

# Kilgore History & Arts Center

at the old U.S. Post Office, 200 S. Kilgore Street in Kilgore, Texas

## EVENT SUMMARY

EVENT NAME \_\_\_\_\_

CONTACT Name \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

EVENT DATE & TIME \_\_\_\_\_

SETUP DATE & TIME \_\_\_\_\_

CLEANUP DATE & TIME \_\_\_\_\_

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### EVENT COST ESTIMATE:

Base Rate \_\_\_\_\_  
Hourly Rate \_\_\_\_\_  
Fire Watch \_\_\_\_\_  
Cleaning Fee \_\_\_\_\_  
Chairs \_\_\_\_\_  
Tables \_\_\_\_\_  
Tablecloths \_\_\_\_\_  
Podium \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### DEADLINES:

Signed Agreement \_\_\_\_\_  
Deposit \_\_\_\_\_  
Full Payment \_\_\_\_\_

### Please make checks payable to:

Kilgore Historical  
Preservation Foundation  
P.O. Box 885  
Kilgore, TX 75663

TOTAL FEES: \_\_\_\_\_  
Deposit \_\_\_\_\_

\_\_\_\_\_  
For KHPF \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

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## FEES

### Usage

Deposit.....	\$50.00 / use
<i>(minimum 1-hour usage)</i>	
Base Rate.....	\$63.00 / use
<i>(first hour)</i>	
Hourly Rate.....	\$45.00 / hr.
Security/ Fire Watch .....	\$25.00 / hr.
Cleaning Fee .....	\$50.00 / use

### Additional Fees

Chairs.....	\$1.00 / chair
Tables .....	\$7.50 / table
Tablecloths .....	\$5.00 / table
Podium .....	\$15.00 / use



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**FACILITY USE APPLICATION**

Event Date: \_\_\_\_\_, 20\_\_\_\_

Event Times (including set-up): \_\_\_\_\_

Property to be used (check one or more):

- |   |   |
|---|---|
| <input type="checkbox"/> World's Richest Acre Park    | <input type="checkbox"/> Railroad Right of Way  |
| <input type="checkbox"/> WRA Stage                    | <input type="checkbox"/> Public Restrooms       |
| <input type="checkbox"/> Gateway Lot                  | <input type="checkbox"/> Christmas Tree Park    |
| <input type="checkbox"/> Kilgore History & Art Center | <input type="checkbox"/> Dean-Keener-Crim House |

Detailed statement of use(s) intended for the facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Electrical and utility needs? Please describe: \_\_\_\_\_

\_\_\_\_\_

Are you requesting permission for tents or canopies under the derricks.\* \_\_\_\_\_

Will you be charging entry fees or booth fees? \_\_\_\_\_

Will alcohol or food be served? If so, please describe: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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Organization making request: \_\_\_\_\_

Contact person's name: \_\_\_\_\_ e-mail: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone(s): \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (business)

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**KHPF REQUIREMENTS:**

1. KHPF may impose a fee and/or Security/Damage Deposit based on use intended.
  2. Proof of liability insurance will be required unless specifically waived.
  3. KHPF will require organization to execute a Facility Use Agreement in the form attached upon approval of this Application.
- \* KHPF Rules and Regulations prevent the hanging of any object, banners, or signs from the derricks, plaques, fences or other associated structures



#### IV.

This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to and with the Lessor to keep and perform:

1. Every obligation of either party to this Agreement shall be fully performed in Gregg County, Texas.
2. Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the premises thereinabove specifically described for the purpose and for the term aforesaid.
3. When negotiated, Lessor shall furnish, at an agreed rate, electricity, water and/or plumbing services for Lessee's use during the term of this contract deemed necessary by Lessor, except that 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 an Act of God or the failure of equipment to operate or function properly through no fault or act of Lessor. Lessee agrees to accept the facilities in their present condition and acknowledges that it has had adequate opportunity to inspect same to ascertain whether the facilities are appropriate for the use to which it intends to put them. Lessee agrees to furnish all consumables such as toilet paper, paper towels, trash bags, soap and cleaning supplies at Lessee's sole expense.
4. Lessee agrees to assume all responsibility for clean-up and/or janitorial services in connection with any activity conducted on the facilities. Lessee further agrees to return the facilities to Lessor at the end of the lease term in the same condition as at the beginning of said term. Lessee expressly assumes all liability for damage to property caused by Lessee's activities or patrons.
5. In the event the facilities covered by this agreement are damaged in whole or in part by fire or any other cause including Act of God, or if any other casualty, unforeseen occurrence or other causes herein specified which shall render the fulfillment of this Agreement by Lessor impossible, then 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.
6. Lessor, through its designated representatives, shall have the right at any time to enter any portion of the premises hereinabove described for any purpose whatsoever and the entire facility, including the premises expressly covered by this Agreement, shall at all times be subject to inspection by the Lessor to insure compliance with this Agreement. Lessee agrees that during any period of use that Lessee is in control of the premises. Lessor, at its sole and/or exclusive discretion may issue keys for specific entrances and/or exits subject to an appropriate Security Deposit for such key to be determined in the sole discretion of Lessor.
7. In the event Lessor agrees to furnish electricity and/or utilities a separate fee will be negotiated with Lessor for the provision of these services on a case-by-case basis as set forth above. No gasoline, oil, flammable materials, light plants or electrical equipment shall be permitted on the facilities, and no engine, motor or machinery shall be operated on said premises without the written consent of Lessor. Any modification of the electricity and lighting systems must be authorized in writing by the Lessor and must be done by a licensed and bonded professional under appropriate building permit issued by the City of Kilgore.
8. Lessor reserves the right, after the end of the period of use, to remove from the facilities all effects remaining therein and to store the same wherever it sees fit in its name, or at its option, in the name of the Lessor at the sole cost, expense and risk of Lessee. Lessor shall not be liable in any way to Lessee or any of Lessee's patrons or guests on account of so removing and storing any such effects. Lessor shall be entitled to immediate reimbursement from Lessee for the cost of removing and storing any said items.

9. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the facilities, or to any portion thereof by the consent or during the period of control by Lessee. This shall extend to Lessee or any of Lessee's employees, volunteers, members or any person acting for and on behalf of the said Lessee.
10. Lessee shall represent the exact purpose for which the premises are being rented in this Facility Use Agreement and any misrepresentations shall be grounds for immediate cancellation by the Lessor without notice or warning.
11. Lessor reserves the right at all times to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits or other things placed therein or permitted to be placed therein by Lessee not in compliance of this Agreement or without consent of the Lessor and to terminate this Agreement without notice or damage.
12. No decorations, banners, signs or objects shall be placed in or on the building, walls or structures, derricks, plaques or fences, oil field equipment or any other structure nor shall any advertising signs supported by nails, tacks, screws, pressure sensitive type tape, rope or other method be secured to such buildings, walls or structures, derricks, oil field equipment or other facilities without the express approval of the Lessor. All decorations shall be of nonflammable materials and shall conform to all regulations and ordinances of the City of Kilgore and the Kilgore Historical Preservation Foundation.
13. The Lessee shall be liable for all damage to the facilities including the buildings or derrick equipment.
14. Lessee shall indemnify and save Lessor harmless from all loss, cost and expense arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whatsoever by reason of the use or acceptance of the facilities hereinabove described, or by any act or omission of Lessee or any of its agents, employees, guests, patrons, invitees or contractors. Lessee acknowledges that it is in full control of the premises during its period of occupancy and that it has inspected all facilities and determined that they are appropriate and safe for its use.
15. Unless otherwise expressly stated to the contrary in the face of the Rental Agreement, Lessor reserves the sole and exclusive right to offer for sale on, in or about the facilities covered by this Agreement, any beverages, food, souvenirs or other merchandise of any sort it may desire on its own behalf. In the event any beverages, food, souvenirs or other merchandise is sold by Lessee for which result in any sales tax or other similar liability, Lessee agrees to collect and properly remit these amounts to the appropriate entity and hold Lessor harmless from any liability related thereto.
16. Lessee shall comply with all laws of the United States and the State of Texas, all ordinances of the City of Kilgore and all rules and requirements of the Police, Health and Fire Departments, or other municipal authorities of the City of Kilgore and 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 and 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 said premises by said Lessee, such Lessee will immediately desist from and correct such violation.
17. Lessor assumes no responsibility whatsoever for any property placed in or on said premises and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to persons or property that may be sustained by reason of the occupancy of said premises under this Agreement.
18. Lessee shall not assign this Agreement, or any part thereof, nor suffer any use of said premises other than herein specified, without the written consent of the Lessor.

19. All parties to this Agreement agree to pay reasonable attorney's fees on any action brought by breach of this Agreement.
20. Any matter not expressly provided for herein shall rest solely within the discretion of the Lessor.
21. In the event Lessor requires the same, Lessee hereby agrees to file with Lessor, at least thirty (30) days prior to the first occupancy, a property damage insurance policy in an amount specified by Lessor, which shall protect and indemnify Lessor for any property damage sustained by the demised premises caused by or resulting from the occupancy and use of the demised premises by Lessor under this Rental Agreement.
22. In the event Lessor requires the same, Lessee hereby agrees to file with Lessor, at least thirty (30) days prior to the first occupancy, a public liability insurance policy in the minimum amounts and containing coverage as specified by Lessor, and naming the Lessor as co-insured.
23. Prior to Lessee's first occupancy, Lessee shall arrange for an adequate number of security personnel, ushers, doormen, ticket takers, sellers, or other professionals required for Lessee's use of the facility. Lessee represents that any person so employed will be fully competent to handle such assigned tasks and under the sole control and direction of Lessee. However, Lessor reserves the right to disqualify from such employment at the facility any individual who, in the Lessor's opinion, is not competent to handle such tasks.
24. Lessee specifically agrees to provide adequate and competent security reasonable to insure the needs and safety of its patrons.
25. Lessee specifically agrees to limit attendance at any function conducted in the facility to a safe and reasonable amount and not to allow excess capacity and/or occupancy at the facility to the extent that it may present a danger to persons or property.
26. Lessee will permit no damages to the derricks, plaques, fences, oil field equipment, buildings or other appurtenances to the facility described herein and agrees to keep all entrances and exits to buildings and the facilities free from obstruction and clear whereas to avoid a health or fire hazard at all times.
27. It is understood that the facilities are owned by the Foundation, and that any discrimination by Lessee, its agents or employees on account of race, sex, color, religion or national origin in the use of or admission to the premises is expressly prohibited.
28. Violation by Lessee of any covenant, agreement or condition herein shall be cause for termination by the Foundation, in which case Lessee shall not be entitled to any refund of any facility Rent, Security/Damage Deposit or payment made. In addition, the Foundation may likewise cancel this Agreement if the Lessee should, prior to the date of occupancy hereunder, violate any covenant, agreement or condition in any other agreement which the Lessee might have for the lease of the Foundation's facilities. Written notice of such cancellation will be given to the Lessee by the President of the Foundation.
29. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered or stored on the leased premises either prior to, during or subsequent to the term of this Agreement, the Foundation is acting for the accommodation and sole benefit of the Lessee and shall not be liable for any loss, damage or injury to such property unless caused by the gross negligence or bad faith of the Foundation.
30. Lessor requires adult supervision for any youth or high school group. Lessee's appointed supervisors shall serve to maintain discipline and address destructive or otherwise inappropriate behavior by youthful participants.

V.

This Agreement and attachments hereto contain the entire Agreement between the parties and cannot be changed or supplemented except by written agreement signed by the parties. Unless otherwise recited herein, it is understood and agreed that the Lessee named herein is a real party in interest as such Lessee and is not acting for or on behalf of any undisclosed principal, and if it shall hereinafter appear that the named Lessee is not the real party in interest or is acting for a previously undisclosed principal, that fact shall be grounds for the immediate cancellation of this Agreement or any remaining force thereof without liability on the part of the Foundation.

VI.

Nothing hereinabove or elsewhere in this Agreement shall in any manner be deemed to create a partnership relationship between the Foundation and the Lessee.

IN WITNESS WHEREOF, the parties Kilgore Historical Preservation Foundation and \_\_\_\_\_ have caused these presents be signed in duplicate the day and year above stated.

Kilgore Historical Preservation Foundation

BY: \_\_\_\_\_  
\_\_\_\_\_, Representative

LESSOR

Representative,

\_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

LESSEE