNTY CLERK
2022 SEP 30 AM 11:43
UPSHUR COUNTY, TX
DEPUTY