



BEAUMONT

THE STATE OF TEXAS
COUNTY OF JEFFERSON

NON-COMMERCIAL AGREEMENT

This Agreement made and entered into this the _____ day of _____, 20____, by and between the Junior League of Beaumont, Inc., a Texas Non-Profit Corporation, hereinafter Lessor, and the Lessee.

- I. That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby grant unto the Lessee the right to use and occupy the space and premises named below and located in the City of Beaumont, Jefferson County, Texas, to be used for:

(Purpose of Occupancy)

Name of Lessee: _____
Organization of Lessee if applicable: _____
Street Number: _____
City, State Zip: _____
Lessee Contact Phone: _____
Email Address: _____

Event Date: _____
Set-up Time: _____
Event Time: _____
Clean-up Time: _____

Estimated Number of Guests (maximum occupancy 100): _____

RENTAL for 4 Hours including set-up and clean-up:
Community Member \$350 Member & Non-Profits: \$250. Extra hours: \$25 per hour
Facility Rental Fee: _____
Deposit **\$100.00:** _____

Special requirements such as security, technicians, etc. are not included and are the responsibility of the Lessee. The facility is to be used for no purpose other than that expressed above without the written consent of the Lessor.

- II. Lessee hereby agrees to pay to Lessor for the use of the facility no later than fourteen (14) days prior to the event the sum listed above. The Agreement and facility rental fee should be delivered to the Lessor's office at 2388 McFaddin, Beaumont, Texas 77702. Failure to timely make payment will result in the cancellation of this Agreement.

- III. This Agreement is made and entered into upon the following expressed 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. OBLIGATIONS:

Every obligation of either party to this Agreement shall be fully performed in Jefferson County, Texas.

2. **LESSEE'S ACCESS:**
Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the facility hereinabove specifically described for the purpose and for the term aforesaid.
3. **LESSOR'S RESPONSIBILITY:**
Lessor shall furnish, at Lessor's expense, heat, water, lights, and air conditioning necessary for Lessee's use during the term of this Agreement. Lessor will also provide the items listed on the attached supplies list. 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.
4. **MAN MADE OR NATURAL DISASTER:**
In the event the facility becomes unavailable due to a man-made or natural disaster causing the cancellation of an event, Lessor shall provide Lessee with as much notice of such cancellation as is reasonably possible under the circumstances. In the event of such cancellation, Lessor shall not be responsible for any loss that might result and Lessee hereby waives any and all claims for damages against the Lessor, its officers, and employees for such cancellation.
5. **CONTROL OF FACILITY AND PARKING LOT:**
Lessor reserves the right at all times to control the facility, including the parking lot. Lessor has the right to remove from the facility, including the parking lot, any objectionable person. Lessee hereby waives any and all claims for damages against the Lessor, its officers, and employees if Lessor exercises its right of removal.
6. **FIRE:**
In the event the facility becomes unusable, for any reason, whether foreseeable or not, then this Agreement shall be immediately terminated. Lessee hereby waives and releases any claim for damages or compensation related to such termination.
7. **ACCESS TO BUILDING:**
Lessor, through its designated representative(s), shall have the right to enter the facility at any time, for any purpose whether occupied by the lessee or not at the time of entry.
8. **REMOVAL OF PROPERTY:**
Lessor shall not be liable for any personal property not removed from the facility at the termination of this Agreement. Lessor shall not be liable in any way to Lessee or its invitees for the disposal of such personal property.
9. **RESPONSIBILITY FOR INJURY:**
Lessee will indemnify, defend, and hold Lessor, its officers, and its employees, harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs, or service to this facility or property, or any other loss caused, negligently or otherwise, by Lessee's employees, patrons, guests, or invitees.
10. **NO OBSTRUCTIONS TO SIDEWALKS, EXITS, STAIRS, ETC.:**
Lessor prohibits any obstructions to any sidewalks, exits, or stairs of this facility. These areas are for the purpose of ingress or egress and Lessee agrees to keep such areas clear at all times.
11. **NO ANIMALS:**
Lessor prohibits any animals on the facility except service animals.
12. **NO DEFACING OF BUILDING:**
Lessor prohibits any nails, or other things, to be driven into any portion of the facility, including signs affixed to either the interior or exterior of the facility. Lessor prohibits any change, alterations, repairs, painting, or staining of any part of the facility or its furnishings. Lessee agrees to pay for any damage done to the facility, its fixtures, floor, or furnishings imposed by Lessee or

any of Lessee's employees, guests, or its invitees. The Lessor's designated representative shall determine any such damage and the amount of reasonable cost of repairing or replacing, and if the Lessee will be held responsible. The decision of the Lessor shall be final.

13. SMOKING PROHIBITED:

Lessor prohibits smoking in or around the facility including the grounds and parking lot.

14. ALCOHOLIC BEVERAGES:

Lessor prohibits and Lessee agrees to not sell any alcoholic beverages on the premises.

15. RULES CONCERNING USE OF THE FACILITY:

Use of the facility is subject to the attached rules which are incorporated and make a part of this agreement.

16. COVID_19

By renting this property, Lessor agrees to comply, and for their guests to comply, with CDC guidelines for COVID-19 prevention. Lessor agrees to hold harmless, indemnify, and agrees to defend the Junior League of Beaumont from failure of Lessor or Lessor's guests to comply with said guidelines. By renting this property, Lessor and Lessor's guests assume the risk of the potential transmission of COVID-19 at this event.

17. FACILITY DEPOSIT:

Lessee's failure to follow the terms of this Agreement and rules attached, may result in the loss of all or part of the Lessee's deposit.

18. CANCELLATION:

Lessee's failure to give at least 14 days' notice of cancellation will result in loss of the Lessee's deposit. In case of a natural disaster, or public calamity, or similar event, Lessor may cancel this Agreement. If Lessor cancels this Agreement, Lessor will refund all sums paid by Lessee.

19. LAW OBSERVANCE:

Lessee shall comply with all Federal, State, and Local law, regulations and guidelines including those applicable to communicable diseases.

20. ATTORNEY'S FEES:

Lessee agrees to pay reasonable attorney's fee on any amount collected through legal action.

21. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement between Lessor and Lessee and may not be changed except by written Agreement.

EXECUTED on this the _____ day of _____, 20____, in Jefferson County, Texas.

JUNIOR LEAGUE OF BEAUMONT, INC.

LESSOR
Printed Name: _____
Title: _____

LESSEE
Printed Name: _____
Title: _____

RULES CONCERNING USE OF THE FACILITY

1. No decorating on walls or ceilings of this facility.
2. No frying is permitted in or around this facility. **DO NOT PUT GREASE DOWN THE DRAINS.**
3. No furniture is permitted to be moved.
4. Trash must be taken out. All trash cans must have new bags put into them (bathroom and kitchen). Please place trash in the outside cans by the back door. Cans must be able to shut. If a can is too full to shut, you must take trash with you.
5. The bathroom must be cleaned. Please clean the following:
 - i. Inside and outside of toilet
 - ii. Floor – sweep/mop
 - iii. Sink
 - iv. Countertop – wipe down with Windex
6. The dining room table and sideboard must be wiped clean.
7. All chairs and tables used for the event, must be returned to their designated storage areas. These should all be wiped cleaned before doing this. Please refer to the picture on closet door for placement reference. **DO NOT DRAG THESE ITEMS ON THE FLOOR.**
 - i. Chairs go in closet by the back door.
 - ii. Rectangular tables go in the kitchen closet.
 - iii. Round tables go in the rack at the front of the dining/living room.
8. The kitchen must be cleaned. Please clean the following:
 - i. Countertops – wipe down with disinfectant cleaner
 - ii. Stove top
 - iii. Microwave – if used
 - iv. Floor – sweep/mop
 - v. Refrigerator – must be emptied of items brought by lessees.
9. The living/dining room floor and hallway must be cleaned. Use broom to sweep and Swiffer.
10. Clean JLB dishes and utensils used and return them to their designated areas.
11. Do not use the JLB dish towels. Lessees must bring their own.
12. Lock the front door of the facility.
13. Adjust the thermostat.
14. Set alarm and deadbolt back door.
 - i. **To open back door:** put in Code then hit ✓ (the check key) Code on back of key.
 - ii. **Turn Alarm Off:** on alarm panel: touch the screen Hit: Security, hit: Disarm Put in code,
 - iii. **To Set alarm on panel:** touch the screen Hit: Security Hit: Arm Away Put in code
 - iv. **To Lock door:** Hit check ✓
15. Put key in an envelope and place in the mail slot, located at the front door.

I acknowledge that I have read and understand the contents of this document. I understand that if any rule is broken, I may not receive my deposit back. If I did not have to pay a deposit, I understand that I may be charged \$100.00, in the event that a rule or term in this agreement is broken.

Lessee's Printed Name

Lessee's Signature

Date Signed

Supplies List

The following items are provided by the Lessor for Lessee's use during their event:

1. Six 60-inch round table
2. Four 6-foot rectangular tables
3. One 8-foot rectangular dining table
4. One hundred folding white chairs
5. Ice Machine
6. Coffee Maker
7. Stove
8. Oven
9. Microwave

Lessees that are members of the JLB are permitted to use dishes and utensils located in the kitchen. Lessees that are non-members of the JLB are NOT permitted to use dishes and utensils located in the kitchen. All Lessees are required to provide their own trash bags and dish towels.