

# 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

**NOTES:**


## DEFINITIONS

**“Rent” means Base Rent plus any other amounts of money due Lessor by Lessee**

**“Lessor” means Texas Artist Museum (TAMS) and its agents, employees, invitees, licensees, or visitors**

**“Lessee: means lessee and its agents, employees, Invitees, licensees, or visitors.**

**“Essential Services” means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the premises for use.**

## CLAUSES AND COVENANTS

Museum Capacity:     Standing: 299                             Seated: 196

Museum will be closed to the public during rental(s) and/or function. If in the Texas Room or the Holloway Gallery is rented during business hours, there may be traffic.

Lessee agrees TO:

1. Accept the premises in their present condition “AS IS”, the premises being currently suitable for Lessee’s intended use.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations of the building agreed to by Lessor.
3. Decorate for the event during the contracted period including catering and/or deliveries. *Exception: As a courtesy to our Lessees, TAMS will allow lessee to set up for their event one business day prior to their event during museum’s normal business hours **at no additional cost.** However, this must not interfere with other museum business, including but not limited to business operations, meetings, and other rental events.*
4. Hang decorations ONLY from the picture rails, making NO HOLES in walls or rails.
5. Complete clean-up of the premises during the contracted period. Fill out, sign, and return completed “Museum Rental Clean-up Checklist”. This form must be filled out, signed, and returned before deposit can be refunded.
6. Pay, as additional rent, all other amounts due under this lease including but not limited to \$50.00 for every 60-minute period over the contracted period. As a courtesy to our volunteers, PLEASE make every effort to vacate the premises at the end of your allotted time.
7. Pay for any and all damages to the premises caused by Lessee.
8. Indemnify, defend, and hold Lessor harmless from any loss, attorney’s fees, court and other costs, or claims arising out of use of the premises.
9. Supervise ALL children under the age of twelve (12).
10. Smoking allowed OUTSIDE ONLY.
11. Vacate the premises on or before 12:00 a.m. (midnight).

Lessee agrees NOT TO:

1. Use the premises for any purpose other than that stated in the lease agreement.
2. Hang Decorations from the walls, ceilings or fixtures \*note: helium balloons may be used

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